



CITY OF ELKO
CITY MANAGER
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775) 777-7110/FAX (775) 777-7119

The Elko City Council will meet in regular session on Tuesday, January 8, 2019

Elko City Hall, 1751 College Avenue, Elko, NV 89801, at 4:00 P.M., P.S.T.

Attached with this notice is the agenda for said meeting of the Council.

In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko

Website, <http://www.elkocity.com>, the State of Nevada's Public Notice Website,

<https://notice.nv.gov> in the following locations:

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: January 3, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: January 3, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: January 3, 2019 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: January 3, 2019 at 9:00 a.m.

Posted by: Kim Wilkinson Administrative Assistant
Name Title

Kim Wilkinson
Signature

The public may contact Kim Wilkinson by phone at (775)777-7110 or email at kwilkinson@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

Dated this 3rd day of January, 2019

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko City Council, 1751 College Avenue, Elko, Nevada 89801, or by calling (775) 777-7110.

Curtis Calder
Curtis Calder, City Manager

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.S.T., TUESDAY, JANUARY 8, 2019
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

APPROVAL OF MINUTES	November 27, 2018	Regular Session
	December 11, 2018	Regular Session
	December 18, 2018	Special Session

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor declaring January 2019 as "National Radon Action Month, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. PERSONNEL

- A. Mayoral designation of City Council members to specific "Liaison" positions within the City of Elko, and matters related thereto. **NO ACTION BY THE COUNCIL REQUIRED**

1. Police Department Liaison
2. Street Department Liaison
3. Waterworks and Sewer Liaison
4. Fire Department Liaison
5. Airport and Public Property Liaison
6. Parks/Recreation Department Liaison
7. Building Department Liaison
8. Animal Shelter Liaison
9. Landfill Liaison
10. Finance Department Liaison

11. Information Systems Department Liaison
12. Redevelopment Advisory Council (Board Member)
13. Stormwater Advisory Committee (Board Member)
14. ECVA (Board Member)
15. NNRDA (Board Member)
16. Elko County Commission Liaison
17. Elko County Water Planning Commission Liaison
18. Elko County Fair Board Liaison
19. Elko County Regional Transportation Commission (Board Member)
20. Elko County Debt Management Commission (Board Member)
21. Elko County Recreation Board (Board Member)
22. Other Departments Not Listed – KW

- B. Election of Mayor Pro Tempore, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, consideration, and possible action to accept a letter of resignation from Mr. David Freistroffer from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

This resignation is a result of Mr. Freistroffer's schedule conflicts with the Planning Commission meetings. CL

III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print 'N Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, consideration, and possible authorization to solicit bids for the Elko Swimming Pool Repair Project, and matters related thereto. **FOR POSSIBLE ACTION**

The north wall of the swimming pool enclosure requires substantial repair. The City entered into a Professional Service Agreement with Lostra Engineering on December 7, 2018 to conduct structural inspections of the wall, complete a preliminary design and preliminary engineer's estimate, complete a final design and prepare bid documents as approved by the City. The Engineer has completed structural inspections of the wall, developed a preliminary design of sufficient detail to develop and provide a preliminary engineer's estimate completing phase I of the agreement. Prior to authorization to proceed with Phase II and Phase III of the agreement, Staff is requesting authorization to solicit bids. JW

- D. Review, consideration, and possible selection of a firm for Design Services for Exit 298 Lift Station and Sewer Main, and matters related thereto. **FOR POSSIBLE ACTION**

Six (6) Statements of Qualifications were received. Three Staff members (Ryan Limberg, Bob Thibault, and Dale Johnson) have rated these SOQ's. The rating summary sheet is attached for your review. RL

IV. UNFINISHED BUSINESS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL

V. NEW BUSINESS

- A. Review, consideration, and possible acceptance of a Deed of Dedication offered by Joy Global Surface Mining Inc., for a permanent non-exclusive Right-of-Way for a public street and utilities associated with a segment of P & H Drive, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has been working with property owners to vacate a portion of P & H Drive but in order to allow for a cul-de-sac turnaround at the end of the dedicated right-of-way, the owners must offer for dedication the two radius of the cul-de-sac. CL

- B. Review, consideration, and possible approval of Map of Reversion to Acreage No. 1-18, filed by Joy Global Surface Mining Inc., for the purpose of reverting to acreage parcel 1 as shown on the Parcel Map File No. 540773, parcel 5 as shown on Parcel Map File No. 536866, parcel 6 as shown on Parcel Map File No. 549501 and Parcel 2 as shown on Boundary Line Adjustment File No. 680243, identified as APN 001-679-005, 001-679-015, 001-679-016 & 001-679-014, located generally southwest of the intersection of W. Idaho Street and P & H Drive, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has been working with the property owners on a variety of applications with relation to the proposed development of the Komatsu building. The combination of the parcels is required in order to permit the building. CL

- C. Review, consideration, and possible approval of a request from the Department of Veterans Affairs (VA) for the City to agree to provide water service to a parcel located in the County to be used as a National Cemetery for Veterans, and matters related thereto. **FOR POSSIBLE ACTION**

The subject parcel is located at the intersection of Cattle Drive and Western Way. The City is currently unable to serve this property as it is located at an elevation higher than that of the water tanks. Department of Veterans Affairs has requested City Council review and approval of the following terms and conditions:

1. VA to fund the design and construction of a dedicated 4" waterline (approximately 2600 lineal feet through existing Right of Way or public easements), and a booster pump station capable of pumping 200 gpm (These plans will need to be submitted to the City, and Nevada Department of Environmental Protection (NDEP) for approval or redline comments prior to construction).
2. The waterline and booster pump station will meet City approval and upon completion of construction be accepted by the City for future maintenance.
3. VA requests City waiver of any water connection fees.

The water rate at this County parcel would be 1.5x the City rate for water service, per Elko City Code section 9-1-25 (B). RL

- D. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.

The Planning Commission also recommended that the Developer shall enter into the agreement within 30 days of the City Council's approval of the final plat. CL

- E. Review and possible approval of a Lease Agreement between the City of Elko and Elko Leasing Company, and matters related thereto. **FOR POSSIBLE ACTION**

The Old Terminal has generally remained vacant since the opening of the Commercial Air Terminal in 2001. A few organizations have utilized the facility on a month-to-month basis throughout the years. Elko Leasing Company is agreeing to enter into a lease in order to renovate the building and bring the facility up to current codes. After construction, Elko Leasing Company will sub-lease the facility to an aeronautical use tenant. The annual revenue generated from this Lease Agreement will be \$2,647. In addition, a 2% per year escalator was included in the Lease Terms. The Lease will be for a period of Ten (10) years. JF

VI. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible adoption of Resolution No. 27-18, a resolution of the Elko City Council amending the Brothel Licensing Fees, and matters related thereto. **FOR POSSIBLE ACTION**

Council initiated Staff to make changes to City Code Title 4, Chapter 9, "Prostitution," as well as to complete a business impact statement on October 23, 2018. On December 11, 2018 Council determined there was a direct and significant impact to businesses due to the proposed rule fee structure (pursuant to NRS 237.080). Furthermore, Council approved the business impact statement subject to the proposed fee structure being changed to \$5,000 per applicant for the application, \$6,500 for a new license, and \$6,500 for an annual renewal of the brothel license. This resolutions contains said fee structure. KW

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 33-18, a resolution and order vacating approximately 751.83 feet of the westerly portion of P & H Drive Right-of-Way, filed and processed as Vacation No. 3-18 filed by Joy Global Surface Mining Inc., and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted a petition for the subject vacation at its regular meeting of November 27, 2018, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting December 4, 2018, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 3-18 with findings in support of its recommendation. CL

- B. Review, consideration, and possible action to adopt Resolution No. 32-18, a resolution and order vacating a portion of D Street and W. Cedar Street right-of-way abutting APN 001-143-001, consisting of an area approximately 2,467.89 sq. ft., filed and processed as Vacation No. 2-18 filed by A.M. Engineering LLC., and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted a petition for the subject vacation at its regular meeting of November 13, 2018, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting December 4, 2018, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 2-18 with findings in support of its recommendation. CL

- C. Review, consideration, and possible approval of Preliminary Plat No. 13-18, filed by Koinonia Construction, for the development of a subdivision entitled Copper Trails Phase 2 involving the proposed division of approximately 19.194 acres of property into 29 lots and a remainder parcel for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the preliminary plat on December 4, 2018, and took action to forward a recommendation to Council to conditionally approve Preliminary Plat No. 13-18. CL

- D. Review, consideration, and possible action to adopt Resolution No. 31-18, a resolution of the Elko City Council adopting a change in zoning district boundaries from R1- Single Family Residential and R3- Multi Family Residential to R-Single Family and Multiple Family Residential, approximately 19.194 acres of property located generally northwest of the intersection of Copper Street and Mittry Avenue, filed by Koinonia Construction, and processed as Rezone No. 8-18, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the subject zone change request on December 4, 2018 and took action to forward a recommendation to City Council to adopt a resolution which approves Rezone No. 8-18. CL

- E. Second reading, public hearing and possible adoption of Ordinance No. 838, an ordinance approving an amendment to the development agreement between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner"), specifically to add Phase 2 of the Copper Trails subdivision and impose a bottom of finished floor elevation for all future placement of principal building sup-gradient of the Eight-Mile drainage easement of two feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record, and to direct Staff to set the matter for second reading, public hearing and possible adoption, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to N.R.S. 278.0205 and Section 3-2-26(F) of the City Code, Council may amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest if it finds that the amendment to the agreement is consistent with the Master Plan. The amendment shall be approved by adoption of an ordinance. In this instance, the owner has requested the City amend the approved development agreement and Staff is in agreement. SAW

- F. Second reading for Ordinance No. 837, an Amendment to Title 4, and Chapter 9 of the Elko City Code entitled "Prostitution" and matters related thereto". **FOR POSSIBLE ACTION**

Council initiated Staff to make changes to City Code Title 4, Chapter 9, "Prostitution," as well as to complete a business impact statement on October 23, 2018. On December 11, 2018, Council determined there was a direct and significant impact to businesses due to the proposed rule fee structure (pursuant to NRS 237.080). Furthermore, Council approved the business impact statement subject to the proposed fee structure being changed to \$5000 per applicant for the application, \$6500 for a new license, and \$6500 for an annual renewal of the brothel license. During the first reading of Ordinance No. 837 on December 18, 2018 the Council approved the first reading subject to a change in *section 4-9-7 C. "Report of investigation results to within 90 days the police shall report the results of the*

foregoing investigation in writing to the Board;" Today is the second reading of the ordinance with this change included. The resolution will follow. KW

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager – Barrick Community Investment Agreement – Swimming Pool
- C. Assistant City Manager – FISH Warming Shelter
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Administrative Services Director
- N. Parks and Recreation Director – SnoBowl
- O. Civil Engineer
- P. Building Official

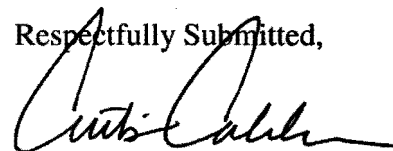
COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

NOTE: The Mayor, Mayor Pro Tempore, or other Presiding Officer of the City Council reserves the right to change the order of the agenda, and if the agenda has not been completed, to recess the meeting and continue on another specified date and time. Additionally, the City Council reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

City of Elko)
County of Elko)
State of Nevada)

SS November 27, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, November 27, 2018.

This meeting was called to order by Mayor Chris Johnson.

CALL TO ORDER

ROLL CALL

Mayor Present: Chris J. Johnson

Council Present: Councilman John Rice
 Councilman Robert Schmidlein
 Councilman Reece Keener
 Councilwoman Mandy Simons

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Ryan Limberg, Utilities Director
 Kelly Wooldridge, City Clerk
 Dennis Strickland, Public Works Director
 Cathy Laughlin, City Planner
 Candi Quilici, Accounting Manager
 Ben Reed Jr., Police Chief
 James Wiley, Parks and Recreation Director
 Jim Foster, Airport Manager
 Bob Thibault, Civil Engineer
 Jeff Ford, Building Official
 Dave Stanton, City Attorney
 Troy Poncin, Information Services Manager
 Shelby Archuleta, Planning Technician

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Catherine Wines, Arts & Culture Advisory Board, displayed the Mayors Arts Awards for the upcoming ceremony on Wednesday, December 5 at 5:30pm. There will be refreshments and a short ceremony.

Lee Hoffman, 1085 Barrington Avenue, represented the Elko County Republican Party. President Trump visited Elko on October 20. It was a marvelous event and was extremely well ran. The whole community came together to make this a successful event. The following week he attended a State Republican Party meeting where he gave a report about the Trump visit. Not too many people realize that when an event such as the President visiting, the local entities bear the brunt of the costs without any reimbursement. He went to the local Republican Party group and asked for a small contribution. He collected \$2,600 at the meeting. Came back to Elko and asked for more from others. He wasn't sure what to do with the collected funds so he got with Curtis Calder, City Manager, where he got what he thought was a brilliant idea. The Elko K9 Unit provides support to the local entities and is a shared benefit. He has a check for \$3,500 to the Elko Police Department K9 Program, as a thank you to the Elko community, the County, the City and everyone that did such a tremendous job during the President Trump visit.

Ben Reed, Jr., Police Chief, said they are looking at getting a third dog. He had stated he wished they could get two at the same time to be back to four dogs. This money will allow them to go and get the two dogs they want.

Councilman Keener thanked them for their service to the community.

APPROVAL OF MINUTES: November 13, 2018 Regular Session

**** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to approve the minutes.**

The motion passed unanimously. (5-0)

II. UNFINISHED BUSINESS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018 and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18.
CL

Scott Wilkinson, Assistant City Manager, explained Mr. Capps requested this to be tabled. The Cease and Desist Order is still in place for Phase 3.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to table.**

The motion passed unanimously. (5-0)

III. NEW BUSINESS

- A. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-44 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-45. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.

The Planning Commission also recommended that the Developer shall enter into the agreement within 30 days of the City Council's approval of the final plat. CL

NO ACTION

- B. Review, consideration, and possible acceptance of a Deed of Dedication offered by Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy for a permanent non-exclusive Right-of-Way for a public street and utilities associated with a segment Statice Street, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has been working with property owners to convert portions of Statice Street of record as easements to non-exclusive Right-of-Way for a public street and utility uses. NV Energy has offered the segment of roadway on its property for dedication of Right-of-Way. Council approved a Deed of Dedication at its meeting on August 28, 2018. Subsequent to that approval, NV Energy determined the document required a review by its legal department. The document was revised and resubmitted to the City for possible acceptance. SAW

Mr. Wilkinson explained he sent the revised document to legal for review. Legal had requested that the word "Dedication" remain in the document. Nevada Energy accepted that. He recommended acceptance.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to accept the Deed of Dedication offered by Sierra Pacific Power Company, dba NV Energy, for permanent non-exclusive Right-of-Way for a public street and utilities associated with a segment of Statice Street.**

The motion passed unanimously. (5-0)

- C. Review, consideration and possible recommendation to City Council for Revocable Permit No. 4-18, filed by Kraus Enterprises, LLC to occupy a portion

of Silver Street Right-of-Way to accommodate landscaping, ADA ramps and a patio, and matters related thereto. **FOR POSSIBLE ACTION**

Kraus Enterprises LLC. recently purchased the building located at 336 Silver Street. The ADA accessibility into the front door was not compliant and they would like to add landscaping with a patio to the front of the building. CL

Cathy Laughlin, City Planner, explained that this was previously the Elko Paint Store. It has been vacant for more than twelve months and, therefore, has lost legal non-conforming status. It does need to be brought up to ADA compliance. The front and side doors need ramps installed. She has been talking to Kraus Enterprises about this remodel. They want to have some curb appeal to include a patio, landscaping, and ADA ramps. The building will be separated into two businesses, a hair salon and a flower shop.

Mayor Johnson asked if all of this is happening on the Silver Street side. (yes) How is it different than when a bar wants to use sidewalk?

Ms. Laughlin answered they are adding something permanent. A bar typically only requires an outdoor dining permit because the tables can be taken inside. She recommended a Revocable Permit.

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the Revocable Permit 4-18 for landscaping, ADA ramps and patio on Silver Street Right-of-Way, subject to execution of a standard license agreement between the applicant and the City of Elko.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko, identified as APN 006-080-013, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement for the extension of power to Mr. Victor Heredia's property. City Staff supports this request. CL

Ms. Laughlin explained this is out by the treatment ponds. NV Energy has a power line through City property. They would be tying off the power line and going into third property to provide power to that property.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Rice, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-080-013, owned by the City as described in the Grant of Easement document.**

The motion passed unanimously. (5-0)

- E. Review, discussion and possible direction to Staff to create a draft lease agreement to be used for dark fiber leasing, pending future approval by Council, and matters related thereto. **FOR POSSIBLE ACTION**

At the September 25, 2018 City Council meeting, Staff was directed to work with legal counsel and prepare documents to allow the lease of City property. During this process, it was determined that the City needs to create a pricing structure, assess fiber maintenance issues, and determine terms for the possible lease of dark fiber assets owned by the City. Based upon Staff's research, we recommend a five-year, month-to-month lease with specific terms to be placed on any carrier accessing the dark fiber. The IS department is looking for approval to create a draft lease agreement to be considered by the Council at a future date. Further, the IS department is looking for clarification if Staff should pursue an auction of the dark fiber asset, or if direct leasing is appropriate under an economic development exception. Fiber maintenance costs should be considered before agreeing to a lease. Four contractors were given the option of ballpark quoting an SLA for maintenance of our current fiber plant. After no response from three contractors and a large quote from one, IS would recommend the City purchase appropriate equipment to perform maintenance in-house. TP

Troy Poncin, Information Services Manager, explained the pricing proposal of \$50 per month per strand mile. He has had several providers express an interest in using the excess strands and the providers would be able to service most of the city.

Councilman Keener said he, Troy and Dave had a conference call with Mighty River (the consultant that is contracted with the Governor's Office). He had a high level of confidence in the numbers presented.

Councilman Rice stated that as they have been wrestling with broadband issues, one of the solutions that other communities have done is construct the infrastructure and do something similar to this. We will need to keep an eye on the market and make sure that asset will be maintained and improved.

Councilwoman Simons asked about the maintenance over a five-year period.

Mr. Poncin answered they didn't plan for any maintenance. Last year there was a big issue that had to be repaired. Maintenance is important but he didn't have any realistic maintenance cost numbers. The spreadsheet shows what has been paid only.

Councilwoman Simons asked about the lifespan of the fibers.

Mr. Poncin answered it should be more than twenty years. He put out a request for broad numbers for maintenance. One company came back (White Cloud) with an offer of \$1,200 every time they have to do anything. If they have to splice or do OTDR work, they would charge \$75 an hour. Locates are about \$200 an hour. Their time to site for an emergency cut would be 3 hours. All of this together means we would be paying around \$60,000 a year for maintenance. He felt that was an unacceptable number since a lot of the work can be done in-house. If IT starts doing those locates, they would need to purchase a locating device, ground penetrating radar, and that would cost between \$10,000 and \$25,000. We would also need to purchase an OTDR, which is just under \$6,000, and they would need a fusion splicing kit, which is around \$10,000. These would be once every five-year costs.

Councilman Keener asked if Mr. Poncin would prefer to insource this.

Mr. Poncin agreed and said another advantage this would give us, splices could be done in house. One thing to determine is will we set a minimum lease amount? We would maintain the ownership of the fiber and the leasee would be responsible for any costs that they have at their end of the fiber. We would outline how they can access the fiber. We will also make sure the property is insured. Do we want to move forward with a lease at all? Do we want to move forward with this five-year model at the \$50 price? Would we prefer to use the price as a starting location as an option? Do we want to continue to do maintenance in-house or should we continue to seek contractors to do that work for us?

Councilman Keener asked if they also need to determine the number of bundles available?

Mr. Poncin answered it would helpful to put a scope on this.

Mayor Johnson asked what the City's exposure is Leased vs. Not Leased.

Mr. Poncin answered the biggest new exposure is that one of the ISP's is looking to serve as First Net Cellular Towers, meaning that if we cannot get our fiber back online, they would want compensation for what they paid for that month but also for what they lost for their tower lease.

Curtis Calder, City Manager, wondered if there would be additional labor for the additional equipment.

Mr. Poncin stated the biggest financial impact would be the locates. It would be a substantial burden if the Facilities Department doesn't want to do the locates with the ground penetrating radar and he has to use his three-man staff to do that, they may need to hire a temp in the summer to keep up with the locate demand.

Mayor Johnson was worried about the City's exposure.

Mr. Stanton said the lease can be written in a number of ways. It depends on the different things that could go wrong. There is always the risk of destruction. He gave examples of real property leases and exposures.

David Piesner, Broker for Sky Fiber who has been working to come to town to improve connectivity to the community, state one strand of fiber can run 120 gigs. The whole State of Nevada runs on 50 gigs. You will not likely run out of bandwidth if you choose to utilize that equipment. He has customers dying to get access to some of this fiber. If this town were to get the right connectivity, it would be the center hub of their operation for the west. This could change everything. Some customers are willing to pay for your infrastructure to be expanded if they could use one or two of your strands. This is a great opportunity and he is glad to see the City discussing it.

Councilman Keener asked Mr. Piesner if he felt the proposed pricing structure was feasible and/or competitive.

Mr. Piesner answered it is competitive and fair.

Mr. Stanton stated liability issues are a broad question. He suggested coming back with a draft agreement that would contain protections for the City. He would just need some guidance on what the lease should contain.

Councilman Keener asked if the City would be limited to the POOL/PACT \$5,000 limitation.

Mr. Calder said there is a portion of POOL/PACT coverage that involves cyber terrorism. It will not cover line-breaks and that sort of thing.

Mr. Poncin gave an example of a resolution. There was an expectation window of a resolution, at four hours, and all that the carrier would get in return was credit for the lost time but nothing was said what happens at five hours. We also need to consider if we should be leasing this at all or if we should be holding an auction?

Mr. Stanton answered that even if this were auctioned, it would still be a lease. The real question was if we were to rely on the economic development exception, which is a lease but does not involve an auction. If we go through the auction process, it would still be a lease but there would be a variety of different companies coming in and looking at it.

Mr. Poncin asked if there had been a decision about which way to go.

Mr. Piesner said they would prefer a lease. In case fiber goes down and there is downtime, they build in redundancy and rarely sue. They have had AT&T be down for a day and a half without any repercussion for them.

Mayor Johnson asked if the City could advertise for bids like they would on a construction project, and see what that brings?

Mr. Stanton answered we could. It is designed to deal with situations where you don't have a lot of interest in the asset. He asked Troy Poncin if he had an idea how many companies would be interested in bidding on this if it were to go to auction?

Mr. Poncin answered right now there are two companies that are looking to purchase this. There was one other that had expressed an interest but now is not interested.

Mayor Johnson wasn't sure the economic exception was the best option tonight.

Councilman Keener thought approving the lease at the pricing structure discussed would make it the same opportunity for anyone that is interested as long as there is still fiber available.

Mr. Piesner explained he has seen auction situations in the past. A big provider will come in and be the only bidder and as soon as the bidding was done, they would make the fiber unavailable to anyone else. If there is a potential for a monopoly and lock out other providers, the bigger providers will do it.

Mr. Stanton thought something could be put in the lease to require the asset to be utilized.

Mr. Poncin reminded Council that they need to decide on the scope of the lease(s). Would we be leasing one buffer (12) or two buffers (24). We have eight buffers to spare so they thought it was safe to go up to two.

Bill Hance, City of Elko, recommended that everyone should pay the same price. Set a price, collect the payment and move on.

Mr. Stanton said the NRS doesn't give the City many options but we do have the economic exception to the auction. This is designed for the City to set a price and then negotiate a lease with a single company.

Mr. Hance asked if there was an auction, would everyone be able to come in at that same price.

Mr. Stanton answered the City would start at a price (\$50 per strand mile) and then companies would come in and bid on that. They would be bidding for the same basic terms, but bid against each other on the price.

Councilwoman Simons asked if that would be the case for each strand.

Mr. Hance asked if one bidder came in at \$100, would the price then be for \$100 for each strand that we can lease for everybody.

Mr. Stanton suggested breaking it up and having different auctions for each bundle.

Mr. Hance thought that was getting more complicated than it needs to be. We are not going to outrun the amount of fiber that is there. The City's liability is low on digs because that is usually on the contractor that dug it up.

Mr. Stanton asked Mr. Poncin how he would like to lease out the fibers.

Mr. Poncin thought they should lease them two fibers at a time.

Councilman Schmidtlein agreed.

Councilwoman Simons asked if it would be worth it to set a maximum so no one company can get it all.

Mr. Poncin recommended having a maximum. He doesn't see one company using it all.

Mayor Johnson thought we should make it so they can't buy and sit on it. There should be a clause for the Lessee to show it's being utilized. We need to make sure the opportunity is there for all that want to bid and we need to limit the exposure for the City.

Councilwoman Simons wanted to move forward on this. There are some things to work out but she would like this to move forward tonight.

Councilman Keener stated he was still hung up on whether to go the auction route or lease route. He prefers the lease route because that may be a simpler format.

Mr. Stanton said it would be a lease either way. It will be entering into a lease with just one company under the economic development exception and without going through the lease option.

Mr. Calder said they did the economic development exception out at the airport, we set the minimum value at the appraised value. We only had one interested person and that was why we went with the economic development option. This is a little unique because there are multiple assets that can be leased. He thought we could still use that economic development exception as long as we have the capacity. We need to make findings to support the economic development exception. Having two or three providers would create competition and make it even better. He suggested structuring the lease based on the industry standard and see how many providers are interested.

Mr. Stanton reminded everyone that an appraisal required either way. He read through the economic development exception from NRS.

Councilman Keener how you would appraise this. Can't we just go with our professional opinion? This is a unique product.

Mr. Hance said the way you appraise it is to look at what the market is doing in other cities and governments within a 500 mile radius. He just spoke with both of the providers that are sitting in the room and they are looking to lease four fibers each. You will be looking at a grand total of eight, which is 2/3 of one tube. We will not fill up the tube. He is not doing any business with either one; he only spoke to them. Since this is market driven, he isn't sure how anyone could appraise it.

Councilman Keener thought an auction would be the only market-based way to appraise it.

Mr. Stanton pointed out that we are dealing with a set of laws that the legislature enacted in 2015 that have been difficult. They require the City to jump through hoops before we can lease out any City owned real property.

Mr. Hance said it is not like renting land. You are getting one strand of one piece. You won't even get full-vested interest in the facility.

Mr. Stanton agreed it will be difficult. The economic development exception cross-references NRS 268.059, which contains the standard requirements for obtaining an appraiser and appraisal for any real property owned by the City.

Mr. Hance asked for the definition of real property. Is it the house or the piece of furniture in the house because this is a piece of furniture in the house where the conduit is the real property.

Mr. Stanton said because it is affixed to the land...

Mr. Hance said the conduit is affixed to the land but the fiber is not. You can pull that right out.

Mr. Stanton said it was his understanding that the fiber in the cable are all part of the real property.

Councilman Keener asked if the fiber was all self-contained without any conduit.

Mr. Poncin said we do have some like that but we would not be leasing any part of that.

Mr. Stanton said the penalty for doing it wrong and someone coming in and disagreeing with our interpretation of what is real property and what is not, would be that the lease is void.

Mr. Hance didn't think anyone would want to come in and argue that.

Mayor Johnson just wants to find the balance.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to direct staff to draft a lease with limited exposure, shared risk, with a minimum value as appraised.**

The motion passed. (4-0 Councilman Rice was absent.)

- F. Review, consideration and possible approval of a request from the Elko Downtown Business Association (DBA) for a change to the closures for the 2018 Snowflake Festival to be held on December 8, 2018, and matters related thereto.

FOR POSSIBLE ACTION

The DBA is requesting a change to the street closures for the annual Snowflake Festival held on December 8th. This change requires City Council approval. KW

Kelly Wooldridge, City Clerk, explained staff met with the DBA, NDOT and the Health Department to come up with this year's plan. Bob Thibault displayed a map of what was worked out.

Brianne Clarke, DBA, explained the proposed changes.

Councilman Schmidlein felt they were accommodating some of the businesses too. They are allowing traffic to flow with this design.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Keener, to approve the request from the Elko Downtown Business Association for a change to the closures for the 2018 Snowflake Festival to be held on December 8, 2018.**

The motion passed unanimously. (5-0)

IV. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for the vacation of approximately 751.83 feet of the westerly portion of P & H Drive Right-of-Way, filed by Joy Global Surface Mining Inc. and processed as Vacation No. 3-18, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant proposes to merge all of the parcels by parcel map application consolidating them into one parcel. By vacating the proposed portion of P & H Drive, it would allow them to facilitate the use of their property without a dedicated Right-of-Way bisecting their property. CL

Cathy Laughlin, City Planner, explained the parcels were highlighted on the overhead screen. With the building permit application and the grading permit, they will be building across property lines. The City requested that these parcels be merged by parcel map. We will still have P&H Drive bisecting through the middle of the newly created parcel. That didn't make sense to staff. The last 600 plus feet of P&H Drive will be vacated and they will put in a turn-around cul-de-sac at the end of the property. She recommend accepting the petition.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Keener, to accept the Petition for Vacation and direct staff to commence the Vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

V. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 834, an ordinance amending Title 3, Chapter 3, of the Elko City Code entitled "Subdivisions", filed and processed as Zoning Ordinance Amendment No. 2-18, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on November 6, 2018, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 836 on November 13, 2018 and set the matter for second reading and public hearing. CL

Ms. Laughlin explained this is the second reading and public hearing.

Curtis Calder, City Manager, thanked Cathy Laughlin and Scott Wilkinson for their hard work on this. This was a heavy lift and this proposed draft is a culmination of a lot of peoples efforts.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to conduct the second reading and public hearing and adopt Ordinance No. 834.**

The motion passed unanimously. (5-0)

- B. Second reading, public hearing, and possible adoption of Ordinance No. 836, an ordinance amending Title 3, Chapter 4, Section 2 of the Elko City Code entitled "Planning Commission", filed and processed as Zoning Ordinance Amendment No. 3-18, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on November 6, 2018, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 836 on November 13, 2018 and set the matter for second reading and public hearing. CL

Ms. Laughlin explained the Ordinance hasn't changed but at the first reading didn't have Sections 2 -5 included. They have been added to the second reading.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Keener, to conduct second reading, public hearing and adopt Ordinance No. 836.**

The motion passed unanimously. (5-0)

I. APPROPRIATIONS

A. Review and possible approval of Warrants, and matters related thereto. FOR POSSIBLE ACTION

Councilman Keener asked about \$1,142 for centennial boots repair. Did that go through Cathy Laughlin for approval?

Scott Wilkinson said he is working with the Arts and Culture Board. They are effecting repairs on the boots and the City Manager's Office is paying the cost of that. That is reflective of some labor for repair and material costs. In addition to that, we will have some future costs that will include new mounting brackets that will provide a more secure mount.

Councilman Keener thought he saw some new golf cart purchases. How many were purchased?

James Wiley, Parks and Recreation Director, answered eleven.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to approve the general warrants.**

The motion passed unanimously. (5-0)

B. Review and possible approval of Print 'N Copy Warrants, and matters related thereto. FOR POSSIBLE ACTION

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to approve the Print 'N Copy warrants.**

The motion passed. (4-0 Councilman Keener abstained.)

VI. REPORTS

A. Mayor and City Council

Councilman Keener is looking forward to going to St. George next week for a visit with Skywest. He had previously asked Staff to write down some

things they would like to get accomplished January and through the remainder of the fiscal year. Don't put a lot of thought in it, just a brief note will be fine. The Festival of Tree is ongoing at the Conference Center.

B. City Managers

Curtis Calder sent an email earlier regarding the swimming pool closure. We had a structural issue come up with the building. City staff looked at it at noon and called in the Building Official to take a look at it. The decision was made to close the swimming pool. There will be a farewell party Saturday evening at 5:30 p.m., and a Holiday party the next Friday at the Western Folklife Center.

C. Assistant City Manager

D. Utilities Director

E. Public Works

Dennis Strickland reported the Cedar Street Project, specifically, Carter Engineering, came in \$67,000 under budget for the quality assurance.

F. Airport Manager

Jim Foster reported on the projects ongoing at the airport. There was a gas line hit by the contractor that has been dealt with. The RFQ is out for the Engineering Services and those close the first part of December.

G. City Attorney

H. Fire Chief

I. Police Chief

Ben Reed reported they just had two graduate from the POST Academy. Those two won awards. There was a Sheriff's Deputy that was the top cadet. One of the new officers was with his trainer when they got the call for the armed robbery. There will be an Enhanced 911 Advisory Board meeting on Thursday. They have been waiting on grant funding and finally received the funding approval from the County on November 20th. He is very thankful for the donation for K9 program. The dogs spread goodwill throughout the community. He has received lots of good feedback from everyone about the Presidential visit and how smoothly it ran.

J. City Clerk

K. City Planner

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director

O. Civil Engineer

Bob Thibault reported on the progress at the Sports Complex. As of last week, the change orders were at -\$8000. This week is another story due to a significant change order for the field lighting. Altogether, for additional costs on the entire project, we are about \$125,000. Staff will be requesting that the contractor shut down for the winter months because they feel the quality of the work will be better in warmer months. Councilman Schmidlein was concerned with the contractor asking for more days due to spring flooding. Mr. Thibault said they will add to the paperwork a "notice to restart unless agreed upon by both parties to start sooner." They will have some flexibility.

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

There were no public comments.

There being no further business, Mayor Chris Johnson adjourned the meeting.

Mayor Chris Johnson

Kelly Wooldridge, City Clerk

City of Elko)
County of Elko)
State of Nevada)

SS December 11, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, December 11, 2018.

This meeting was called to order by Mayor Chris Johnson.

CALL TO ORDER

ROLL CALL

Mayor Present: Chris J. Johnson

Council Present: Councilman John Rice *left at 6:21 pm*
 Councilwoman Mandy Simons
 Councilman Robert Schmidtlein
 Councilman Reece Keener

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Ryan Limberg, Utilities Director
 Kelly Wooldridge, City Clerk
 Jonnye Jund, Administrative Services Director
 Dennis Strickland, Public Works Director
 Cathy Laughlin, City Planner
 Candi Quilici, Accounting Manager
 Matt Griego, Fire Chief
 John Holmes, Fire Marshal
 Ben Reed Jr., Police Chief
 James Wiley, Parks and Recreation Director
 Jim Foster, Airport Manager
 Bob Thibault, Civil Engineer
 Dave Stanton, City Attorney
 Shelby Archuleta, Planning Technician

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Michelle Smith, 2073 Meadow Ridge Drive, Registrar/Treasurer for Elko Swim Team, wanted to share some information about the team. The team consists of 106 swimmers. They are a

competitive sports team and not just a club. They travel through Idaho, Nevada, Washington and Utah to compete. Swimming takes years of dedication and hard work. Swimmers can earn their High School letters through the swim team. All of this is difficult without a swimming pool. They are a nonprofit organization. Parents are currently driving 4 days a week to Battle Mountain. She learned a couple of years ago that cities are shutting down pools instead of replacing them. USA Swim is willing to pay for a feasibility study and recommendation for a complete aquatic facility. She is grateful to Nikki Johnson, James Wiley and Curtis Calder for their support and efforts to get the pool back up and running as soon as possible.

Reece Smith said she loves the Elko Swim Team and has been swimming since she was one. She has been on other swim teams but this is her favorite. The Elko Swimming Pool is very important to her team. Please help fix the swimming pool so they can get back out there and represent the community.

Mayor Johnson noted some audience members had signs showing great support for the pool. He was hoping they would get the report from the study on the pool soon so they can make repairs. As a citizen, he will always support the pool. The pool could be the next major capital expenditure. We have used the life of the pool and we need to take a good look at it being replaced.

APPROVAL OF MINUTES: September 18, 2018 Special Joint Workshop Planning and the Elko City Council

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Presentation of a retirement plaque to Mary Hassett, Fire Department for her 23 Years of Service, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Johnson presented Mary Hassett with a plaque.

Mary Hassett, Technical Assistant, said she has had twenty-three years with the City, with fifteen at the Fire Department. She will miss them all very much.

Matt Griego, Fire Chief, stated it's a sad day at the Fire Department. He worked with her most of his career and she has been there for all of them. It will be hard to let her go and fill her shoes.

Councilman Keener thanked Mary for her dedication.

- B. Presentation by Linda Tobey, Nevada Health Centers regarding the expansion of the Elko Family Medical and Dental Center (EFMDC), and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Stacey Giomi, Nevada Health Centers, gave a presentation (Exhibit "A").

Councilman Rice said there is a significant number of Elko County residents that are uninsured.

Mr. Giomi said those stats came from Elko County. They find it is less of uninsured and more under insured. What has happened a lot is high deductible plans. If you are working as a maid, you may have insurance but your deductible may be \$6,000 for your family. That could be a third of their income and that's the problem.

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- B. Ratification of the Police Chief issuing a 90-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Dennis O'Keefe, DBA Golden Gate Gas, located at 3600 West Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to ratify the Police Chief issuing a 90-day temporary packaged liquor license and issue a Regular Packaged Liquor License to Dennis O'Keefe, dba Golden Gate Gas, located at 3600 West Idaho Street.**

The motion passed unanimously. (5-0)

Chief Reed stated there will be a casino portion for the truck stop. The State response just came in today.

II. UNFINISHED BUSINESS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018 and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18.
CL

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to table.**

The motion passed unanimously. (5-0)

IV. NEW BUSINESS

- A. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision

improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-44 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-45. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.

The Planning Commission also recommended that the Developer shall enter into the agreement within 30 days of the City Council's approval of the final plat. CL

NO ACTION

- B. Review, consideration, and possible appointment of Ms. Jorja Muir to fill one (1) vacant seat on the California Trail Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

A "Letter of Interest" has been submitted by candidate Ms. Jorja Muir and has been placed in your packet. CC

Curtis Calder, City Manager, explained Ms. Muir wasn't here but he saw no reason why she couldn't be appointed.

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to appoint Ms. Muir to the California Trail Advisory Board.**

The motion passed unanimously. (5-0)

II. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to approve the general warrants.**

The motion passed unanimously. (5-0)

- B. Review and possible approval of Print 'N Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to approve the Print 'N Copy warrants.**

The motion passed. (4-0 Councilman Keener abstained.)

I. PRESENTATIONS (Cont.)

- C. Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2018, and matters related thereto. **FOR POSSIBLE ACTION**

Mike Spilker with Hinton Burdick CPAs will be in attendance to present the City of Elko's Fiscal Year 2017/2018 Financial Report. JJ

Jonnye Jund, Administrative Services Director, explained Mike Spilker was on the phone because he missed his connection and could not make it to the meeting. He will make a trip up in January if there is anything to follow-up on.

Mike Spilker, Hinton Burdick CPAs, gave a presentation (Exhibit "B").

Councilman Keener asked, the Ad Valorem funds that came in, it was either over or under by quite a margin. The RDA Ad Valorem amount was way more than what we budgeted, but other funds came in as less. Is there a different budget methodology that is used?

Ms. Jund answered they have been using the performance data from the State. This year we brought it to their attention that Elko County is forecasting a lower amount. We continue to see those higher revenues for the RDA for Ad Valorem and we are looking into that with the Department of Taxation and Elko County.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to approve the City of Elko Fiscal Year 2018 Audit as presented by Mr. Spilker of Hinton Burdick CPAs.**

The motion passed unanimously. (5-0)

IV. NEW BUSINESS (Cont.)

- C. Hearing and/or review of investigation and findings concerning alleged nuisance(s) and/or accumulation of excessive solid waste and possible declaration of a nuisance(s) and/or excessive solid waste and appropriate order(s)/actions for abatement of nuisance(s) and removal of solid waste regarding the property located at 403 Pine Street, Elko, Nevada, owned by William Armstrong and other actions, orders or matters related thereto. **FOR POSSIBLE ACTION**

The City has received numerous complaints concerning the storage of inoperable automobiles and the accumulation of solid waste on the property located at 403 Pine Street. Accordingly, the complaints were forwarded to the City Clerk's Office as required under 5-1-5 of city code. The City Clerk forwarded the complaints to the City Manager on July 13, 2018. The City Manager assigned the investigation to the Assistant City Manager on July 17, 2018. The Assistant City Manager completed an investigation and presented those findings to the City Manager on July 26, 2018. Based on the findings of the investigation, it was determined that the storage of solid waste on the property violates the following sections of city code:

- a. Title 5 Chapter 1; 5-1-4(I) Offensive Matter
 - b. Title 5 Chapter 1: 5-1-4(N) Public Nuisance further defined
 - c. Title 9 Chapter 2; 9-2-8(A) Fly Breeding Conditions
- The storage of vehicles in various states of disrepair and utilized for storage violates the following sections of city code:

- a. Title 5 Chapter 1; 5-1-4(N) Public Nuisance further defined
- b. Title 5 Chapter 1; 5-1-4(P) Outside storage of vehicles

The property owner has been properly noticed under the noticing provisions stipulated in Title 5 Chapter 1 of city code, Title 9 Chapter 2, NRS Chapter 241 and NRS 268. The noticing was completed by the City's legal counsel. SAW

Tom Coyle, City Attorney, explained the notice that was provided to the property owner stated that the hearing would happen at 5:30 p.m.

Mayor Johnson moved to Resolutions and Ordinances.

V. RESOLUTIONS AND ORDINANCES

- A. Review and consideration of submitted data and/or arguments and determination as to whether the proposed ordinance and fee for **BROTHEL LICENSING** will impose a direct and significant burden upon a business or directly restrict the formation, operation, or expansion of a business.

Pursuant to NRS 237.080 the City of Elko notified owners and officers of businesses which may be affected by the fee for **BROTHEL LICENSING**. Staff has prepared a Business Impact Statement for Ordinance 835, AN ORDINANCE AMENDING TITLE 4, CHAPTER 9, OF THE ELKO CITY CODE ENTITLED "PROSTITUTION" BY ADDING NEW LANGUAGE AND CLARIFYING MATTERS RELATED THERETO; AND RESOLUTION 27-18 AMENDING THE LICENSING FEES OF BROTHELS, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to NRS 237.090, a Business Impact Statement has been prepared and must be considered by the City Council prior to the public hearing and adoption for the ordinance and resolution. KW

Kelly Wooldridge, City Clerk, explained the Business Impact Statement, proposed Ordinance and proposed Resolution to change the fees were included in the packet. Council needs to decide if the proposed changes will cause a significant impact to the businesses. If Council agrees with the Business Impact Statement, then it will be approved. If not, then direct staff to make changes. Brothel owners feel this will cause a direct impact to their businesses.

Mayor Johnson wanted to hear from the business owners.

Louis Goldberg, 103 3rd Street, Elko, thought their letter really covered Mona's and Inez's main concerns. They are very happy about almost every change except for the license fee. They were hoping to have that fee at \$5,000. Other brothels are bringing in millions of dollars but their revenue is a fraction of that. They can't afford a \$10,000 fee.

Mayor Johnson said the proposed fee would only cover the City expenses.

Mr. Goldberg thought some of the expenses were already covered by the girls. They want the costs covered too. From his perspective, the fees are being more than tripled but they are not making any more. It will be a burden on them.

Councilman Schmidlein asked if they went with the tier stepping and set the fee at \$5,000, what would be the next step you would be willing to move up to? He doesn't want to close down the businesses but he does want to move this forward. How do we get to where we need to be to cover our costs because it is not fair to the other taxpayers to pay for this.

Mr. Goldberg thought raising the fees to \$5,000 would put them close to the top.

Councilman Rice said the increased fees are aligned with similar city sizes. We are also adding the availability of legal translators for non-English speaking prostitutes to the ordinance. He is most interested in protecting prostitutes who may be in a human trafficking situation. This new translator expense is another reason the jump is more significant. We also want to make sure that we don't increase fees very often. Fees increase a bit more than the current cost in anticipation that costs will go up more.

Mr. Goldberg said the tiered raise would be great but he has a hard time going above \$5,000.

Ms. Wooldridge said Council needs to determine if there is an impact to a business, what that impact is and what steps we took to reduce that impact, or Council could say there is no impact.

Mr. Stanton went over what NRS requires. Our power to set a fee for this type of business comes from the City Charter, which gives us the ability to regulate businesses. The fee has to bear a relationship to the City's costs incurred in regulating that business.

Mayor Johnson noted the first step is to determine the impact to the businesses.

Councilwoman Simons said there is obviously there is a direct and significant burden if the fee is at \$10,000.

Councilman Rice wanted more detail from the Chief regarding the City costs.

Pedro Ormaza, 225 Silver Street, said the brothels are his business neighbor being just one block away. He would hate to see four more buildings that are boarded up in Elko. Elko has always had brothels. He used to Trick or Treat at the brothels. When he was in college he would bring 20-30 guys for bachelor parties. He assumes there is a fair amount of tourism that comes into Elko for the brothels. It is a tourist thing. He doesn't want to make it impossible for these businesses to do business in Elko.

Kathleen Arnellis, Desert Rose, explained she is trying to create a safe working atmosphere. They do not make a huge profit and they have lots of restrictions that other businesses in town don't have. She would request they are licensed based on a fair standard. She would like to talk about it more before a decision is made. She wants to stay in business.

Chief Reed admitted he is not good at auditing every penny. After February 2018, and the methamphetamine investigation connected with Monas, along with a license suspension, they were asked to go back and look at their expenses and how much is being captured and what was not. The goal is to make sure taxpayers are not subsidizing these efforts. He went over what the Police Department does in relation to the brothels. Council has taken a look at human trafficking and part of the proposed license fee would cover having a translator service available at times. The Police Department is also working on a new form for the workers to complete. The old fee did not cover all of the costs. He felt \$10,000 was the highest it should be and it is justified to raise it that much.

Mayor Johnson said the brothel activity will continue in any community but we need to make sure it is controlled, tax it and make it a better system than without. Because these are privileged licenses and that the City has to look at that license owner and revoke the license, then they want to be on solid ground. That is where all the costs come from. Should a business pay for all of that? Business owners take care of business. The less you have the city involved you keep your costs low.

Mr. Goldberg said the fee increase is a significant impact for his business.

Councilman Rice said he wasn't at \$10,000 but he thinks it should be more than \$5,000 for the license. He was good with the proposed application fee. One of the big things examined during the background check is we need to know where the money is coming from and where it is going. We need to make sure it is not being filtered through from other places. We need to make sure we have good, responsible people who are operating the brothels.

Councilwoman Simons was thinking the license fee should be over \$6,000.

Councilman Schmidlein said he would agree to \$6,000 but not \$7,500. He would like to revisit this in two years to make sure all the expenses are being captured.

Councilman Rice reminded him that we are also adding an additional cost of the translator fees and that needs to be considered too.

Councilman Keener thought the fee should at least double but he was swayed by the justification for the \$7,500. If we were to do it at \$6,000 and then revisit this in a year.

Councilman Rice discouraged revisiting in one year. We need to set a higher fee and revisit in a few years to avoid additional expenses.

Councilwoman Simons said \$7,500 should capture our expenditures and give us room because things cost more each year. No one should be subsidizing this.

Mr. Goldberg said he would be happy to come back to discuss this again. He thought doing this in two tiers would be best. He suggested moving the annual fee to \$4,500 now and then in a year we do it again.

Mayor Johnson said by doing this in a resolution we can change it at any time.

Councilman Keener said he would not agree to anything less than \$6,000.

Ms. Arnellis said she could live with \$6,000. She thought that was a reasonable place to start but if Council wanted to go higher she would like to see more of a cost breakdown to make sure it is necessary.

Mr. Stanton said Council needs to make a finding that the \$10,000 License Fee would make a direct and significant impact and then you talk about how to reduce that impact.

Bill Hance, 724 5th Street, said the original Code (September 1984) it was \$2,500. We have had 145% inflation to date, which would put that at over \$6,000 in today's dollars. That breaks down to \$16.43 a day if you are open every day of the year. He runs a small business and expenses go up every year. He recommended a \$6,000 bare minimum.

Councilman Rice felt the only responsible thing to do would be to raise it to \$7,500. That would not even be keeping up with CPI, as Mr. Hance pointed out.

Gabriel Arnellis, 357 Douglas, Manager of Desert Rose, said he understands how other businesses work. They are not able to compete with the inflation of business that is happening illegally in other cities. The girls are not making money and the fees are going to have to pass down to them.

Chip Stone said this is a privilege license. If he was able to give a figure, he would be at \$6,500 and would increase in two years to \$7,500. As businesses, you need to be able to plan. We need to make a plan in the next two years where the fee is going to be.

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to determine that there is a direct and significant impact to the business because of the percentage of increase to the existing fee.**

The motion passed unanimously. (5-0)

Mayor Johnson asked if the next motion would be the proposed fee.

Mr. Stanton said it would be approving Business Impact Statement subject to the modified fee structure. You aren't approving the Resolution yet.

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the Business Impact Statement with the following revisions: the license fee at \$6,500 per license and the annual renewal fee at \$6,500 per license.**

The motion passed unanimously. (5-0)

Councilman Rice left at 6:21 pm.

BREAK

Mayor Johnson moved back to New Business, Item C.

The following agenda item contains detailed testimony regarding alleged nuisance(s). Attention was given to include as much discussion on this item as possible, but the wording is not verbatim.

IV. NEW BUSINESS (Cont.)

- C. Hearing and/or review of investigation and findings concerning alleged nuisance(s) and/or accumulation of excessive solid waste and possible declaration of a nuisance(s) and/or excessive solid waste and appropriate order(s)/actions for abatement of nuisance(s) and removal of solid waste regarding the property located at 403 Pine Street, Elko, Nevada, owned by William Armstrong and other actions, orders or matters related thereto. **FOR POSSIBLE ACTION**

The City has received numerous complaints concerning the storage of inoperable automobiles and the accumulation of solid waste on the property located at 403 Pine Street. Accordingly, the complaints were forwarded to the City Clerk's Office as required under 5-1-5 of city code. The City Clerk forwarded the complaints to the City Manager on July 13, 2018. The City Manager assigned the investigation to the Assistant City Manager on July 17, 2018. The Assistant City Manager completed an investigation and presented those findings to the City Manager on July 26, 2018. Based on the findings of the investigation, it was determined that the storage of solid waste on the property violates the following sections of city code:

- d. Title 5 Chapter 1; 5-1-4(I) Offensive Matter
- e. Title 5 Chapter 1; 5-1-4(N) Public Nuisance further defined
- f. Title 9 Chapter 2; 9-2-8(A) Fly Breeding Conditions

The storage of vehicles in various states of disrepair and utilized for storage violates the following sections of city code:

- c. Title 5 Chapter 1; 5-1-4(N) Public Nuisance further defined
- d. Title 5 Chapter 1; 5-1-4(P) Outside storage of vehicles

The property owner has been properly noticed under the noticing provisions stipulated in Title 5 Chapter 1 of city code, Title 9 Chapter 2, NRS Chapter 241 and NRS 268. The noticing was completed by the City's legal counsel. SAW

Mayor Johnson explained that Tom Coyle provided to the City a few options and wondered about the order of business.

Tom Coyle, City Attorney, answered have a hearing set. He had not been contacted by the property owner but he was aware the owner was present. We should initially find out if he is contesting the notice that was provided.

William Armstrong, 403 Pine Street, said he cleaned up and got rid of two of the vehicles. The other two will be hard to move but they will be out in a couple of weeks. He has been keeping garbage off since they got the notice.

Mr. Coyle thought that Assistant City Manager did recent review of the property on December 5th and there are still issues and we should go forward with hearing. As a preliminary matter, he would advise that we provided a notice by certified mailing, as required by the City Code, to Mr. Armstrong, concerning the findings by the Assistant City Manager that the public nuisance was valid. The complaints that he had received advised him to commence work within five days and complete it within thirty days, that there would be a possibility of this hearing before the Council, and the date of the hearing, and that it could possibly lead to proceedings that would impose a lien on his property. The notice did ask him to contact him or the City Manager to begin a cooperative process to try to clean up the property and remove the violations. He had not received any contact as of today. This would be his opportunity to contest the action of the Council. Even if he didn't contest, the Council would take action. The services were sent by certified mailing. That does comply with 9-2-14-C of the City Code, and 5-1-7 of our City Code. We also sent the notices as required under the Open Meeting Law. We have potentially two witnesses, Cathy Laughlin and Scott Wilkinson. He called Scott Wilkinson as a witness.

Mayor Johnson thought it was great that the property owner was present. Is there a simpler procedure that can be established tonight that says the property owner will take care of this in "X" amount of days, and if not completed then the City would move forward.

Mr. Coyle answered was an option under that notice but coming today as he has, he was not sure that they can do something simpler without calling for a break and speaking to him.

Mayor Johnson wondered if we were bypassing the property owner's option to clean the property up by continuing.

Mr. Coyle answered part of the order that would be given by the Council, should it find that there is a nuisance, would be there are nuisances and Mr. Armstrong has five days to commence work, thirty days to complete it, and in the event you don't do that then we are authorizing our city staff to go forward and complete those actions and assess those costs as a lien against your property.

Lillian Secrist, neighbor to subject property, stated they were not able to hear what had been said. She came prepared with a statement. They have been putting up with this for years. He has cleaned up in the past week but this goes way, way back. He is a concern to the neighborhood. This isn't something that just happened a week or two ago and that should be noted. They have been picking up and cleaning up in the last week.

Mayor Johnson thought we could start in the direction of city staff and then neighbors. We need to work as a community to get a solution that everyone can live with.

Mr. Coyle asked that Mr. Wilkinson be sworn in so he could testify to his investigation and findings.

Kelly Wooldridge swore in Mr. Wilkinson.

Scott Wilkinson, Assistant City Manager, stated his name, occupation and if he was familiar with the subject property and who the property owner was.

Mr. Coyle asked if he investigated the property concerning nuisance complaints.

Mr. Wilkinson answered he inspected the property with Cathy Laughlin as a witness on July 17. His inspection was from the existing right-of-way. He did not have permission to enter the property. He photo documented that inspection.

Mr. Coyle asked him to describe his findings.

Mr. Wilkinson answered there were several. There were four vehicles that appeared to be inoperable. There was a lot of solid waste on the property. The structure itself was in reasonable condition. The landscaping was, in his opinion, unmaintained. There was a lot of storage inside several of the vehicles that would provide habitat for a variety of pests. The solid waste storage on site would provide the opportunity for fly breeding and other pest habitat.

Mr. Coyle asked if he documented his investigation, findings and conclusions?

Mr. Wilkinson said he provided a report to the City Manager. The report was dated July 26. He provided a written report of his findings and provided the photo documentation as attachments to that report. The documentation was provided in the agenda packet and in addition to that, he provided hard copies to the City Council on the dais for their review at the meeting tonight.

Mr. Coyle offered that into evidence. He asked Mr. Wilkinson to go through the packet and describe what was being shown by the pictures.

Mr. Wilkinson explained in his memo dated July 26, he provided some background information and his findings based on his inspection of the property. Under findings No. 1, he described the condition of the structure as generally acceptable with a few broken windows. The exterior of the structure and the roof of the structure are in acceptable condition and represented in photograph one attached to the report. His second finding is the yard landscaping is not maintained and was dry with some weed control issues. Some areas of landscaping are overgrown. Cut plant materials are stored on site creating a potential fire hazard and cover for pests, and that is photo documented in photos two through four in the packet. His third finding was that there was a considerable amount of solid waste stored on the property, having the potential to harbor and provide a breeding ground for a variety of pests. The circumstance endangers the neighboring properties, persons occupying or utilizing those properties and any pets in the area. That is photo documented with photos five through eleven. The fourth finding was there were four automobiles on the property in various states of disrepair, including missing engines and wheels and/or tires. Two of the vehicles do not have license plates as photo documented in photographs twelve and thirteen. His sixth finding was that two of the vehicles were clearly in a long-term state of disrepair and being used for storage of items. That is photo

documented with photos fourteen and fifteen. His seventh finding, one vehicle had a license plate. Due to location of the vehicle in relationship to the ingress and egress, to the yard area, the ingress and egress blocked by other automobiles, and the fact that there were missing tires on the vehicles, it was apparent that the vehicle was not operable, and that was documented with photos sixteen and seventeen. The eighth finding was there was no evidence that any of the automobiles were in the process of being rebuilt or restored. His ninth finding was the complaints received by the City expressed concerns over purported illegal activities at the location and the condition of the property. This purported illegal issue is beyond the scope of this investigation.

Mr. Coyle asked based on those findings and the content of our City Code, did you find violations.

Mr. Wilkinson answered he did. He also documented in the report that the accumulation of the solid waste on the property is in violation of the following provisions of City Code: Title 5, Chapter 1, 5-1-4-1 Offensive Matter, Title 5, Chapter 1, 5-1-4(N) which further defines a public nuisance, and he listed the reasons for the further definition of public nuisance. The first being by reason of being a menace, threat and/or hazard to the general health and safety of the community. Number three under the City Code, by reason of lack sufficient or adequate maintenance of the property and/or being vacant and/or failing to complete improvements of any nature, any of which depreciates the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which the property is situated or such conditions exist. Also he found that the solid waste violated Title 9, Chapter 2, specifically 9-2-8(A) Fly Breeding Conditions. Premises are to be kept free of fly breeding substances. There was definitely a lot of garbage and refuse collected on the property. Additionally, at that time, he found, with the storage of the four automobiles in various states of disrepair, and at least three unlicensed automobiles, was in violation of the following provisions of City Code. The first would be Title 5, Chapter 1, 5-1-4-(N), the second would be Title 5, Chapter 1, specifically 5-4-1(P), and then the next one would be Title 5, Chapter 1, 5-1-4(Q). He had the attachments for that. In conclusion, he determined that a public nuisance was verified by the evidence presented and the complaints received by the City, and the investigation of the property, and the findings presented in the report. He had a recommendation to the City Manager to proceed with a declaration of a public nuisance through City Council with the assistance of City's legal counsel.

Mr. Coyle asked if he had recently reviewed the property.

Mr. Wilkinson answered he had inspected the property on December 5, 2018 and two vehicles had been removed. Some of the determinations he had prior to that have been abated. He also found that there were continuing violations that he offered to describe.

Mr. Coyle asked if he had prepared a written report on that. ♦

Mr. Wilkinson answered he did. That report has been provided to City Council in the packet. That report was dated December 5, 2018. He inspected the property with the City Planner accompanying him on that inspection. He photo documented the conditions of the property on that date. The findings would be first, the condition of the structure continues to be in a generally acceptable condition with a few broken windows. The exterior of the structure and the roof of the structure in acceptable condition. There is no significant change from the inspection conducted in July. The second finding would be that there was a considerable amount of cut

wood stored at various locations on the perimeter of the property. It is evident that a majority of the materials being processed as firewood. It doesn't appear that the cut wood presents a fire hazard at this time of year. That is documented in photographs four, nine, ten and eleven attached to the report. The third finding was there was a considerable amount of solid waste stored on the property, having the potential to harbor and provide a breeding ground for a variety of pests. The circumstance endangers the neighboring properties, persons occupying or utilizing those property, and any pets in the area. There is no clear evidence that this condition has been improved upon from the conditions observed in July. That is documented in photographs three, and then four through ten. His fourth finding was that two of the automobiles had been removed from the property since the inspection in July. His fifth finding was that there are two automobiles on the property in various states of disrepair. The pickup truck appears to have undergone some repairs since the inspection in July. The left front wheel and tire have been attached to the vehicle. The left front tire appears to be uninflated. The pickup truck did not have a hood on the vehicle in July. The second vehicle is clearly in a long-term state of disrepair and is being used for storage of materials. The second vehicle does not have a hood. It has uninflated tires, broken glass and it is not certain if there is an engine in the second vehicle. Those conditions are documented by photographs two, seven, nine and eleven. His sixth finding was that both vehicles do not have license plates attached to both the front and rear of the vehicles, and appear to be unregistered. The vehicles are being stored in a manner which does not prevent the harboring of insects, flies, rodents, snakes or other animals. That condition is documented in photograph two, four and seven. The seventh finding is there is no evidence that any of the automobiles are in the process of being rebuilt or restored.

Mr. Coyle asked based on that report and your investigation, were there still continuing violations of the City Code.

Mr. Wilkinson answered yes. The findings present violations of the following City Code: The solid waste on the property is a violation of Title 5, Chapter 1, specifically 5-1-4(I), Offensive Matter. The second violation would be Title 5, Chapter 1, specifically 5-1-4(N), further definition of public nuisance. The same findings as before by reason of being a menace, threat, and/or hazard to the general health and safety to the community. The third item listed in code meets the definition there by reason of lack of sufficient or adequate maintenance of the property and/or being vacant and/or failing to complete improvements of any nature, any of which depreciates enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which such property is situated or such conditions exist. He found a violation associated with the solid waste of Title 9, Chapter 2, specifically 9-2-8(A) Flybreeding conditions would still exist. There was a change in the findings on December 5 from July. The storage of two vehicles in various states of disrepair and utilized for storage of materials is in violation of the following provisions of City Code: Title 5, Chapter 1, specifically 5-1-4(N) Public Nuisance further defined. In this case he finds that it meets all three of provisions provided in City Code by reason of being a menace, threat and/or hazard to the general health and safety of the community by reason of being unsafe for occupancy or use on, in, about or around said property. And then by reason of sufficient or adequate maintenance of the property and/or being vacant and/or failing to complete improvements of any nature, any of which depreciates enjoyment, use of the property in the immediate vicinity to such an extent that is harmful to the community, and which such property is situated or such conditions exist. He also found that the two vehicles violated Title 5, Chapter 1, specifically 5-1-4(P), outside storage of vehicles, trailer, equipment, building material, and other property, unless protected in such a

manner as to prevent the harboring of insects, flies, rodents, snakes or other animals. In conclusion, we still have violations of code that he felt would meet a public nuisance finding and add a recommendation to proceed with a declaration of a public nuisance by the City Council, and to follow the recommendations of City Legal Counsel to abate the nuisance.

Mr. Coyle moved to admit the updated report dated December 5, 2018 into the record as evidence. He also moved for admission of the letters and notice to the property owner that was part of the packet to the Council as evidence before the Council and part of the record. He passed the witness to the property owner for any questions he might have for him.

Mayor Johnson asked as a property owner, did he have any questions for the Assistant City Manager.

Mr. Armstrong stated the white vehicle is really hard to move. He just got back from Reno.

Councilman Schmidtlein asked Mr. Wilkinson if it looked like trash service was being maintained. He drove by there on Friday, Saturday and Sunday to look at the property himself. Did he feel there is current trash service?

Mr. Wilkinson answered that was a possibility. It's hard to tell if the stored solid waste has grown much in volume since July. It appears to be about the same but it is difficult. They may be either disposing of trash on own or they have service. It doesn't appear to be a large volume of recent material deposited on the site.

Councilman Schmidtlein said he noticed a sofa or lounge chair sitting in the driveway in front of the garage door. Was that there prior?

Mr. Wilkinson answered in July we had some file cabinets so now we are accumulating more waste.

Councilman Schmidtlein said he noticed there were appliances, stove, refrigerators, siding and some other stuff that has all been sitting there. Was that sitting there six months ago vs. today?

Mr. Wilkinson answered he thought a lot of that was there.

Mr. Coyle called Cathy Laughlin as a witness.

Ms. Wooldridge swore in Cathy Laughlin.

Cathy Laughlin, City Planner, stated her name, her occupation and that she had been present for Mr. Wilkinson's testimony.

Mr. Coyle asked if she was familiar with the property and the complaints at that property.

Ms. Laughlin answered she was.

Mr. Coyle asked her to describe for the Council what she was familiar with as far as the history of this property and the complaints the City has been receiving.

Ms. Laughlin answered the City Planning Department started receiving complaints from the neighbors in February 2018. Those complaints went from February until July. They received seven different complaints from neighbors. She did reach out and sent a certified letter in March asking for the complaints to be addressed and the issues to be abated at that time. When they realized it hadn't happened they continued with the process.

Mr. Coyle asked if that certified letter was directed to the property owner.

Ms. Laughlin answered yes, it was.

Mr. Coyle asked as far as the nature of the complaints, were they concerning the conditions on the property?

Ms. Laughlin answered in a majority of them, there was a variety of complaints. They complained about the conditions of the property, the safety of the neighborhood, and how they felt unsafe in their own neighborhood. There were complaints about rodents, or the infestation of rodents due to the garbage. There were a variety of issues that were in the complaints.

Mr. Coyle asked if ultimately were those complaints, the existence of the complaints, brought to the attention of legal counsel and the City Manager.

Ms. Laughlin answered yes, they were.

Mr. Coyle asked if that was what started the investigation by Mr. Wilkinson.

Ms. Laughlin answered yes, it is. We provided that to the City Clerk. The City Clerk provided that to the City Manager, and that started the process.

Mr. Coyle passed the witness for questions from the property owner and the Council.

Mayor Johnson asked Mr. Armstrong if he had any questions for the City Planner as the property owner.

Mr. Armstrong answered no.

Mr. Coyle said he would rest the City side of the case at this point and allow the property owner if he has any information, testimony or argument.

Mayor Johnson asked Mr. Armstrong, as a property owner, if he had any argument or testimony on the comments that were provided by City staff, or in general.

Mr. Armstrong answered just what he had said earlier.

Mayor Johnson called for public comment.

Councilman Schmidtlein asked Mr. Armstrong to come up to the podium. Are you maintaining Elko Sanitation trash service.

Mr. Armstrong answered it was not being paid.

Councilman Schmidtlein asked if he was maintaining his utility payments for water, sewer, electricity.

Mr. Armstrong answered yes. Edward Jones trust pays it.

Councilman Schmidtlein noted they are paying it directly. Why aren't they paying for the trash service?

Mr. Armstrong answered he had it for three months before he went to jail. He didn't pursue it because the other people in the house wouldn't put the garbage in there. So they quit pursuing it. He doesn't have the number to Dan Buckley to call him. He keeps getting a wrong number from Robert Wines for the automobile recycling plant.

Councilman Schmidtlein said at the end of the day, if you are maintaining your utilities, you ought to be maintaining your trash. That is what this whole conversation is about. And a lot of other things, agreed? Your taxes, reading through the pamphlet, he is two years or two and a half years behind on his taxes.

Mr. Armstrong stated he didn't know that.

Councilman Schmidtlein said that was what he read in the pamphlet that was given to them in the agenda.

Mr. Armstrong said he sent the paper from jail to Wines when he was in jail. It was like \$1,000 for taxes. He thought they paid last year for one year's payment. I sent it to him from jail and it was only like \$1,000.

Councilman Schmidtlein said on another note, what is he doing for occupation. You have a trust that is taking care of you but it is not taking very good care of you from what he could see.

Mr. Armstrong stated he is in bad shape.

Councilman Schmidtlein asked for your extra-curricular activities, do you just have parties at the house. Transients come and go.

Mr. Armstrong answered yes, he's been slowing down.

Councilman Schmidtlein said there has been a lot of evidence that has been provided tonight that shows a lot of loitering coming to and from your house. He noticed a lot of broken windows. It's pretty disgusting. He can feel for his neighbors.

Councilman Keener asked Mr. Wines if he was or was not representing William Armstrong.

Robert Wines, Attorney, answered Mr. Armstrong did not ask him to represent him at this hearing. For this purpose tonight he is not representing him. He is the administrator of his grandmother's estate. He is also a contact person to assist him with contacting the Edward Jones trust when he requests it. The Edward Jones trust has very limited abilities to help him. He did not know that the taxes had not been paid. He thought he had informed the trust last year that the taxes were in arrears and that they needed to be paid and he assumed that they had been paid. They were a year behind when he found it but he thought he told them and he thought they paid it. Now that he is aware of it he will get that matter taken care of. That is something he knows the trust can take care of. Mr. Armstrong is responsible for his house and maintaining the structure. The trust pays for his utilities. At one point in time the trust was paying for garbage service for him. Something happened up there. He didn't know if he was throwing the wrong stuff in the garbage can or they were refusing to pick it up. He believe that service was terminated due to whatever the condition was that existed at that time. He believes he can get the trust to reinstate garbage service but he's going to have to use it and throw stuff in the garbage can to haul off.

Mayor Johnson called for public comment.

Scotty Vega explained she didn't want to give her address. They have kept quiet for so long because they don't want any retaliation. It is at 340 New Pine. You talk about what the house looks like but we haven't talked about the constant foot traffic, bike traffic, automobile traffic. They have talked to law enforcement and they say call us any time you see something suspicious. We can have someone on standby 24/7 because of something suspicious. There is always somebody walking through. She has had people going through her yard and she is a few houses over. She has had people going through her yard being chased by aliens and mountain lions. You can walk through the old utility access road, the rock wall, there are hypodermic needles there 24/7. People hide behind her trees and paranoia. There is always something going on at that house that effects everyone in the neighborhood. We have kept quiet way too long. They are scared what these people under the influence will do to them.

Carl Marlow rents a house across the street from Mr. Armstrong's house. They have been there for nine years. They have observed the same sorts of things. One of his former neighbors has had two home invasions in that time from individuals that have been associated with Mr. Armstrong's house, whether they were residents or transients. The transient traffic is constant. He has documented that with the police in multiple occasions over the past five years.

Ms. Vega said the break-ins he was talking about, her son-in-law now owns that house and his pregnant wife and him were too scared to come today because of it. There are young children in that neighborhood but they would not come here because of the break-ins and what would happen.

Molly Keller, 437 Pine Street, explained she has been in her house since 1980. Before that her grandparents were in the house. They have been through many years of issues with 403 Pine Street. Issues have included fire department calls for drug overdoses, deaths, other medical emergencies and a significant arson house fire set by the owner. Frequent police department calls regarding violence inside and outside the house, weapons, threats, possession, drug sales, prostitution and stolen property, just to name a few. Since the grandmother died, the grandson has been the legal owner of the property. Violations have increased significantly. It's her hope

that that we all realize that this declaration of a nuisance at 403 Pine is just the beginning of addressing many ongoing issues. On February 20, she filed a complaint report with Planning Department addressing the many nuisance violations. At the time there were seven broken down cars on the property along with sacks of decaying and rotting garbage and animal waste. The property was a breeding ground for rodent and pest infestation. Seven cars have now been reduced to two which still violates 5-1-4, Public nuisance, and "Q" - Junk abandoned and/or registered vehicles, and onto "4," - no more than two unregistered vehicles which number one are on property with all tires inflated, and that's not true and Mr. Wilkinson stated that. Number two, have no shattered windows and have not sustained collision damage, Mr. Wilkinson also restated that. The property also in violation of "K" - noxious or dry weeds. Weeds that when dry constitute a danger or menace of catching or spreading fire. "P" - outside storage of vehicles, trailers, equipment, building material and other property unless protected in such a manner as to prevent the harboring of insects, flies, rodents, snakes or other. She has lived in this neighborhood for 40 years. She is in the third decade watching police resources being depleted by problems at 403 Pine. She is a law abiding, tax paying, contributing member of this community. This neighborhood condition been incredibly difficult for her. You can tell by her voice how concerned she is about this. Two personal attacks come to mind for her. One was in December 2008, her house and two others on the block were violently vandalized, resulting in thousands of dollars in damage and a subsequent charge of "willful injury to the destruction of property" a felony, by the owner of 403 Pine. One February 11, 2018, her fence was set on fire, resulting in an arson charge. Over the years the neighbors have made numerous attempts for assistance, including calls to the police department, the City Attorney's office, the Planning Department, and all to no avail. She is angry, frustrated and terrified about what will happen in what should be a safe and quiet neighborhood, tonight, tomorrow and next week and next month. It is the City's responsibility to help them and, more importantly, to protect us. Thank you.

Mr. Coyle said he prepared a new findings and abatement order for the Council to consider. He filled in some of the blanks from the draft that was provided. As it was previously noted, Option One is off the table. Basically Option Two is for the Council to confirm and make findings consistent with the testimony and evidence presented by Scott Wilkinson and Cathy Laughlin, finding that we do have a public nuisance concerning the refuse and also that we have public nuisance concerning the vehicles and improper storage. It is ordering that the property owner himself have 30 days in which to abate these conditions. If he doesn't then it is authorizing Scott Wilkinson to determine that process is going nowhere and that he would supervise and direct City departments to take care of it, or, if necessary, to hire third parties to take care of it. The City could thereafter assert a lien and pursue the costs that way to the City. He understood we had in public comments and in comments from Councilman Schmidlein, that we are not addressing all of the issues there. We are addressing what we can as a City Council in a civil matter based on complaints of property conditions. As far as criminal activity, that's outside the scope of this hearing. We ask that Council determine and declare a public nuisance as set forth in that proposed order and order the abatement thereof.

Mayor Johnson said it looks like the first step is to accept what was presented by the City or qualify some of the things that we possibly don't agree with. He was in favor of voting that what's been presented to the City Council is absolute.

Mr. Coyle said that was basically set out in that paragraph under Option Two. The findings need to be specifically read in a motion if you get to that point. And then the order and abatement thereafter.

Mayor Johnson thought the motion should be in reference to testimony provided by Assistant City Manager and the City Planner, that the City Council is in agreement with the evidence provided as constituting a nuisance. We have difference stages of a nuisance. We have offensive matter, public nuisance further defined and fly breeding conditions and then we have the automobiles. Do we have to qualify?

Mr. Coyle felt it could be done in a blanket statement and then adopt the findings set forth in the proposed order.

Mayor Johnson asked if that was the only motion they needed to do; City Council to direct staff to...

Mr. Coyle answered first you would make a finding that a nuisance and the particular set forth by the testimony of Scott Wilkinson are found and declared and consistent with the proposed order and then thereafter you order abatement of that nuisance as set forth in the proposed order.

Mayor Johnson asked if a Councilmember wanted to take that.

**** A motion was made by Mayor Johnson, seconded by Councilman Schmidlein, to find there is a nuisance at 403 Pine Street as set forth by the testimony from Assistant City Manager, Scott Wilkinson, the findings are found and declared consistent with the proposed order and order abatement of the nuisance as set forth in the proposed order.**

After the motion and before the vote, Mr. Coyle said perhaps since this is a hearing that should hear if he has had an opportunity to look at the order or if he wants to contest the order and findings from Mr. Armstrong.

Mayor Johnson asked Mr. Armstrong if he wanted to contest the order or findings.

Mr. Armstrong said he wants to have time to...

Mayor Johnson asked if just wanted to get to the next step.

Mr. Armstrong answered yes.

Councilwoman Simons said he wants time to finish cleaning up.

Mayor Johnson said that is part of it. The City is going to declare that there is a nuisance and he would think that the property owner has "X" amount of time to deal with it. If not then the City will. He asked Mr. Coyle if that was correct. Are we taking this out of the hands of the property owner tonight? Or does he still have a chance to get something done and if not the City is coming.

Mr. Coyle answered the Order says 30 days to get it done.

Mayor Johnson repeated to Mr. Armstrong that he has 30 days. That is fair.

Councilman Keener asked if the 30 days was part of the last motion.

Mayor Johnson answered we are saying there is a nuisance. And we are saying to move with the order.

Councilman Keener wanted to add to it, if appropriate. That would be the 30 days with no provisions for adverse weather.

Mayor Johnson said it is 30 days regardless.

Councilman Keener just didn't want this to come back and have them complain they had a full week of snow and couldn't clean up.

Mr. Coyle thought it was clear from the comments from the Council and Mr. Wilkinson to click into motion if the 30 days passes.

Council voted on the motion.

The motion passed (4-0 Councilman Rice was absent.)

VI. PETITIONS, APPEALS, AND COMMUNICATIONS (Cont.)

- A. Review for possible approval or denial of a House of Prostitution License Application and Retail Liquor License Application made by Louis R. Goldberg, Anna L. Brown, and Peter S.N. Tang, dba Inez's Brothel located at 232 S 3rd Street, Elko, and matters related thereto. **FOR POSSIBLE ACTION**

A comprehensive background investigation was conducted by Elko Police Detectives regarding the Applicants. Mr. Goldberg, Ms. Brown, and Mr. Tang have met the requirements relating to City Code 4-9-7. The Police Chief has reviewed the investigation and documented a summary of the results in the attached memos to the Council. BR

Chief Reed explained this is a House of Prostitution and it goes hand in hand with a retail liquor license. This is for Inez's. We had three applicants. Just recently he gave testimony to the background of Mr. Goldberg and Ms. Brown. Council approved their license for Mona's. After consultation with the City Clerk and himself, they did not charge them an application fee. The detectives did refresh their background investigation. Mr. Tang paid the application fee and the results of his background investigation are back and summarized in the packet. He currently works at Inez's and is very professional. All three would be the licensee for Inez's Brothel and the included liquor license.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to approve House of Prostitution license application and Retail Liquor license application made by Louis R. Goldberg, Anna L. Brown and Peter S.N. Tang. Inez's Brothel location.**

The motion passed. (4-0 Councilman Rice was absent.)

- C. Review for possible approval or denial of a House of Prostitution License Application and Retail Liquor License Application, modifying the current House of Prostitution License and Retail Liquor License Application, to add Peter Tang to the license, DBA Mona's Ranch, located at 103 S 3rd St, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

A comprehensive background investigation was conducted by Elko Police Detectives regarding the Applicant. Mr. Tang has met the requirements relating to City Code 4-9-7. The Police Chief has reviewed the investigation and documented a summary of the results in the attached memo to the Council. BR

Chief Reed explained there was nothing further to add. They are adding a name to the existing Mona's license.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to approve a House of Prostitution license application and Retail Liquor license application, which modifies the current license to add Peter Tang to the license, dba Mona's Ranch located at 103 S. 3rd Street.**

The motion passed. (4-0 Councilman Rice was absent.)

VII. REPORTS

- A. Mayor and City Council

Councilman Keener said this was his last meeting as a Councilman. He was going to miss Chris and John. It was a great Christmas Party last Friday night. He had a question. Why did the judicial costs drop? Curtis Calder said he would have to get back with him on that.

- B. City Manager

Curtis Calder reminded everyone there will be a Special Meeting next Tuesday. It will also be the final meeting of the year.

- C. Assistant City Manager

Scott Wilkinson asked for the Mayor to sign the Order before he left. FISH has a better circumstance for a warming shelter. The Haunted House went away and they removed all the props from that area.

- D. Utilities Director

- E. Public Works

Dennis Strickland reported they broke leaf record from 9304 to 9945. Councilman Keener has had him on point regarding streetlights. From Jan 1st through November 29th of this year, the City reported ninety-eight lights that needed to be repaired. As of November 30, seventy-eight have been repaired and twenty still needed maintenance. Since then those twenty and an additional twelve have been reported again. As of December 11, they have repaired twenty more. Now he will be getting quarterly reports from NV Energy.

- F. Airport Manager

G. City Attorney

Dave Stanton said they will be looking at updating nuisance code.

Councilman Keener asked how are things coming along with the fiber lease language. Mr. Stanton said they have a good draft but he has been in trial and has not been able to work on it much.

H. Fire Chief

I. Police Chief

Chief Reed thanked the Councilmembers for their assistance on the Brothel issue. He will be working on the final wording for the next meeting.

J. City Clerk

Kelly Wooldridge said she is working on new Councilmember portraits for the website.

K. City Planner

L. Development Manager

M. Administrative Services Director

Jonnye Jund explained the judicial costs were reduced because we did not get billed two years ago for one quarter. We are making that invoice up this fiscal year.

N. Parks and Recreation Director

James Wiley reported on the swimming pool. They recently signed a contract with Lostra Engineering. It is a 45-day contract to do inspections, assessments, design and estimates. It is also laid out to get us all the way through bidding and construction management. The pool will probably be closed for the majority of the winter and hopefully open back up in the spring.

O. Civil Engineer

Bob Thibault said they have a winter shut down in effect on the Phase 1 work, to resume until April 1st. There is still work ongoing on the other projects.

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Mayor Johnson said he wanted to see the work happen on the pool as soon as possible. He congratulated Bill Hance, Chip Stone and Reece Keener for their election to City Council. He knows that excitement. He will be watching the new Council and calling Kim to be put on the CC list for the agendas. He wouldn't trade his experiences for anything.

There being no further business, Mayor Chris Johnson adjourned the meeting.

Mayor Chris Johnson

Kelly Wooldridge, City Clerk

City of Elko)
County of Elko)
State of Nevada)

SS December 18, 2018

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 4:00 p.m., Tuesday, December 18, 2018.

This meeting was called to order by Mayor Chris Johnson.

CALL TO ORDER

ROLL CALL

Mayor Present: Chris J. Johnson

Council Present: Councilman John Rice
 Councilman Robert Schmidlein
 Councilman Reece Keener
 Councilwoman Mandy Simons *arrived 4:02pm*

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Ryan Limberg, Utilities Director
 Kelly Wooldridge, City Clerk
 Dennis Strickland, Public Works Director
 Cathy Laughlin, City Planner
 Jonnye Jund, Administrative Services Director
 Candi Quilici, Accounting Manager
 Susie Shurtz, Human Resources Manager
 Ben Reed Jr., Police Chief
 Matt Griego, Fire Chief
 Jack Snyder, Deputy Fire Chief
 John Holmes, Fire Marshal
 James Wiley, Parks and Recreation Director
 Jim Foster, Airport Manager
 Bob Thibault, Civil Engineer
 Jeff Ford, Building Official
 Dave Stanton, City Attorney
 Mike Haddenham, WRF Superintendent
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this

item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Mike Lostra, 930 College Ave., Lostra Engineering, spoke about the report on the pool (Exhibit "A"). He stated: "There is some structural damage to the northern wall. Where the building is 50 years old, you will see that all kinds of things have happened and they wanted to make sure the damage was isolated to the northern wall." He believes the failure on the northern wall is isolated and there was no visual evidence that the building was shifting or moving. The report outlines a conceptual fix without a budget.

Mayor Johnson read a Proclamation in Recognition of the Sesquicentennial Birthday of Elko, Nevada, December 28, 2018. He presented a copy of it to Jan Peterson, City Sexton.

I. APPROPRIATIONS

- D. Review, consideration, and possible issuance of final acceptance for the WRF Emergency Diesel Generator (Equipment), and matters related thereto. **FOR POSSIBLE ACTION**

Smith Power Products Inc. (Smith) was awarded this bid with a scheduled delivery date of July 2, 2018. The generator arrived on site September 24, 2018.

The generator was delayed in part due to manufacturing of the generator. Additionally, and to a greater degree, the generator was delayed when the subcontractor Koontz-Wagner, who was tasked with building the weatherproof enclosure and fuel tank, went out of business. This then resulted in the generator being rerouted and rush shipped to the Midwest for a rush build of the enclosure, fuel tank, and appurtenances, then rush shipped back to Elko, all at Smith's expense.

When the unit arrived, the enclosure varied from the original design specs which the concrete pad had been designed around. To rectify this matter, Smith agreed to pay for an enlarged concrete pad. This change resulted in additional delays.

The generator is currently on site and operational. Smith has agreed to reimburse the City for the additional concrete pad expense (24,200.00) as well as LD's in the amount of \$29,175.00 (10% of the equipment cost as limited by the contract) to be deducted from their invoice. RL

Ryan Limberg, Utilities Director, introduced Aaron Walquist from Smith Power Products in the audience.

Mayor Johnson said liquidated damages for him are for incentive for the contractor to get the job done. In this case Smith had some issues but they owned it and reimbursed the City for the cost increases. They stayed with the job as much as they could. He would like to consider eliminating the LDs on this project.

Councilman Schmidtlein said you need to be careful waiving LDs. What impacts did the City have regarding the LDs, if at all?

Mr. Limberg answered there wasn't an impact to the City. The old generator still worked. From the dollar side, Smith has squared it with the City. With the time delays, we were able to use what we had and not be put out by not having the new generator.

Dave Stanton, City Attorney, said the LDs are to compensate the City for delays. It is specified in the contract that the LDs are presumed if the deadline is not met. The test is not whether or not there is substitute facility or a substitute piece of property the City can put into use. If there is a LD provision in the contract and a deadline that triggers it, there is a presumption that the City is losing out if the deadline is not met. Our contract is with Smith Power Products and they were expected to deliver within a specific period of time. How they went about doing that was up to them. They have the ability to choose a subcontractor and they happened to choose poorly, but that was on them. The fact is they did not deliver on time and LDs were triggered because the deadline was not met. If there is going to be some sort of good faith exception, that is going to make it difficult to apply that waiver equally across the board whenever this comes up. We, as a public entity, have an obligation to treat contractors in a similar way.

Mr. Limberg said we go through the LDs frequently with contractors. There is always some disagreement, etc. This is the first time in his career that he has not seen that. Smith stepped up and said they were responsible for the concrete pad. He commended Smith for stepping up and saying it was their mistake. Their name was more important than the dollars.

Stephan Beck, 532 9th Street, said when the City attorney said triggered liquidated damages and then it sounds like the situation was handled in good faith by the contractor, and there is no impact on the City, he wonders why we would have LDs. He thinks good faith efforts should be rewarded and taken into consideration.

Councilman Schmidtlein asked how many days were applied to the LDs.

Mr. Limberg answered we are at \$500 a day so the \$29,000 would be roughly 60 days.

Councilman Rice said we create a slippery slope if we waive the LDs. A contract is a contract. He fears setting a precedent.

Bill Hance, 724 5th Street, asked if the wording in the contract was "May" or "Shall."

Mr. Limber answered, "May."

Mr. Hance felt there was some discretion in the contract with the word "May." Did Smith keep you updated during the process?

Mr. Limberg answered they kept him advised but he let Smith know there was a contract with a firm date and they needed to work it out. They met with him during the Mine Expo and explained the situation with the subcontractor and that there would be delays.

Mr. Stanton said the wording is always "May". The issue is equivalent treatment. In this case, the contractor is acknowledging that the City is entitled to the LDs.

Chip Stone said having not been in construction, is there a mechanism set up that allows the contractor to file an insurance claim and get reimbursed?

Aaron Walquist, Smith Power, said they could file an insurance claim on the LD's but not on the concrete pad or the other extra costs.

Mr. Stone thanked him for handling it the way he did.

**** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to accept WRF Emergency Diesel Generator (equipment) project with Smith Power Products, in the amount of \$291,750 minus \$24,200 for additional concrete, and minus \$29,175 in liquidated damages, for a total \$238,375.**

The motion passed unanimously. (4-0)

II. UNFINISHED BUSINESS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to table this item.**

The motion passed unanimously. (4-0)

III. NEW BUSINESS

- A. Review and consideration of a request from Mr. Rob Fitzgerald of Surebrec Holdings, LLC for a Special Reimbursement Agreement as defined in City Code 9-1-35 (E), for reimbursement of a sewer main and boring costs within the I-80 Right of Way, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Fitzgerald is the owner of a parcel of land and wishes to develop. In order to do so, Mr. Fitzgerald needs to install sewer service. Currently there is not a viable

means of discharging sewer from the site. In order to do so, a sewer main would need to be installed under I-80 or a sewer lift station would need to be installed.

Staff vastly prefers a gravity sewer main under I-80 when compared to a lift station alternative. The sewer main bore is proposed to be located at a low point where it could be used by multiple parcels. RL

Ryan Limberg, Utilities Director, showed the location on the overhead screen. They are not asking for reimbursement for extending any sewer mains on their property, but they are asking for reimbursement where the sewer main crosses I80. This scenario resembles the situation we had at Exit 298 with the waterline. There was a cost estimate in the packet.

Councilwoman Simons asked if this was similar to the truck stop situation.

Mr. Limberg answered yes.

Councilman Schmidtlein stated you are requiring a 24-inch casing, 12-inch main. Multiple developers would be able to hook onto this. Is the 24-inch casing necessary and how much utilization will happen with full buildout? A 12-inch sewer main is a fairly good size because most residential neighborhoods only require 8.

Mr. Limberg said what they tried to do is bring this forward to see if Council is in support of it before they go negotiate an agreement. Development may change and this is all based on assumptions. It is better to make it too big than just the right size.

Councilman Schmidtlein thought the City should be on the hook for the upsize since the developer would not need that much.

Mr. Limberg said that is in City Code and they do that all of the time.

Scott Wilkinson, Assistant City Manager, thought an important consideration is that we can put a lift station there and bring it back to Ruby Vista and put all of that cost on the developer but staff prefers that gravity sewer which require a bore under the freeway.

Mayor Johnson thought it helped that this serves more development. Can staff redraft the agreement?

Mr. Wilkinson answered it is something that won't occur if they don't move forward with development.

Mr. Limberg said the developer would like to move forward with the project in the spring but before that, they wanted to see if the City would consider an agreement.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Rice, to direct staff on a special reimbursement agreement and bring back to Council with the understanding the developer will be on the hook to offset whatever the lift station costs would be, as well as, whatever the sewer main installation of a minimum of 8-inch that they**

absorb that cost. That would be the footage under the I80 corridor. The City would be on the hook for all of the oversize and the bore.

After the motion and before the vote, Mr. Limberg said the 8-inch costs under I80, do you want that subtracted out?

Councilman Schmidlein answered he would like the developer to pick up the costs for the 8-inch and we would pay for everything above it and we will pay for the casing and bore. As other people come online, we can collect the connection fees. That is a good place to start.

Luke Fitzgerald, 207 Brookwood Drive, said they would have to look at the cost and right now, he doesn't see any problems. He will work with Mr. Limberg on an agreement.

Council voted on the motion.

The motion passed unanimously. (4-0)

- B. Review, consideration, and possible recommendation to City Council for Revocable Permit No. 5-18, filed by Elite Storage & R.V., LLC. to occupy a portion of 12th Street right-of-way to accommodate a sign, and matters related thereto. **FOR POSSIBLE ACTION**

Elite Storage & R.V. LLC. is currently under construction on their storage units at the intersection of 12th Street and Opal Drive. If approved, this will be the location of their sign for the business. CL

Mayor Johnson disclosed he owns a ministorage business and abstained from the discussion.

Mayor Pro Tem Rice took over the agenda item.

Cathy Laughlin, City Planner, explained the application.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to approve the Revocable Permit 5-18 for a sign in the 12th Street Right-Of-Way, subject to execution to a standard License Agreement between the applicant and the City of Elko.**

The motion passed. (3-0 Mayor Johnson abstained.)

IV. RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance No. 838, an ordinance approving an amendment to the development agreement between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner"), specifically to add Phase 2 of the Copper Trails subdivision and impose a bottom of finished floor elevation for all future placement of principal building sup-gradient of the Eight-Mile drainage easement of two feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record, and to direct Staff to

set the matter for second reading, public hearing and possible adoption, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to N.R.S. 278.0205 and Section 3-2-26(F) of the City Code, Council may amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest if it finds that the amendment to the agreement is consistent with the Master Plan. The amendment shall be approved by adoption of an ordinance. In this instance, the owner has requested the City amend the approved development agreement and Staff is in agreement. SAW

Ms. Laughlin explained this is the 2nd Amendment to the Copper Trails Development Agreement. We have a master plan of the entire area and this amendment will include the expansion into Phase 2. There is also a zone change that has been applied for. She recommended moving to public hearing and second reading.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to conduct first reading of Ordinance No. 838 and direct staff to set the matter for Public Hearing, Second Reading and possible adoption.**

The motion passed unanimously. (4-0)

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for the vacation of 5' of the existing 10' public utility and drainage easement along the southwesterly lot line, parcel referred to as APN 001-61J-028, filed by Koinonia Construction and processed as Vacation No. 4-18, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant has requested a vacation of half of the existing easement due to the irregularity of the parcel shape and setbacks requirements. CL

Ms. Laughlin explained the petition.

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to accept the Petition for Vacation and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (4-0)

- B. Consideration of a request from Ms. Callie Tregidga to hold the "Relay for Life" Event in the Elko Main City Park (area 10) on May 18th and 19th, 2019, including the extension of the curfew from 11:00 P.M. on May 18th until 8:00 A.M. on May 19th and authorization to park one (1) RV Trailer overnight, and matter related thereto. **FOR POSSIBLE ACTION**

A letter from Callie Tregidga, Director of Operations, Hilton Garden Inn, has been placed in your packet for your review. CC

Angela West, 3850 E. Idaho Street, Elko Relay for Life, explained the last two years, the relays have had scheduling conflicts with the high school. This is an overnight event. She explained what the organization does for cancer patients in Elko. She feels area 10 is an ideal area to hold this event.

Councilman Rice thought it would be great to have a path around the Main City Park. It would be good for future relays

Dave Stanton did not think they needed to do anything for the curfew. It is already covered in the code.

Ms. West said the park closes at 11pm and they would need approval to keep it open.

James Wiley, Parks and Recreation Director, said the parks do close at midnight. This is an overnight event so we would be giving authorization to keep the park open. They would also like to have an RV parked overnight.

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve a request from Relay for Life to hold an event in the Elko Main City Park area 10, on May 18-19, 2019 and permit the park to extend its hours until 8:00 a.m. and allow for one RV trailer to be parked there overnight in area 10.**

The motion passed unanimously. (4-0)

- C. Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Sartini Gaming LLC / Sean T. Higgins DBA Gold Bar, located at 3600 West Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Ben Reed Jr., Police Chief, explained this is the new Golden Gate gas station but it is for the Casino side of the business with different oversight.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Rice, to ratify the Police Chief issuing a 60-day temporary retail liquor license and issue a Regular Retail Liquor License, to Sartini Gaming LLC/Sean T. Higgins DBA Gold Bar, located at 3600 West Idaho Street in Elko.**

The motion passed unanimously. (4-0)

I. APPROPRIATIONS (Cont.)

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve the general warrants.**

The motion passed unanimously. (4-0)

- B. Review and possible approval of Print 'N Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve the Print 'N Copy warrants.**

The motion passed unanimously. (4-0)

- C. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve the Great Basin Engineering warrants.**

The motion passed. (3-0 Councilman Schmidtlein abstained.)

VII. REPORTS

- A. Mayor and City Council

Councilman Schmidtlein said a few words about Mayor Johnson and Councilman Rice and working with them for the last six years and wished them luck in the future.

Councilwoman Simons mirrored Councilman Schmidtlein's comments and wished everyone a Merry Christmas.

- E. Public Works

Dennis Strickland followed the sentiments expressed by Councilman Schmidtlein and Councilwoman Simons. They have done a great job and they will be missed.

VI. 5:30 P.M. PUBLIC HEARINGS

- A. First reading for Ordinance 837, an Amendment to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution," and matters related thereto." **FOR POSSIBLE ACTION**

Council initiated Staff to make changes to City Code Title 4, Chapter 9, "Prostitution," as well as to complete a business impact statement on October 23, 2018. On December 11, 2018 council determined there was a direct and significant impact to businesses due to the proposed rule fee structure (pursuant to NRS 237.080). Furthermore, council approved the business impact statement subject to the proposed fee structure being changed to \$5000 per applicant for the application, \$6500 for a new license, and \$6500 for an annual renewal of the brothel license. Today is the first reading of the ordinance. If council approves first reading, the next meeting will include the second reading of the ordinance as well as the resolution outlining the revised fee structure. BR

Chief Reed went over the highlights of the proposed Ordinance.

Louis Goldberg, 103 3rd Street, said a lot of work has been put into this and he appreciates the hard work. He doesn't have any real issues but he wanted some clarity. On 4-9-7(C) where they were talking about taking out the 30 days, shouldn't we put some length of time in there?

Councilman Schmidtlein asked if the Chief was willing to put 60 or 90 days in there.

Chief Reed said they originally had 60 days in there but thought 90 days was appropriate.

Mr. Goldberg went to 4-9-12(B) regarding the timing of payment. Sometimes there are holidays that land on the due days. Just recently they turned in some paperwork and could not pay until the Chief signed off.

Councilman Schmidtlein asked if he was looking for a grace period or maybe the next business day.

Councilman Rice said in those cases it rolls up to the next business day anyway. He didn't think anything needed to be changed.

Councilwoman Simons asked about the circumstance Mr. Goldberg was talking about and if this would cover it.

Chief Reed said he wouldn't have a problem with it. The current ordinance says the 15th so nothing has changed.

Kelly Wooldridge, City Clerk, said there was some issue and she agrees with the next business day.

Mr. Goldberg went to 4-9-14(A). They get calls from the state about a girl testing positive. When they call the Police Department, sometimes they get different information. He wanted some clarification about how to get information and/or testing results.

Councilman Rice thought that fell under HIPAA law.

Dave Stanton, City Attorney, said the sex worker could sign a waiver for the house to receive information but the City would not be able to give them information otherwise.

Shelby Womack explained the current process for sex workers and how they get their test results.

**** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to approve Ordinance No. 837 with one revision to 4-9-7(C), Report of an investigation within 90 days, the Police shall report the result, initiate the business impact statement process and refer the matter for second reading.**

The motion passed unanimously. (4-0)

- B. Review, consideration, and possible action to adopt Resolution No. 30-18, a resolution of the Elko City Council adopting a change in zoning district boundaries from C- General Commercial and GI- General Industrial to R-Single

Family and Multiple Family Residential approximately .287 acres of property located generally north of the intersection of 9th Street and River Street, filed by Donald Carlson and Velvet Carlson, and processed as Rezone No. 7-18, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the subject zone change request on December 4, 2018 and took action to forward a recommendation to City Council to adopt a resolution which conditionally approves Rezone No. 7-18. CL

Cathy Laughlin, City Planner, explained the zone change request.

**** A motion was made by Mayor Johnson, seconded by Councilman Rice, to adopt Resolution No. 30-18. .**

The motion passed unanimously. (4-0)

VII. REPORTS (Cont.)

A. Mayor and City Council

Councilman Rice made a heartfelt farewell speech.

Mayor Johnson also gave a heartfelt speech thanking City staff and constituents for the last fifteen years filled with experiences he will treasure.

B. City Manager

Curtis Calder stated he has worked with two Mayors and at least nine Councilmembers, five Police Chiefs, three Fire Chiefs, three City Clerks and two City Attorneys. Without a doubt this has been the best Council to work for. He has enjoyed working with them. He wished them the best and hope they stay involved. Elko is a great place to live and the best place to live in the state.

C. Assistant City Manager

D. Utilities Director

Ryan Limberg said it has been rewarding working with Mayor Johnson and Councilman Rice. He has valued their opinions. He commends them for finding a way to work together to get things done. He thanked them for their dedicated service. He thought they left the City better than they received it.

F. Airport Manager

Jim Foster reported next month will be his 19th year with the City but this is the only board he has worked with. Thank you for your leadership and support. Thursday will be the final walkthrough for the two projects at the airport.

G. City Attorney

Dave Stanton said Councilman Rice and Mayor Johnson have been very thoughtful; they listened and cared. They have always wanted to do the right thing. It made his job easier and he appreciates having the privilege of working with both of them.

H. Fire Chief

John Holmes congratulated Mayor Johnson and Councilman Rice. Then he stated this is the 5th year with Operation Santa. They have five families they are sponsoring this year. It has been very successful.

Jack Snyder said thank you to Mayor Johnson and Councilman Rice. Thanks to their support and help, the Fire Department has come a long way. He went on to report ISO was there last week to do their annual audit. We have gotten stronger and he believes they will be improving their score. It will get even better once the Next Gen E911 comes online.

I. Police Chief

Chief Reed echoed the comments that staff made regarding Mayor Johnson and Councilman Rice. It has been great having their support. They will be missed. He gave an update on Next Gen E911.

J. City Clerk

K. City Planner

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director

James Wiley echoed everything that was said to Mayor Johnson and Councilman Rice. He reported on the Swimming Pool inspection and report. Mike Lostra will be making preliminary estimates and it will be evaluated before we move to the next step.

O. Civil Engineer

Bob Thibault has enjoyed working with Councilman Rice and Mayor Johnson. He reported on the Sports Complex project.

P. Building Official

Jeff Ford said best wishes and it has been great working with them.

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

There were no public comments.

There being no further business, Mayor Chris Johnson adjourned the meeting.

Mayor Chris Johnson

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. **Title: Mayoral designation of City Council members to specific "Liaison" positions within the City of Elko, and matters related thereto. NO ACTION BY THE COUNCIL REQUIRED**
2. **Meeting Date: January 8, 2019**
3. **Agenda Category: PERSONNEL**
4. **Time Required: 10 Minutes**
5. **Background Information:**
 1. **Police Department Liaison**
 2. **Street Department Liaison**
 3. **Waterworks and Sewer Liaison**
 4. **Fire Department Liaison**
 5. **Airport and Public Property Liaison**
 6. **Parks/Recreation Department Liaison**
 7. **Building Department Liaison**
 8. **Animal Shelter Liaison**
 9. **Landfill Liaison**
 10. **Finance Department Liaison**
 11. **Information Systems Department Liaison**
 12. **Redevelopment Advisory Council (Board Member)**
 13. **Stormwater Advisory Committee (Board Member)**
 14. **ECVA (Board Member)**
 15. **NNRDA (Board Member)**
 16. **Elko County Commission Liaison**
 17. **Elko County Water Planning Commission Liaison**
 18. **Elko County Fair Board Liaison**
 19. **Elko County Regional Transportation Commission (Board Member)**
 20. **Elko County Debt Management Commission (Board Member)**
 21. **Elko County Recreation Board (Board Member)**
 22. **Other Departments Not Listed – KW**
6. **Budget Information:**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. **Business Impact Statement: Not Required**

Agenda Item II.A.

8. Supplemental Agenda Information:
9. Recommended Motion: **No Action by the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Mayoral Appointments	Mayor Keener	Councilwoman Simons	Councilman Schmidtlein	Councilman Stone	Councilman Hance
Airport and Public Property		1st			2nd
Fair Board			1st		
Fire			1st	2nd	
Parks/Recreation/Cemetery/Golf		1st		2nd	
Police	1st		2nd		
Streets/Public Works		1st			2nd
Building Department		1st			2nd
Water and Sewer	2nd				1st
RAC					1st
Landfill			1st		2nd
Animal Shelter		2nd		1st	
County Commission	1st		2nd		
Elko Debt Service	1st				
NNRDA	1st				
ECVA				1st	
Recreation Board	MEMBER	MEMBER		MEMBER	MEMBER
RTC			1st		
Finance	1st		2nd		
IT Department					1st
SWAC					1st
Mayor Pro Tempore: TBD					

**Elko City Council
Agenda Action Sheet**

1. **Title: Election of Mayor Pro Tempore, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information:
6. **Budget Information:**

 Appropriation Required: N/A
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a letter of resignation from Mr. David Freistroffer from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **This resignation is a result of Mr. Freistroffer's schedule conflicts with the Planning Commission meetings. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Resignation**
9. Recommended Motion: **Accept the resignation of Planning Commission member David Freistroffer, and direct Staff to begin the recruitment process.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **David Freistroffer
1156 Court Street
Elko, NV 89801
david.freistroffer@gmail.com**

Shelby Archuleta

From: David Freistroffer <david.freistroffer@gmail.com>
Sent: Tuesday, January 1, 2019 9:46 AM
To: Cathy Laughlin
Cc: Shelby Archuleta; Jeff Dalling - PC Member (jcdalling@hotmail.com)
Subject: Resignation from Planning Commission

Cathy,

I am resigning my position on the Elko City Planning Commission, effective immediately (12/31/18).

Thank you for the great experience. I enjoyed it very much.

If we are having trouble making quorum at the January meeting, because this is short notice, please let me know and I will delay my resignation until after the meeting.

---David Freistroffer

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possihle authorization to solicit bids for the Elko Swimming Pool Repair Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **20 Minutes**
5. Background Information: **The north wall of the swimming pool enclosure requires substantial repair. The City entered into a Professional Service Agreement with Lostra Engineering on December 7, 2018 to conduct structural inspections of the wall, complete a preliminary design and preliminary engineer's estimate, complete a final design and prepare bid documents as approved by the city. The Engineer has completed structural inspections of the wall, developed a preliminary design of sufficient detail to develop and provide a preliminary engineer's estimate completing phase 1 of the agreement. Prior to authorization to proceed with Phase II and Phase III of the agreement, Staff is requesting authorization to solicit bids. JW**
6. Budget Information:

Appropriation Required: **\$XXX,XXX.00**
Budget amount available: **\$XXX,XXX.00**
Fund name: **General and/or Recreation**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Agreement for Professional Services, Preliminary Design and Preliminary Engineer's Estimate**
9. Recommended Motion: **Pleasure of Council**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Engineers Estimate

Client: City of Elko

Project Address: 1501 College Avenue, Elko, Nevada

Project Description: Municipal Swimming Pool 2018 Repair/Remodel Project

Description	Units	Unit Price	Cost	Markup	Total
<u>Division 1 - General Requirements</u>					
Terry's Porta Toilets	3	\$85.00	\$255.00	\$76.50	\$331.50
Building Permit (City of Elko - Waived)	0	\$0.00	\$0.00		\$0.00
Lostra Engineering Design	0	\$0.00	\$0.00		\$0.00
Tools	8	\$250.00	\$2,000.00		\$2,000.00
Fuel (Days)	21	\$83.75	\$1,758.75		\$1,758.75
Mobilization	1	\$1,500.00	\$1,500.00		\$1,500.00
Demobilization	1	\$1,500.00	\$1,500.00		\$1,500.00
Trucks (3 Total)	21	\$200.00	\$4,200.00		\$4,200.00
<u>Division 2 - Site Construction</u>					
Demolition (Saw Cutting, Brick Removal, Etc.)	1	\$4,500.00	\$4,500.00		\$4,500.00
Excavation (Mini-Excavation) - Rental Included	1	\$3,600.00	\$3,600.00		\$3,600.00
Cold Weather Protection	3	\$500.00	\$1,500.00		\$1,500.00
Dump Fees (Building Material)	24.75	\$34.00	\$841.50		\$841.50
Dump Fees (Concrete Removal - 500 Sq. Ft.)	18.75	\$15.50	\$290.63		\$290.63
<u>Division 3 - Concrete</u>					
Perimeter Stem Wall (100 LF)	27	\$250.00	\$6,750.00	\$675.00	\$7,425.00
Column Encasement (5 Columns)	12	\$250.00	\$3,000.00	\$300.00	\$3,300.00
Concrete Slab On Grade (500 Sq. Ft.)	11	\$250.00	\$2,750.00	\$275.00	\$3,025.00
<u>Division 4 - Masonry</u>					
Column Brick Repair Allowance (South Side)	1	\$1,500.00	\$1,500.00	\$450.00	\$1,950.00
<u>Division 5 - Metals</u>					
Steel Girts (HSS 10X4X1/4 - 538lbs @ \$1.60)	20	\$860.80	\$17,216.00	\$1,721.60	\$18,937.60

Division 6 - Woods & Plastics

	Units	Unit Price	Cost	Markup	Total
Wood Studs (Exterior Wall)	84	\$6.50	\$546.00	\$163.80	\$709.80
OSB Sheathing	15	\$25.00	\$375.00	\$112.50	\$487.50

Division 7 - Thermo & Moisture

	Units	Unit Price	Cost	Markup	Total
Building Wrap - Tyvek 9'x150'	1	\$95.49	\$95.49	\$28.65	\$124.14
Metal Siding & Roofing Package	2900	\$3.00	\$8,700.00	\$2,610.00	\$11,310.00
Building Insulation	2900	\$2.00	\$5,800.00	\$1,740.00	\$7,540.00

Division 8 - Doors & Windows

	Units	Unit Price	Cost	Markup	Total
Windows (Double Pane - Low E (6'X4') w/ Install	4	\$650.00	\$2,600.00	\$260.00	\$2,860.00
Entrance Door w/ Install	1	\$2,500.00	\$2,500.00	\$250.00	\$2,750.00

Division 9 - Finishes

	Units	Unit Price	Cost	Markup	Total
Gypsum Wall Board Labor/Material	400	\$8.00	\$3,200.00	\$960.00	\$4,160.00
Interior Paint Labor/Material	400	\$4.00	\$1,600.00	\$480.00	\$2,080.00
Interior Liner Panel	2500	\$4.00	\$10,000.00	\$1,000.00	\$11,000.00

Division 10 - Specialties

	Units	Unit Price	Cost	Markup	Total
Landscape Repair Allowance	1	5,000.00	\$5,000.00		\$5,000.00
Fence Repair Allowance	1	1,000.00	\$1,000.00		\$1,000.00

Division 11 - Equipment

	Units	Unit Price	Cost	Markup	Total
All Terrain Fork Lift (Week Rental)	7	1,679.00	\$11,753.00	\$1,175.30	\$12,928.30
Skid Steer (Week Rental)	4	\$1,000.00	\$4,000.00	\$400.00	\$4,400.00
Scissor Lift (Week Rental)	7	\$289.00	\$2,023.00	\$202.30	\$2,225.30
Delivery & Pickup Charge Each	3	\$458.00	\$1,374.00	\$137.40	\$1,511.40
Dump Truck Haul Off (3 Days)	24	\$189.00	\$4,536.00	\$453.60	\$4,989.60

Division 12 - Furnishings**Division 13 - Special Construction**

	Units	Unit Price	Cost	Markup	Total
Existing Glulam Beam Preventative Maintenance	5	1,000.00	\$5,000.00	\$500.00	\$5,500.00

Existing Steel Column Paint/Preparation	5	600.00	\$3,000.00	\$300.00	\$3,300.00
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Division 14 - Conveying Systems

Division 15 - Mechanical

Division 16 - Electrical

Electrical Fixture Allowance/ Bay	4	\$1,000.00	\$4,000.00	\$400.00	\$4,400.00
Electrical Labor (2 Guys - 2 Days)	32	\$57.88	\$1,852.16	\$926.08	\$2,778.24

General Contractor Labor

	Hours	Rate	Total	Taxes/Ins.	Total
Foreman (Assumed 8 Weeks - 40 Hours/Week)	320	\$47.36	\$15,155.20	\$7,577.60	\$22,732.80
Carpenter (Assumed 8 Weeks - 40 Hours/Week)	320	\$47.36	\$15,155.20	\$7,577.60	\$22,732.80
Carpenter (Assumed 8 Weeks - 40 Hours/Week)	320	\$47.36	\$15,155.20	\$7,577.60	\$22,732.80
Laborer (Assumed 8 Weeks - 40 Hours/Week)	320	\$38.08	\$12,185.60	\$6,092.80	\$18,278.40
Laborer (Assumed 8 Weeks - 40 Hours/Week)	320	\$38.18	\$12,217.60	\$6,108.80	\$18,326.40

	Unit	Unit Price	Cost	Markup	Total
Total Cost			\$201,985.33	\$50,532.13	\$252,517.45

<u>Administration, Management & Insurance</u>	201.985325	\$93.00	\$18,784.64		\$18,784.64
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<u>Profit</u>	\$271,302.09	0.1	\$27,130.21		\$27,130.21
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<u>Total Project Cost</u>					\$298,432.30
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<u>Total Project Profit</u>					\$77,662.34
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<u>% Profit of Total Project Cost</u>					26.02%
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<u>Total Project Cost w/ Contengency</u>		1.15			\$343,197.14
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Concrete Yards	Length	Width	Height	Cu. Ft.	Total Yards
Perimeter Stem Wall	100	1	6.5	650	24.07
Column Encasement	70	0.5	8	280	10.37
Concrete Slab On Grade	100	5	0.5	250	9.26
Total Foundation Concrete					43.70
Waste					8.74
Total Yards					52.44

Labor Description	Hours	Rate	Total	Taxes/Ins.	Total
				25%	
Foreman	320	45	\$14,400.00	\$3,600.00	\$18,000.00
Carpenter	320	35	\$11,200.00	\$2,800.00	\$14,000.00
Carpenter	320	35	\$11,200.00	\$2,800.00	\$14,000.00
Laborer	320	20	\$6,400.00	\$1,600.00	\$8,000.00
Laborer	320	20	\$6,400.00	\$1,600.00	\$8,000.00
Total Labor					\$62,000.00

Engineers Estimate

Client: City of Elko

Project Address: 1501 College Avenue, Elko, Nevada

Project Description: Municipal Swimming Pool 2018 Repair/Remodel Project

Description	Units	Unit Price	Cost	Markup	Total
<u>Division 1 - General Requirements</u>					
Terry's Porta Toilets	3	\$85.00	\$255.00	\$76.50	\$331.50
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Lostra Engineering Design	0	\$0.00	\$0.00		\$0.00
Tools	8	\$250.00	\$2,000.00		\$2,000.00
Fuel (Days)	21	\$83.75	\$1,758.75		\$1,758.75
Mobilization	1	\$1,500.00	\$1,500.00		\$1,500.00
Demobilization	1	\$1,500.00	\$1,500.00		\$1,500.00
Trucks (3 Total)	21	\$200.00	\$4,200.00		\$4,200.00
<u>Division 2 - Site Construction</u>					
	Units	Unit Price	Cost	Markup	Total
Demolition (Saw Cutting, Brick Removal, Etc.)	1	\$4,500.00	\$4,500.00		\$4,500.00
Excavation (Mini-Excavation) - Rental Included	1	\$3,600.00	\$3,600.00		\$3,600.00
Cold Weather Protection	3	\$500.00	\$1,500.00		\$1,500.00
Dump Fees (Building Material)	24.75	\$34.00	\$841.50		\$841.50
Dump Fees (Concrete Removal - 500 Sq. Ft.)	18.75	\$15.50	\$290.63		\$290.63
<u>Division 3 - Concrete</u>					
	Units	Unit Price	Cost	Markup	Total
Perimeter Stem Wall (100 LF)	27	\$250.00	\$6,750.00	\$675.00	\$7,425.00
Column Encasement (5 Columns)	12	\$250.00	\$3,000.00	\$300.00	\$3,300.00
Concrete Slab On Grade (500 Sq. Ft.)	11	\$250.00	\$2,750.00	\$275.00	\$3,025.00
<u>Division 4 - Masonry</u>					
	Units	Unit Price	Cost	Markup	Total
Column Brick Repair Allowance (South Side)	1	\$1,500.00	\$1,500.00	\$450.00	\$1,950.00
<u>Division 5 - Metals</u>					
	Units	Unit Price	Cost	Markup	Total
Steel Girts (HSS 10X4X1/4 - 538lbs @ \$1.60)	20	\$860.80	\$17,216.00	\$1,721.60	\$18,937.60

Division 6 - Woods & Plastics

	Units	Unit Price	Cost	Markup	Total
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	Units	Unit Price	Cost	Markup	Total
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Metal Siding & Roofing Package	2900	\$3.00	\$8,700.00	\$2,610.00	\$11,310.00
Building Insulation	2900	\$2.00	\$5,800.00	\$1,740.00	\$7,540.00

Division 8 - Doors & Windows

	Units	Unit Price	Cost	Markup	Total
Windows (Double Pane - Low E (6'X4') w/ Install	4	\$650.00	\$2,600.00	\$260.00	\$2,860.00
Entrance Door w/ Install	1	\$2,500.00	\$2,500.00	\$250.00	\$2,750.00

Division 9 - Finishes

	Units	Unit Price	Cost	Markup	Total
Gypsum Wall Board Labor/Material	400	\$8.00	\$3,200.00	\$960.00	\$4,160.00
Interior Paint Labor/Material	400	\$4.00	\$1,600.00	\$480.00	\$2,080.00
Interior Liner Panel	2500	\$4.00	\$10,000.00	\$1,000.00	\$11,000.00

Division 10 - Specialties

	Units	Unit Price	Cost	Markup	Total
Landscape Repair Allowance	1	5,000.00	\$5,000.00		\$5,000.00
Fence Repair Allowance	1	1,000.00	\$1,000.00		\$1,000.00

Division 11 - Equipment

	Units	Unit Price	Cost	Markup	Total
All Terrain Fork Lift (Week Rental)	7	1,679.00	\$11,753.00	\$1,175.30	\$12,928.30
Skid Steer (Week Rental)	4	\$1,000.00	\$4,000.00	\$400.00	\$4,400.00
Scissor Lift (Week Rental)	7	\$289.00	\$2,023.00	\$202.30	\$2,225.30
Delivery & Pickup Charge Each	3	\$458.00	\$1,374.00	\$137.40	\$1,511.40
Dump Truck Haul Off (3 Days)	24	\$189.00	\$4,536.00	\$453.60	\$4,989.60

Division 12 - Furnishings**Division 13 - Special Construction**

	Units	Unit Price	Cost	Markup	Total
Existing Glulam Beam Preventative Maintenance	5	1,000.00	\$5,000.00	\$500.00	\$5,500.00

Existing Steel Column Paint/Preparation	5	600.00	\$3,000.00	\$300.00	\$3,300.00
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Division 14 - Conveying Systems

Division 15 - Mechanical

Units	Unit Price	Cost	Markup	Total
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Division 16 - Electrical

Units	Unit Price	Cost	Markup	Total
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Electrical Fixture Allowance/ Bay	4	\$1,000.00	\$4,000.00	\$400.00	\$4,400.00
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Electrical Labor (2 Guys - 2 Days)	32	\$55.00	\$1,760.00	\$176.00	\$1,936.00
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General Contractor Labor

Hours	Rate	Total	Taxes/Ins.	Total
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Foreman (Assumed 8 Weeks - 40 Hours/Week)	320	\$45.00	\$14,400.00	\$3,600.00	\$18,000.00
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Carpenter (Assumed 8 Weeks - 40 Hours/Week)	320	\$35.00	\$11,200.00	\$2,800.00	\$14,000.00
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Carpenter (Assumed 8 Weeks - 40 Hours/Week)	320	\$35.00	\$11,200.00	\$2,800.00	\$14,000.00
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Laborer (Assumed 8 Weeks - 40 Hours/Week)	320	\$20.00	\$6,400.00	\$1,600.00	\$8,000.00
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Laborer (Assumed 8 Weeks - 40 Hours/Week)	320	\$20.00	\$6,400.00	\$1,600.00	\$8,000.00
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Unit	Unit Price	Cost	Markup	Total
		\$181,624.37	\$27,247.65	\$208,872.01

Total Cost

<u>Administration, Management & Insurance</u>	181.624365	\$93.00	\$16,891.07		\$16,891.07
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<u>Profit</u>	\$225,763.08	0.1	\$22,576.31		\$22,576.31
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Total Project Cost

\$248,339.39

Total Project Profit

\$49,823.95

% Profit of Total Project Cost

20.06%

Total Project Cost w/ Contengency

1.15	\$285,590.29
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Concrete Yards	Length	Width	Height	Cu. Ft.	Total Yards
Perimeter Stem Wall	100	1	6.5	650	24.07
Column Encasement	70	0.5	8	280	10.37
Concrete Slab On Grade	100	5	0.5	250	9.26
Total Foundation Concrete					43.70
Waste					8.74
Total Yards					52.44

Labor Description	Hours	Rate	Total	Taxes/Ins. 25%	Total
Foreman	320	45	\$14,400.00	\$3,600.00	\$18,000.00
Carpenter	320	35	\$11,200.00	\$2,800.00	\$14,000.00
Carpenter	320	35	\$11,200.00	\$2,800.00	\$14,000.00
Laborer	320	20	\$6,400.00	\$1,600.00	\$8,000.00
Laborer	320	20	\$6,400.00	\$1,600.00	\$8,000.00
Total Labor					\$62,000.00

STATE OF NEVADA

BRIAN SANDOVAL
GOVERNOR

C. J. MANTHE
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2019 PREVAILING WAGE RATES ELKO COUNTY

DATE OF DETERMINATION: October 1, 2018

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$250,000 BID/AWARDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019*

"Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT

OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.030 (2)(d)

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

(1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and

(2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	NSHE OR SCHOOL DISTRICT	Union or Non-Union Rate
AIR BALANCE TECHNICIAN			Union
Air Balance-Journeyman	60.43	54.39	
Air Balance-Foreman	63.56	57.20	
Air Balance-General Foreman	66.68	60.01	

AIR BALANCE TECHNICIAN JOB DESCRIPTION

A separate free zone will be established **for employees permanently residing** and working within a seventy-five (75) mile radius of the Elko, Nevada Post Office.

Zone 1- 0 to 75 miles	\$0.00
Zone 2- 75 to 100	\$5.00
Zone 3- over 100	\$10.00

ADD ZONE RATE

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Elko County Courthouse, Nevada:

Zone 1- 0 to 75 miles	\$0.00
Zone 2- 75 to 100	\$5.00
Zone 3- over 100	\$10.00

ALARM INSTALLER			Non-Union
Alarm Installer	31.70	28.53	

ALARM INSTALLER

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

BOILERMAKER			Union
Boilermaker-Journeyman	65.94	59.35	
Boilermaker-Foreman	65.94	59.35	
Boilermaker-General Foreman	65.94	59.35	

BOILERMAKER

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER			Union
Bricklayer	39.73	35.76	

BRICKLAYER JOB DESCRIPTION

ADD ZONE RATE

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road miles of over fifty thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Free Zone 1-0-34 Miles	\$0.00
Zone 1-35-75 Miles	\$2.50
Zone 2-Over 75 Miles	\$8.13

CARPENTER	See Amendment 1		Union
Carpenter	47.36	42.62	

CARPENTER JOB DESCRIPTION

ADD ZONE RATE

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-75-150 miles	\$4.00
Zone 3-150-300 miles	\$5.00
Zone 4-301 miles and over	\$6.00

CEMENT MASON			Union
Cement Mason-Journeyman	41.12	37.01	
Cement Mason-Foreman	44.12	39.71	

CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles	\$0.00
Zone 2-91 miles and over	\$6.00

ELECTRICIAN-COMMUNICATION TECHNICIAN			Union
Communication Technician	36.49	32.84	

ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$5.00
Zone 3 -91 miles and over	\$7.00

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR			Union
Electrician-Groundman	42.28	36.17	
Electrician-Lineman	64.83	58.35	
Electrician-Foreman	65.35	58.81	
Electrician-General Foreman	69.99	62.99	
Electrician-Equipment Specialist	75.14	67.63	

ELECTRICIAN LINEMAN JOB DESCRIPTION

ELECTRICIAN-NEON SIGN			Union
Electrician-Neon Sign	50.75	45.68	

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN-WIREMAN			Union
Wireman	57.88	52.09	
Cable Splicer	62.05	55.84	
Foreman	62.05	55.84	
General Foreman	66.22	59.60	

ELECTRICIAN-WIREMAN JOB DESCRIPTION

ADD ZONE RATE

In addition to Electrician rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1-0-70 miles	\$0.00		
Zone 2-71-90 miles	\$8.00		
Zone 3 -91 miles and over	\$10.00		
ELEVATOR CONSTRUCTOR			Union
Elevator Constructor-Journeyman Mechanic	87.91	79.12	
Elevator Constructor-Mechanic in Charge	95.74	86.17	
ELEVATOR CONSTRUCTOR , includes but is not limited to:			
1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;			
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;			
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;			
FENCE ERECTOR			Non -Union
Fence Erector	21.65	19.49	
FENCE ERECTOR			
Includes but is not limited to:			
1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;			
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;			
3. Digging post holes with a spade, post hole digger or power driven auger;			
4. Aligning posts through the use of lines or by sighting;			
5. Verifying vertical alignment of posts with a plumb bob or spirit level;			
FLAGPERSON			Union
Flagperson	35.21	31.69	
FLAGPERSON , includes but is not limited to:			
1. Directing movement of vehicular traffic through construction projects;			
2. Distributing traffic control signs and markers along site in designated pattern;			
3. Informing drivers of detour routes through construction sites;			
ADD LABORER ZONE RATE			
(Highway and Dam Construction only)			
In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:			
Zone 1-0 to 75 miles	\$0.00		
Zone 2-75 to 150 miles	\$4.00		
Zone 3-150 to 300 miles	\$5.00		
Zone 4-300 miles and over	\$6.00		

FLOOR COVERER			Union
Floor Coverer-Journeyman	42.19	37.97	
Floor Coverer-Foreman	45.10	40.59	
<u>FLOOR COVERER JOB DESCRIPTION</u>			
GLAZIER			Non -Union
Glazier	29.05	26.15	
GLAZIER Includes but is not limited to: <ol style="list-style-type: none"> 1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases; 2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings; 3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools; 4. Loading and arranging of glass on trucks at the site of the public work; 			
HIGHWAY STRIPER			Union
Highway Striper	40.83	36.75	
<u>HIGHWAY STRIPER JOB DESCRIPTION</u>			
ADD LABORER ZONE RATE (Highway and Dam Construction only) In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse: Zone 1-0 to 75 miles \$0.00 Zone 2-75 to 150 miles \$4.00 Zone 3-150 to 300 miles \$5.00 Zone 4-300 miles and over \$6.00			
HOD CARRIER-BRICK MASON TENDER			Union
Brick Mason-Journeyman	36.67	33.00	
Brick Mason-Foreman	37.07	33.36	
<u>HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION</u>			
ADD ZONE RATE In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse: Zone 1-35 to 75 miles \$1.25 Zone 2-76 miles and over \$7.50			

HOD CARRIER-PLASTERER TENDER			Union
Plasterer Tender-Journeyman	39.67	35.70	
Plasterer-Gun Tender	40.67	36.60	
Plasterer Tender-Foreman	41.03	36.93	
<u>HOD CARRIER-PLASTERER JOB DESCRIPTION</u>			
ADD ZONE RATE In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada: Zone 1-70 miles \$0.00 Zone 70 miles and over \$8.00			
IRON WORKER			Union
Ironworker-Journeyman	69.05	62.15	
Ironworker-Foreman	72.85	65.57	
Ironworker-General Foreman			
<u>IRON WORKER JOB DESCRIPTION</u>			
LABORER			Union
<u>SEE GROUP CLASSIFICATIONS</u>			
Landscaper	32.92	29.63	
Furniture Mover	34.42	30.98	
Group 1	38.08	34.27	
Group 1A	35.21	31.69	
Group 2	38.18	34.36	
Group 3	38.33	34.50	
Group 4	38.58	34.72	
Group 4A	41.08	36.97	
Group 5	38.88	34.99	
Group 6			
Nozzlemen, Rodmen	37.88	34.09	
Gunmen, Materialmen	38.58	34.72	
Reboundmen	38.23	34.41	
Gunit Foremen	39.28	35.35	
<u>LABORER JOB DESCRIPTION</u>			
ADD ZONE RATE			

LABORER (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

LABORER (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

MECHANICAL INSULATOR			Union
Mechanical Insulator-Journeyman	65.34	58.81	
Mechanical Insulator-Foreman	68.34	61.51	
Mechanical Insulator-General Foreman	70.34	63.31	

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

ADD ZONE RATE

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:

Zone 1-0-20 miles-	\$1.25
Zone 2-21-40 miles-	\$2.50
Over 40 miles-	\$10.63

MILLWRIGHT			Union
Millwright-Journeyman	61.91	55.72	
Millwright-Welder	62.91	56.62	

Millwright-Foreman	65.64	59.08	
Millwright-General Foreman	69.75	62.78	
<u>MILLWRIGHT JOB DESCRIPTION</u>			
ADD ZONE RATE In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse: Zone 1-1 to 14 miles \$0.00 Zone 2-15 to 35 miles \$1.50 Zone 3-35 miles and over \$3.25			
OPERATING ENGINEER			Union
<u>SEE GROUP CLASSIFICATIONS</u>			
Group 1	53.09	47.78	
Group 1A	55.85	50.27	
Group 2	56.38	50.74	
Group 3	56.65	50.99	
Group 4	57.39	51.65	
Group 5	57.69	51.92	
Group 6	57.86	52.07	
Group 7	58.11	52.30	
Group 8	58.70	52.83	
Group 9	59.02	53.12	
Group 10	59.37	53.43	
Group 10A	59.56	53.60	
Group 11	59.80	53.82	
Group 11A	61.44	55.30	
Group 11B	62.25	56.03	
Foreman	61.44	55.30	
Add 7% to base rate for "Second" Shift			
Add 12.5% to base rate for "Special" shift			
OPERATING ENGINEER , includes but is not limited to: Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement. ADD ZONE RATE In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse			

Zone 1-0 to 75 miles	\$0.00		
Zone 2-75 to 150 miles	\$3.00		
Zone 3-151 to 300 miles	\$4.00		
Zone 4-301 miles and over	\$5.00		
OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR			Union
SEE GROUP CLASSIFICATIONS			
Group 1	66.74	60.07	
Group 1 Truck Crane Oiler	68.39	61.55	
Group 1 Oiler	62.22	56.00	
Group 2	60.26	54.23	
Group 2 Truck Crane Oiler	66.88	60.19	
Group 2 Oiler	61.97	55.77	
Group 3	60.05	54.05	
Group 3 Truck Crane Oiler	65.64	59.08	
Group 3 Oiler	61.75	55.58	
Group 3 Hydraulic	59.83	53.85	
Group 4	61.42	55.28	
Group 5	62.38	56.14	
Add 7% to base rate for "Second" Shift			
Add 12.5% to base rate for "Special" Shift			
<p>OPERATING ENGINEER, included but is not limited to:</p> <p>Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.</p> <p>ADD ZONE RATE</p> <p>In addition to: STEEL FABRICATOR and ERECTOR rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse</p> <p>Zone 1-0 to 75 miles \$0.00</p> <p>Zone 2-75 to 150 miles \$3.00</p> <p>Zone 3-151 to 300 miles \$4.00</p> <p>Zone 4-301 miles and over \$5.00</p>			
OPERATING ENGINEER - PILEDRIVER			Union
SEE GROUP CLASSIFICATIONS			
Group 1	67.86	61.07	
Group 1 Truck Crane Oiler	62.40	56.16	

Group 1 Oiler	60.48	54.43	
Group 2	66.32	59.69	
Group 2 Truck Crane Oiler	62.19	55.97	
Group 2 Oiler	60.28	54.25	
Group 3	64.87	58.38	
Group 3 Truck Crane Oiler	61.97	55.77	
Group 3 Oiler	60.05	54.05	
Group 4	63.36	57.02	
Group 5	62.25	56.03	
Group 6	61.14	55.03	
Group 7	60.18	54.16	
Group 8	59.22	53.30	
Add 7% to base for "Second" Shift			
Add 12.5% to base for "Special" Shift			

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER PILEDRIVER** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$3.00
Zone 3-151 to 300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

PAINTER			Union
Brush/Roller Painter	39.64	35.68	
Spray Painter/Paperhanger	40.98	36.88	
Sandblaster	41.03	36.93	
Structural Steel & Steeplejack	41.03	36.93	
Swing Stage	41.64	37.48	
Special Coating Application-Brush	41.69	37.52	
Special Coating Application-Spray	41.69	37.52	
Special Coating Application-Spray Steel	41.69	37.52	
Foreman	\$1.00 above highest Journeyman		

PAINTER JOB DESCRIPTION

PILEDRIIVER			Union
Piledriver-Journeyman	55.46	49.91	
Piledriver-Foreman	59.19	53.27	
PILEDRIIVER , includes but is not limited to: <ol style="list-style-type: none"> 1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers; 2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling; 3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures; 			
PLASTERER			Union
Plasterer	42.76	38.48	
<u>PLASTERER JOB DESCRIPTION</u> ADD ZONE RATES In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada: Zone 1-0-70 miles \$0.00 Zone 2-70 miles and over \$8.00			
PLUMBER/PIPEFITTER			Union
Plumber/Pipefitter	56.45	50.81	
<u>PLUMBER/PIPEFITTER JOB DESCRIPTION</u>			
REFRIGERATION			Union
Refrigeration-Journeyman	51.19	46.07	
Refrigeration-Foreman	54.16	48.74	
Refrigeration-General Foreman	57.13	51.42	
<u>REFRIGERATION JOB DESCRIPTION</u>			
ROOFER (Does not include sheet metal roofs)			Non-Union
Roofer	25.48	22.93	
ROOFER Includes but is not limited to: <ol style="list-style-type: none"> 1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools; 			

2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER			Union
Sheet Metal Worker	60.43	54.39	

SHEET METAL WORKER JOB DESCRIPTION

A separate free zone will be established **for employees permanently residing** and working within a seventy-five (75) mile radius of the Elko, Nevada Post Office.

Zone 1- 0 to 75 miles	\$0.00
Zone 2- 75 to 100	\$5.00
Zone 3- over 100	\$10.00

ADD ZONE RATE

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Elko County Courthouse, Nevada:

Zone 1- 0 to 75 miles	\$0.00 (including the City of Fallon and the Fallon Naval Air Base)
Zone 2- 75 to 100	\$5.00
Zone 3- over 100	\$10.00

SPRINKLER FITTER			Non-Union
Sprinkler Fitter-Journeyman	28.38	25.54	
Sprinkler Fitter-Foreman	28.38	25.54	
Sprinkler Fitter-General Foreman	28.38	25.54	

SPRINKLER FITTER

Includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR			Union
Surveyor	72.16	64.94	

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

ADD ZONE PAY

In addition to: SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00
Zone 3-41 to 60 miles	\$3.00
Zone 4-over 60 miles	\$3.50

TAPER			Union
Taper	44.81	40.33	

TAPER JOB DESCRIPTION

TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER			
Tile, Terrazzo and Marble Finisher	29.32	26.39	

TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION

TILE SETTER/TERRAZZO WORKER/MARBLE MASON			Union
Tile Setter-Journeyman	39.12	35.21	
Tile Setter-Foreman	40.37	36.33	
Tile Setter-General Foreman	42.12	37.91	
Terrazzo/Marble Mason-Journeyman	40.62	36.56	
Terrazzo/Marble Mason-Foreman	41.87	37.68	
Terrazzo/Marble Mason-General Foreman	43.62	39.26	

TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION

ADD ZONE RATE

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-50 Miles	\$0.00		
Zone 2-50-75 Miles	\$3.75		
Zone 3-Over 75 Miles	\$8.13		
TRAFFIC BARRIER ERECTOR			Union
Traffic Barrier Erector	38.08	\$34.27	
TRAFFIC BARRIER ERECTOR , includes but is not limited to: Erects or places instruments to provide directional assistance to traffic on or near the public works construction project. ADD LABORER ZONE RATE (Highway and Dam Construction only) In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse: Zone 1-0 to 75 miles \$0.00 Zone 2-75 to 150 miles \$4.00 Zone 3-150 to 300 miles \$5.00 Zone 4-300 miles and over \$6.00			
TRUCK DRIVER			
<u>Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcrites and Bulk Cement Spreader)</u>			Non -Union
Under 4 yds. (water level)	35.82	32.24	
4 yds. & under 8 yds. (water level)	35.82	32.24	
8 yds. & under 18 yds. (water level)	35.82	32.24	
18 yds. & under 25 yds. (water level)	35.82	32.24	
25 yds. & under 60 yds. (water level)	35.82	32.24	
60 yds. & under 75 yds. (water level)	35.82	32.24	
75 yds. & under 100 yds. (water level)	35.82	32.24	
100 yds. & under 150 yds.(water level)	35.82	32.24	
150 yds. & under 250 yds. (water level)	35.82	32.24	
250 yds. & under 350 yds. (water level)	35.82	32.24	
350 yds. & over (water level)	35.82	32.24	
<u>Transit Mix</u>	35.82	32.24	
Under 8 yds.	35.82	32.24	
8 yds. & including 12 yds.	35.82	32.24	
Over 12 yds.	35.82	32.24	

<u>Transit Mix (Using Boom)</u>			
Transit mix with boom shall receive 16 cents per hour	35.82	32.24	
above the appropriate yardage classification rate of pay	35.82	32.24	
when such boom is used	35.82	32.24	
<u>Water & Jetting Trucks</u>	35.82	32.24	
Up to 2,500 gallons	35.82	32.24	
2,500 gallons & over	35.82	32.24	
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	35.82	32.24	
Heavy Duty Transport (High Bed)	35.82	32.24	
Heavy Duty Transport(Gooseneck low bed)	35.82	32.24	
Tiltbed or Flatbed Pull Trailers	35.82	32.24	
Bootman, Comb. Bootman & Road Oiler	35.82	32.24	
Flat Rack (2 or 3 axle unit)	35.82	32.24	
<u>Bus & Manhaul Drivers</u>	35.82	32.24	
Up to 18,000 lbs. (single unit)	35.82	32.24	
18,000 lbs. & over (single unit)	35.82	32.24	
Helicopter Pilot (transporting men/materials)	35.82	32.24	
Lift Jitneys	35.82	32.24	
<u>Winch Truck & "A" Frame Drivers</u>			
Up to 18,000 lbs.	35.82	32.24	
18,000 lbs. and over	35.82	32.24	
Warehousemen Spotter	35.82	32.24	
Warehouse Clerk	35.82	32.24	
Tire Repairmen	35.82	32.24	
Truck Repairmen	35.82	32.24	
Pick Up Truck & Pilot Cars (Jobsite)	35.82	32.24	
Pick Up Truck & Pilot Cars (Over the road)	35.82	32.24	
Truck Oil Greaser	35.82	32.24	

Fuel Truck Driver	35.82	32.24	
Fuel Man & Fuel Island Man	35.82	32.24	
Oil Tanker	35.82	32.24	
Oil Tanker with Pup	35.82	32.24	
Foreman:	35.82	32.24	

TRUCK DRIVER

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

WELL DRILLER

Well Driller	71.19	64.07	Non Union
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WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)

Lubrication and Service Engineer (mobile and grease rack)	58.11	52.30	Union
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ADD ZONE PAY

In addition to: LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on road miles from the Carson City Courthouse or Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$3.00
Zone 3-150 to 300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

SOIL TESTER (CERTIFIED)

Soil Tester (Certified)	71.19	64.07	Union
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ADD ZONE PAY

In addition to: FIELD SOILS AND MATERIAL TESTER and FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	\$0.00
Zone 2-21 to 40 miles	\$2.00

Zone 3-41 to 60 miles	\$3.00		
Zone 4-over 60 miles	\$3.50		
SOILS AND MATERIALS TESTER			Union
Soils and Materials Tester	71.19	64.07	
ADD ZONE PAY			
In addition to: FIELD SOILS AND MATERIAL TESTER and FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:			
Zone 1-0 to 20 miles	\$0.00		
Zone 2-21 to 40 miles	\$2.00		
Zone 3-41 to 60 miles	\$3.00		
Zone 4-over 60 miles	\$3.50		

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

All cleanup work of debris, grounds, and building including windows and tile

Dumpmen or Spotter (other than asphalt)
Handling and Servicing of Flares, Watchmen
General Laborer
Guide Posts and Highway Signs
Guardrail Erection and Dismantling
Limber, Brushloader and Piler
Pavement Marking and Highway Striping
Traffic Control Supervisor

Group 2

Choker setter or Rigger (clearing work only) Pittsburgh
Chipper and similar type brush shredders
Concrete worker (wet or dry) all concrete work not listed in Group 3
Crusher or Grizzly Tender
Greasing Dowels
Guinea Chaser (Stakemen)
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
Railroad Trackmen (maintenance, repair or builders)
Sloper
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

Group 3

Asphalt Workers (Ironers, Shovelers, Cutting Machine)

Buggymobile
 Chainsaw, Faller, Logloader and Bucker
 Compactor (all types)
 Concrete Mixer under 1/2 yard
 Concrete Pan Work (Breadpan type), handling, cleaning\stripping
 Concrete Saw, Chipping, Grinding, Sanding, Vibrator
 Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
 Curbing or Divider machine
 Curb Setter (precast or cut)
 Ditching Machine (hand-guided)
 Drillers Helper, Chuck Tender
 Form Raiser, Slip Forms
 Grouting of Concrete Walls, Windows and Door Jams
 Headerboardmen
 Jackhammer, Pavement Breaker, Air Spade
 Mastic Worker (wet or dry)
 Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
 All Power Tools (air, gas, or electric), Post Driver
 Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry
 Rototiller
 Rigging and Signaling in connection with Laborers' work
 Sandblaster, Potmen, Gunmen or Nozzlelemen
 Vibra-screed
 Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

Group 4

Burning and Welding in connection with Laborers' work
 Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
 High scalers
 Concrete pump operator
 Heavy Duty Vibrator with Stinger 5" diameter or over
 Pipelayer, Caulker and Bander
 Pipelayer-waterline, Sewerline, Gasoline, Conduit
 Cleaning of Utility Lines
 Slip Lining of Utility Lines (including operation of Equipment)
 TV Monitoring and Grouting of Utility Lines
 Asphalt Rakers

Group 4A

Foreman

Group 5

Construction Specialists
 Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
 Asbestos removal
 Lead abatement
 Hazardous waste
 Material removal

Group 6

Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:**Group 1**

Engineer Assistant

Group 1A

Heavy Duty Repairman Helper

Oiler

Parts man

Group 2

Compressor Operator

Material Loader and/or Conveyor Operator (handling building materials)

Pump Operator

Group 3

Bobcat or similar loader, 1/4 cu. yd. or less

Concrete Curing Machines (streets, highways, airports, canals)

Conveyor Belt Operator (tunnel)

Forklift (under 20)

Engineer Generating Plant (500 K.W.)

Mixer Box Operator (concrete plant)

Motorman

Rotomist Operator

Oiler (truck crane)

Group 4

Concrete Mixer Operator, Skip type

Dinky Operator

Forklift (20' or over) or Lumber Stacker

Ross Carrier

Skip Loader Operator (under one (1) cu. yd.)

Tie Spacer

Group 5

Concrete Mixers (over one (1) cu. yd.)

Concrete Pumps or Pumpcrete Guns

Elevator and Material Hoist (one (1) drum)

Groundman for Asphalt Milling and similar

Group 6

Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.

Boom Truck or Dual Purpose a-Frame Truck

B.L.H. Lima Road Pactor or similar

Chip Box Spreader (Flaherty type or similar)

Concrete Batch Plant (wet or dry)

Concrete Saws (highways, streets, airports, canals)

Locomotives (over thirty (30) tons)

Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
 Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
 Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
 Pavement Breaker, Truck Mounted, with compressor combination
 Pavement Breaker or Tamper (with or without compressor combination)
 Power Jumbo Operator (setting slip-forms, etc., in tunnels)
 Roller Operator (except asphalt)
 Self-Propelled Tape Machine
 Self-Propelled Compactor (single engine)
 Self-Propelled Power Sweeper Operator
 Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
 Small Rubber-Tired Tractors
 Snooper Crane, Paxton-Mitchell or similar
 Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.
 Compressor (over 2)
 Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
 Concrete Conveyor, Building Site
 Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
 Crusher Plant Engineer
 Generators
 Kolman Loader
 Material Hoist (two (2) or more drums)
 Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
 Mine or Shaft Hoist
 Pipe Bending Machines (pipeline only)
 Pipe Cleaning Machines (tractor-propelled and supported)
 Pipe Wrapping Machines (tractor-propelled and supported)
 Portable Crushing and Screening Plants
 Post Driller And/Or Driver
 Pumps (over 2)
 Roller Operator (asphalt)
 Screedman (except asphaltic or concrete paving)
 Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
 Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
 Slusher Operator
 Surface Heater and Planer Operator
 Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
 Truck-Type Loader
 Welding Machines (gasoline or diesel)

Group 8

Asphalt Plant Engineer
 Asphalt Milling Machine
 Cast-In-Place Pipe-Laying Machine
 Combination Slusher and Motor Operator

Concrete Batch Plant (multiple units)
 Dozer Operator
 Drill Doctor
 Elevating Grader Operator
 Grooving and Grinding Machine (highways)
 Ken Seal Operator
 Loader (up to and including two and one-half (2 1/2) cu. yds)
 Mechanical Trench Shield
 Mixermobile
 Push Cats
 Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
 Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c.,
 Euclids, T-Pulls, DW10, 20, 21 and similar)
 Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
 Sheepfoot
 Small Tractor (with boom)
 Soil Stabilizer (P & H or equal)
 Timber Skidder (rubber-tired) or similar equipment
 Tractor-Drawn Scraper
 Tractor Operator
 Tractor-Mounted Compressor Drill Combination
 Trenching Machine Operator (over three (3) feet depth)
 Tri-Batch Paver
 Tunnel Badger or Tunnel Boring Machine Operator
 Tunnel Mole Boring Machine
 Vermeer T-600b Rock Cutter

Group 9

Chicago Boom
 Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
 Combination Mixer and Compressor (gunite)
 Heavy Duty Repairman and/or Welder
 Lull Hi-Lift (twenty (20) feet or over)
 Mucking Machine
 Sub-Grader (Gurries or other types)
 Tractor (with Boom) (D6 or larger)
 Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

Boom-Type Backfilling Machine
 Bridge Crane
 Cargy-Lift or similar
 Chemical Grouting Machine
 Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
 Derrick Barges (except excavation work)
 Euclid Loader and similar types
 Gradesetter, Grade Checker
 Heavy Duty Rotary Drill Rigs
 Lift-Slab (Vagtborg and similar types)
 Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
 Locomotive (over one hundred (100) tons, single or multiple units)

Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
Pre-Stress Wire Wrapping Machine
Rubber-Tired Scraper, Self-Loading
Single-Engine Scraper (over thirty-five (35) cu. yds.)
Shuttle Car (Reclaim Station)
Train Loading Station
Trenching Machine multi-engine with sloping attachments (Jefco or similar)
Vacuum Cooling Plant
Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

Backhoe-Hydraulic (up to and including one (1) cu. yd.)
Backhoe (up to and including one (1) cu. yd.) (Cable)
CMI Dual Lane Auto-Grader SP30 or similar type
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
Finish Blade
Gradalls (up to and including one (1) cu. yd.)
Motor Patrol Operator
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
Rubber-Tired Scraper, Self-Loading (twin engine)
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

Automatic Asphalt or Concrete Slip-Form Paver
Automatic Railroad Car Dumper
Canal Trimmer
Cary Lift, Campbell or similar type
Cranes (over twenty-five (25) tons)
Euclid Loader when controlled from the Pullcat
Highline Cableway Operator
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
Multi-Engine Scrapers (when used to Push Pull)
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
Self-Propelled Compactor (with multiple-propulsion power units)
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
Slip-Form Paver (concrete or asphalt)
Tandem Cats and Scraper
Tower Crane Mobile (including Rail Mount)
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
Universal Liebherr and Tower Cranes (and similar types)
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
Whirley Cranes (over twenty-five (25) tons)

Group 11A

Band Wagons (in conjunction with Wheel Excavators)
Operator of Helicopter (when used in construction work)
Loader (over twelve (12) cu. yds.)
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)

Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven 7 cu. yds. m.r.c.)
Remote-Controlled Earth Moving Equipment
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

Cranes over 100 tons
Derrick over 100 tons
Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

Group 3

Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4

Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5

Boom Cat

OPERATING ENGINEER -Piledriver

Group 1

Derrick Barge Pedestal mounted over 100 tons
Clamshells over 7 cu. yds.
Self Propelled Boom Type Lifting Device, over 100 tons
Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
Clamshells up to and including 7 cu. yds.
Self Propelled Boom Type Lifting Device over 45 tons
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

Derrick Barge Pedestal mounted under 45 tons
Self Propelled Boom Type Lifting Device 45 tons and under

Skid/Scow Piledriver, any tonnage
Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

Assistant Operator in lieu of Assistant to Engineer
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

Deck Engineer

Group 7

No current classification

Group 8

Deckhand
Fireman

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible selection of a firm for Design Services for Exit 298 Lift Station and Sewer Main, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **Six (6) Statements of Qualifications were received. 3 Staff members (Ryan Limberg, Bob Thihault, and Dale Johnson) have rated these SOQ's. The rating summary sheet is attached for your review. RL**
6. Budget Information:
 - Appropriation Required:
 - Budget amount available: **\$250,000.00**
 - Fund name: **Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ratings Sheet**
9. Recommended Motion: **Pleasure of the Council. Staff's recommendation is to direct Staff to negotiate a Professional Services Agreement with the overall highest rated firm.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
SOQ Rating Results
FOR
Exit 298 Lift Station
December 7, 2018**

	FIRM NAME	Rater 1 - RL	Rater 2 - DJ	Rater 3 - BT	TOTALS
		<u>Score</u>	<u>Score</u>	<u>Score</u>	<u>Total Score</u>
	Stanka	49	51	53	<u>153</u>
	RO Anderson	75	63	80	<u>218</u>
	Day Engineering	77	77	76	<u>230</u>
	Summit Engineering	81	91	88	<u>260</u>
	Farr West Engineering	83	78	83	<u>244</u>
	Lumos Engineering	88	95	93	<u>276</u>

Rating sheets indicate that Lumos Engineering is the highest rated firm for this project.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, P.C. action report, Staff reports and related correspondence.**
9. Recommended Motion: **Conditionally approve Final Plat No. 11-18 for the Great Basin Estates, Phase 3 subdivision subject to the conditions as recommended by the Planning Commission OR table item if Cease and Desist Order issued by NDEP is still in effect.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **Parrado Partners, LP
Robert Capps – robertcapps@cappshomes.com
12257 Business Park Drive #1
Truckee, CA 96161**



CITY OF ELKO

Planning Department

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CITY OF ELKO PLANNING COMMISSION ACTION REPORT Special Meeting of September 6, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on September 6, 2018 pursuant to City Code Sections 3-3-6 (B)1 and (C) 2:

Final Plat No. 11-18, filed by Parrado Partners, LP, for the development of a subdivision entitled Great Basin Estates Phase 3 involving the proposed division of approximately 9.65 acres divided into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto.

The subject property is located generally at the extension of Village Parkway and Opal Drive. (001-633-030).

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to conditionally approve Final Plat No. 11-18 subject to the conditions in the City of Elko Staff Report dated August 23, 2018 listed as follows:

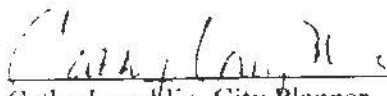
1. **The Developer shall execute a Performance Agreement in accordance with Section 3-3-44 of city code. The Performance Agreement shall be secured in accordance with Section 3-3-45 of city code. In conformance with Section 3-3-44 of city code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Plat approval by the City Council unless extended as stipulated in city code.**
2. **The Performance Agreement shall be approved by the City Council.**
3. **The Developer shall enter into the Performance Agreement within 30 days of approval of the Final Plat by the City Council.**
4. **The Final Plat is approved for 38 single family residential lots.**
5. **The Utility Department will issue a Will Serve Letter for the subdivision.**
6. **State approval of the subdivision is required.**
7. **Conformance with Preliminary Plat conditions is required.**
8. **Civil improvements are to comply with Chapter 3-3 of City code.**
9. **The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest**

edition Standard Specifications for Public Works. All Right-of-Way and utility improvements are to be certified by the Engineer of Record for the project.

10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.

11. Modify Planning Commission approval jurat to the 3rd day of May, 2016 prior to City Council approval.

The Planning Commission's findings to support its recommendation are the Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Plat is in conformance with the Preliminary Plat. The proposed subdivision is in conformance with the Land Use Component of the Master Plat. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms with Sections 3-3-20 through 3-3-27 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-40 of City Code. The Subdivider has submitted civil improvement plans in conformance with Section 3-3-41 of City Code. The plans have been approved by City Staff. The Subdivider has submitted plans to the City and State agencies for review to receive all required permits in accordance with the requirements of Section 3-3-42 of City Code. The Subdivider has submitted civil improvement plans which are in conformance with Section 3-3-43 of City Code. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-44 of City Code. The Subdivider will be required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of City Code. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17 of City Code. The proposed development is in conformance with Section 3-8 of City Code. The subdivision is in conformance with 3-8 Floodplain Management.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

DATE:	August 23, 2018
PLANNING COMMISSION DATE:	September 6, 2018
AGENDA ITEM NUMBER:	I.B.2
APPLICATION NUMBER:	Final Plat 11-18
APPLICANT:	Parrado Partners, LP
PROJECT DESCRIPTION:	Great Basin Estates, Phase 3

A Final Map for the division of approximately 9.650 acres into 38 lots for single family residential development within an R (Single Family and Multiple Family Residential) Zoning District and one remaining lot.



STAFF RECOMMENDATION:

RECOMMEND to APPROVE this item subject to findings of fact and conditions.

PROJECT INFORMATION

PARCEL NUMBERS: 001-633-030

PARCEL SIZE: 9,650 acres Phase 3, final phase of the subdivision

EXISTING ZONING: (R) Single Family and Multiple Family Residential

MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density

EXISTING LAND USE: Vacant

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- Northwest: River corridor / Undeveloped
- Northeast: RMH- Residential Mobile Home / Developed
- Southwest: Single Family Residential (R) / Developed
- Southeast: Single Family Residential (R) and (RMH) / Developed

PROPERTY CHARACTERISTICS:

- The property is an undeveloped residential parcel.
- The area abuts the second phase the Great Basin Estates Subdivision.
- The parcel is generally flat.

MASTER PLAN, COORDINATING PLANS, and CITY CODE SECTIONS:

Applicable Master Plan Sections, Coordinating Plans, and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Chapter 3 Subdivisions
- City of Elko Zoning – Section 3-2-3 General Provisions
- City of Elko Zoning – Section 3-2-4 Zoning Districts
- City of Elko Zoning – Section 3-2-5(E) Single-Family Residential District
- City of Elko Zoning – Section 3-2-5(G) Residential Zoning Districts Area, Setback And Height Schedule For Principal Buildings
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND INFORMATION

1. The Final Plat for Great Basin Estates Phase 1B was recorded on June 29, 2017.
2. The Final Plat for Great Basin Estates Phase 2 was approved by City Council on August 14, 2018.
3. The Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
4. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Preliminary Plat on May 3, 2016.

5. The City Council conditionally approved the Preliminary Plat at its meeting on May 24, 2016.
6. Phasing was shown on the preliminary plat.
7. Under the conditional approval for the preliminary plat, a modification of standards was granted for all lot dimensions.
8. The subdivision is located on APN 001-633-030, shown as parcel E on Final Plat for Phase 2.
9. The proposed subdivision consists of 38 lots with no additional phases.
10. The total subdivided area is approximately 9.650 acres in size.
11. The proposed density is 5.09 units per acre.
12. Approximately 2.187 acres are offered for dedication for street development.
13. The area proposed for subdivision has been removed from the FEMA Special Flood Hazard Area by a Letter of Map Revision submitted to and approved by FEMA as Case No. 16-09-0367P with an effective date of April 3, 2017.
14. The property is located off Opal Drive and Clarkson Drive.

MASTER PLAN:

Land Use

1. Conformance with the Land Use component of the Master Plan was evaluated with review and approval of the Preliminary Plat. The Final Plat is in conformance with the Preliminary Plat and the Master Plan.

The proposed subdivision is in conformance with the Land Use Component of the Master Plan.

Transportation

2. Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Preliminary Plat. The Final Plat is in conformance with the Preliminary Plat.

The proposed subdivision is in conformance with Transportation Component of the Master Plan.

ELKO REDEVELOPMENT PLAN:

1. The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

1. The property lies within the 20 year capture zone for the City of Elko.

The proposed subdivision is in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programmed sewer system and all street drainage will report to a storm sewer system.

SECTION 3-3-6 FINAL PLAT STAGE (STAGE III)

Pre-submission Requirements (A)(1) – The Final Plat is in conformance with the zone requirements. A modification of standards for the lot dimensions was granted with the conditional approval of the Preliminary Plat.

Pre-submission Requirements (A)(2) – The proposed final plat conforms to the preliminary plat.

Pre-submission Requirements (A)(3) – The Title Sheet includes an affidavit for public utilities and no objections were received from public utilities upon notification for the Preliminary Plat.

SECTION 3-3-8 INFORMATION REQUIRED FOR FINAL PLAT SUBMITTAL

- A. Form and Content-The final plat conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
 - 1. The subdivision map identified the subdivision, and provides its location by section, township, range and county.
 - 2. The subdivision map was prepared by a properly licensed surveyor.
 - 3. The subdivision map provides a scale, north point, and date of preparation.
- C. Survey Data
 - 1. The boundaries of the tract are fully balanced and closed.
 - 2. All exceptions are noted on the plat.
 - 3. The location and description of cardinal points are tied to a section corner.
 - 4. The location and description of any physical encroachments upon the boundary of the tract are noted on the plat.
- D. Descriptive Data
 - 1. The name, right of way lines, courses, lengths and widths of all streets and easements are noted on the plat.
 - 2. All drainage ways are noted on the plan.
 - 3. All utility and public service easements are noted on the plat.
 - 4. The location and dimensions of all lots, parcels and exceptions are shown on the plat.
 - 5. All residential lots are numbered consecutively on the plat.
 - 6. There are no sites dedicated to the public shown on the plat.
 - 7. The location of adjoining subdivisions are noted on the plat with required information.
 - 8. There are no deed restrictions proposed.
- E. Dedication and Acknowledgment
 - 1. The owner's certificate has the required dedication information for all easements and right of ways.
 - 2. The execution of dedication is acknowledged and certified by a notary public.
- F. Additional Information
 - 1. All centerline monuments for streets are noted as being set on the plat.
 - 2. The centerline and width of each right of way is noted on the plat.
 - 3. The plat indicates the location of monuments that will be set to determine the boundaries of the subdivision.
 - 4. The length and bearing of each lot line is identified on the plat.
 - 5. The city boundary adjoining the subdivision is not identified on the plat, as the plat is not adjoining a boundary.
 - 6. The plat identifies the location of the section lines, and 1/16th section line adjoining the subdivision boundaries.
- G. City Engineer to Check
 - 1. The Engineer shall check the final map for accuracy of dimensions, placement of monuments, the establishment of survey records, and conformance with the preliminary map.
 - a) Closure calculations have been provided.

- b) Civil improvement plans have been provided, previous civil improvement plans have been approved for this subdivision.
- c) Civil improvement plans for drainage have been submitted.
- d) An engineer's estimate has **not** been provided.
- 2. It appears the lot closures are within the required tolerances.
- 11. Required certifications
 - 1. The Owner's Certificate is shown on the final plat.
 - 2. The Owner's Certificate offers for dedication all right of ways shown on the plat.
 - 3. A Clerk Certificate is shown on the final plat, certifying the signature of the City Council.
 - 4. The Owner's Certificate offers for dedication all easements shown on the plat.
 - 5. A Surveyor's Certificate is shown on the plat and provides the required language.
 - 6. The City Engineer's Certificate is listed on the plat.
 - 7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
 - 8. A copy of review by the state engineer is not available at this time.
 - 9. A certificate from the Division of Water Resources is provided on the plat with the required language.
 - 10. The civil improvement plans identify the required water meters for the subdivision.

SECTIONS 3-3-20 through 3-3-27 (inclusive)

- 1. The proposed subdivision was evaluated for conformance to the referenced sections of code during the preliminary plat process. A modification of standards for lot dimensions was approved during that process.

Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms Sections 3-3-20 through 3-3-27 (inclusive).

SECTION 3-3-40-RESPONSIBILITY FOR IMPROVEMENTS

The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-40 of city code.

SECTION 3-3-41-ENGINEERING PLANS

The Subdivider has submitted civil improvement plans in conformance with section 3-3-41 of City code. The plans have been approved by city staff.

SECTION 3-3-42-CONSTRUCTION AND INSPECTION

The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-42 of city code.

SECTION 3-3-43-REQUIRED IMPROVEMENTS

The Subdivider has submitted civil improvement plans which are in conformance with Section 3-3-43 of city code.

Civil improvements include curb, gutter and sidewalk, paving and utilities within the Village Parkway, Village Green Circle, Nicole Court and Opal Drive right of ways.

SECTION 3-3-44-AGREEMENT TO INSTALL IMPROVEMENTS

The Subdivider will be required to enter into a Performance Agreement to address to conform to Section 3-3-44 of city code.

SECTION 3-3-45-PERFORMANCE GUARANTEE

The Subdivider will be required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of city code.

SECTIONS 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17

1. The proposed subdivision was evaluated for conformance to the referenced sections of code during the preliminary plat process. A modification of standards for lot dimensions was approved during that process.

Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17 of city code.

SECTION 3-8-FLOODPLAIN MANAGEMENT

1. The proposed subdivision has been removed from the FEMA Special Flood Hazard Area by a Letter of Map Revision submitted to and approved by FEMA as Case No. 16-09-0367P with an effective date of April 3, 2017.

The proposed development is in conformance with Section 3-8 of city code.

FINDINGS

1. The Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Plat is in conformance with the Preliminary Plat.
3. The proposed subdivision is in conformance with the Land Use Component of the Master Plan.
4. The proposed subdivision is in conformance with Transportation Component of the Master Plan.
5. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms Sections 3-3-20 through 3-3-27 (inclusive).
6. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-40 of city code.
7. The Subdivider has submitted civil improvement plans in conformance with section 3-3-41 of City code. The plans have been approved by city staff.

8. The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-42 of city code.
9. The Subdivider has submitted civil improvement plans which are in conformance with Section 3-3-43 of city code.
10. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-44 of city code.
11. The Subdivider will be required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of city code.
12. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17 of city code.
13. The proposed development is in conformance with Section 3-8 of city code.
14. The subdivision is in conformance with 3-8 Floodplain Management.

RECOMMENDATION

Staff recommends **approval** of the subdivision based on the following conditions:

1. The Developer shall execute a Performance Agreement in accordance with Section 3-3-44 of city code. The Performance Agreement shall be secured in accordance with Section 3-3-45 of city code. In conformance with Section 3-3-44 of city code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Plat approval by the City Council unless extended as stipulated in city code.
2. The Performance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance Agreement within 30 days of approval of the Final Plat by the City Council.
4. The Final Plat is approved for 38 single family residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. State approval of the subdivision is required.
7. Conformance with Preliminary Plat conditions is required.
8. Civil improvements are to comply with Chapter 3-3 of City code.
9. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition Standard Specifications for Public Works. All Right-of-Way and utility improvements are to be certified by the Engineer of Record for the project.

10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.
11. Modify Planning Commission approval jurat to the 3rd day of May, 2016 prior to City Council approval.

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 9/6

Do not use pencil or red pen, they do not reproduce

Title: Final Plat 11-18 Great Basin Estates Phase 3
Applicant(s): Parrado Partners, LP
Site Location: Extension of Village Parkway + Opal Drive
Current Zoning: R Date Received: 8/15/18 Date Public Notice: N/A
COMMENT: This is to subdivide 9.65 acres into 38 lots.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 8/24/18
- Recommend approval as presented by Staff

SAW
Initial

City Manager: Date: 8/24/18
Recommend approval based upon conditions listed in Staff Report.

CC
Initial



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s):	Parrado Partners, LP		
MAILING ADDRESS:	12257 Business Park Drive #8, Truckee, CA 96161		
PHONE NO (Home):		(Business):	(530) 587-0740
NAME OF PROPERTY OWNER (If different):			
(Property owner consent in writing must be provided)			
MAILING ADDRESS:			
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-633-030	Address:	Flagstone Dr/Granite Dr
Lot(s), Block(s), & Subdivision	Lot E, Great Basin Estates Subdivision, Phase 2		
Or Parcel(s) & File No.			
PROJECT DESCRIPTION OR PURPOSE:			
APPLICANT'S REPRESENTATIVE OR ENGINEER:	High Desert Engineering, LLC		

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month), and must include the following:

1. One .pdf of the entire application, and ten (10) 24" x 36" copies of the final plat folded to a size not to exceed 9"x12" provided by a properly licensed surveyor, as well as one (1) set of reproducible plans 8 1/2" x 11" in size and any required supporting data, prepared in accordance with Section 3-3-8 of Elko City Code (see attached checklist).
2. Pre-Submission Requirements:
 - a. The final plat shall meet all requirements of the zoning district in which located, and any necessary zoning amendment shall have been adopted by the Elko City Council prior to filing of the final plat.
 - b. The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with the provisions of the City Subdivision Ordinance.
 - c. The final plat submittal shall include a letter signifying approval of utility easements by all public utilities involved, and shall be so indicated by an affidavit on the map.
 - d. A complete set of construction plans for all public improvements associated with the final plat shall have been approved or substantially approved by the City Engineer.

Fee: \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

Final Plat Checklist as per Elko City Code 3-3-8

Identification Data	
	Subdivision Name
	Location and Section, Township and Range
	Name, address and phone number of subdivider
	Name, address and phone number of engineer/surveyor
	Scale, North Point and Date of Preparation
	Location maps
Survey Data (Required)	
	Boundaries of the Tract fully balanced and closed
	Any exception within the plat boundaries
	The subdivision is to be tied to a section corner
	Location and description of all physical encroachments
Descriptive Data	
	Street Layout, location, widths, easements
	All drainageways, designated as such
	All utility and public service easements
	Location and dimensions of all lots, parcels
	Residential Lots shall be numbered consecutively
	All sites to be dedicated to the public and proposed use
	Location of all adjoining subdivisions with name date, book and page
	Any private deed restrictions to be imposed upon the plat
Dedication and Acknowledgment	
	Statement of dedication for items to be dedicated
	Execution of dedication acknowledged by a notary public
Additional Information	
	Street CL, and Monuments identified
	Street CL and width shown on map
	Location of mounuments used to determine boudaries
	Each city boundary line crossing or adjoining the subdivision
	Section lines crossing the subdivision boundaries
City Engineer to Check	
	Closure report for each of the lots
	Civil Improvement plans
	Estimate of quantities required to complete the improvements
Required Certifications	
	All parties having record title in the land to be subdivided
	Offering for dedication
	Clerk of each approving governing body
	Easements
	Surveyor's Certificate
	City Engineer
	State Health division
	State Engineer
	Division of Water Resources
	City Council

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- ☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- ☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- ☐ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- ☐ I acknowledge that, if approved, I must provide an AutoCAD file containing the final subdivision layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.
- ☐ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

Robert E. Morley, P.L.S.

(Please print or type)

Mailing Address

640 Idaho Street

Street Address or P.O. Box

Elko, Nevada 89801

City, State, Zip Code

Phone Number:

775-738-4053

Email address:

remorley@frontiernet.net

SIGNATURE: _____

Robert E. Morley

FOR OFFICE USE ONLY

File No.:

11-18

Date Filed:

8/15/18

Fee Paid:

\$1700 cr# 1504

38 Lots x 25 \$950 = \$36100
\$1700

RECEIVED

AUG 15 2018

Phase 3.txt

Parcel name: Lot 44

North: 28473550.8913 East : 612360.1426
Line Course: S 48-15-09 E Length: 59.00
North: 28473511.6062 East : 612404.1617
Line Course: S 41-44-51 W Length: 100.00
North: 28473436.9976 East : 612337.5768
Line Course: N 48-15-09 W Length: 74.00
North: 28473486.2704 East : 612282.3664
Line Course: N 41-44-51 E Length: 9.55
North: 28473493.3955 East : 612288.7253
Line Course: N 41-44-51 E Length: 75.45
North: 28473549.6878 East : 612338.9636
Curve Length: 23.56 Radius: 15.00
Delta: 90-00-00 Tangent: 15.00
Chord: 21.21 Course: N 86-44-51 E
Course In: S 48-15-09 E Course Out: N 41-44-51 E
RP North: 28473539.7000 East : 612350.1549
End North: 28473550.8913 East : 612360.1426

Perimeter: 341.56 Area: 7,352 S.F. 0.169 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 341,560,000.00

Parcel name: Lot 45

North: 28473511.6062 East : 612404.1617
Line Course: S 48-15-09 E Length: 60.00
North: 28473471.6552 East : 612448.9269
Line Course: S 41-44-51 W Length: 100.00
North: 28473397.0466 East : 612382.3420
Line Course: N 48-15-09 W Length: 60.00
North: 28473436.9975 East : 612337.5768
Line Course: N 41-44-51 E Length: 100.00
North: 28473511.6062 East : 612404.1617
Line Course: S 21-04-39 W Length: 0.00
North: 28473511.6062 East : 612404.1617

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000

Phase 3.txt

Precision 1: 320,000,000.00

Parcel name: Lot 46

North: 28473471.6552 East : 612448.9268
Line Course: S 48-15-09 E Length: 60.00
North: 28473431.7042 East : 612493.6920
Line Course: S 41-44-51 W Length: 100.00
North: 28473357.0956 East : 612427.1071
Line Course: N 48-15-09 W Length: 60.00
North: 28473397.0465 East : 612382.3419
Line Course: N 41-44-51 E Length: 100.00
North: 28473471.6552 East : 612448.9268
Line Course: S 31-08-20 W Length: 0.00
North: 28473471.6552 East : 612448.9268

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Parcel name: Lot 47

North: 28473431.7042 East : 612493.6920
Line Course: S 48-15-09 E Length: 60.00
North: 28473391.7532 East : 612538.4571
Line Course: S 41-44-51 W Length: 100.00
North: 28473317.1446 East : 612471.8722
Line Course: N 48-15-09 W Length: 60.00
North: 28473357.0955 East : 612427.1070
Line Course: N 41-44-51 E Length: 100.00
North: 28473431.7042 East : 612493.6920
Line Course: S 44-32-56 W Length: 0.00
North: 28473431.7042 East : 612493.6920

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Phase 3.txt

Parcel name: Lot 48

North: 28473391.7532 East : 612538.4571
Line Course: S 48-15-09 E Length: 60.00
North: 28473351.8022 East : 612583.2223
Line Course: S 41-44-51 W Length: 100.00
North: 28473277.1936 East : 612516.6374
Line Course: N 48-15-09 W Length: 60.00
North: 28473317.1445 East : 612471.8722
Line Course: N 41-44-51 E Length: 100.00
North: 28473391.7532 East : 612538.4571
Line Course: S 46-10-09 W Length: 0.00
North: 28473391.7532 East : 612538.4571

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 320,000,000.00

Parcel name: Lot 49

North: 28473311.8512 East : 612627.9874
Line Course: N 48-15-09 W Length: 60.00
North: 28473351.8021 East : 612583.2222
Line Course: S 41-44-51 W Length: 100.00
North: 28473277.1935 East : 612516.6373
Line Course: S 48-15-09 E Length: 60.00
North: 28473237.2425 East : 612561.4025
Line Course: N 41-44-51 E Length: 100.00
North: 28473311.8512 East : 612627.9874
Line Course: S 36-17-33 W Length: 0.00
North: 28473311.8512 East : 612627.9874

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 320,000,000.00

Parcel name: Lot 50

North: 28473307.5780 East : 612632.7754
Line Course: N 48-15-09 W Length: 6.42
North: 28473311.8528 East : 612627.9855

Phase 3.txt

Line Course: S 41-44-51 W Length: 100.00
 North: 28473237.2442 East : 612561.4006
 Line Course: S 48-15-09 E Length: 25.06
 North: 28473220.5580 East : 612580.0975
 Line Course: S 37-41-16 E Length: 43.58
 North: 28473186.0708 East : 612606.7405
 Line Course: N 41-45-12 E Length: 105.55
 North: 28473264.8130 East : 612677.0289
 Curve Length: 61.56 Radius: 775.00
 Delta: 4-33-04 Tangent: 30.80
 Chord: 61.54 Course: N 45-58-37 W
 Course In: S 46-17-55 W Course Out: N 41-44-51 E
 RP North: 28472729.3656 East : 612116.7424
 End North: 28473307.5826 East : 612632.7754
 Line Course: S 01-47-24 E Length: 0.00
 North: 28473307.5826 East : 612632.7754

Perimeter: 342.16 Area: 6,912 S.F. 0.159 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0045 Course: N 00-20-13 E
 Error North: 0.00452 East : 0.00003
 Precision 1: 76,037.78

Parcel name: Lot 51

North: 28473264.8082 East : 612677.0290
 Curve Length: 74.85 Radius: 775.00
 Delta: 5-32-02 Tangent: 37.45
 Chord: 74.82 Course: S 40-56-04 E
 Course In: S 46-17-55 W Course Out: N 51-49-57 E
 RP North: 28472729.3608 East : 612116.7425
 End North: 28473208.2818 East : 612726.0533
 Line Course: S 48-00-44 W Length: 108.30
 North: 28473135.8321 East : 612645.5553
 Line Course: N 37-41-16 W Length: 63.48
 North: 28473186.0672 East : 612606.7463
 Line Course: N 41-45-12 E Length: 105.55
 North: 28473264.8095 East : 612677.0347

Perimeter: 352.18 Area: 7,389 S.F. 0.170 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0058 Course: N 77-25-02 E
 Error North: 0.00125 East : 0.00562
 Precision 1: 60,720.69

Phase 3.txt

Parcel name: Lot 52

North: 28473208.2841 East : 612726.0514
 Curve Length: 74.85 Radius: 775.00
 Delta: 5-32-01 Tangent: 37.45
 Chord: 74.82 Course: S 35-24-03 E
 Course In: S 51-49-57 W Course Out: N 57-21-58 E
 RP North: 28472729.3631 East : 612116.7405
 End North: 28473147.2966 East : 612769.3940
 Line Course: S 50-43-33 W Length: 111.20
 North: 28473076.9034 East : 612683.3113
 Line Course: N 32-39-03 W Length: 69.99
 North: 28473135.8332 East : 612645.5504
 Line Course: N 48-00-44 E Length: 108.30
 North: 28473208.2829 East : 612726.0484

Perimeter: 364.34 Area: 7,935 S.F. 0.182 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0032 Course: S 67-29-22 W
 Error North: -0.00121 East : -0.00293
 Precision 1: 113,856.25

Parcel name: Lot 53

North: 28473147.2961 East : 612769.3946
 Curve Length: 74.85 Radius: 775.00
 Delta: 5-32-01 Tangent: 37.45
 Chord: 74.82 Course: S 29-52-02 E
 Course In: S 57-21-58 W Course Out: N 62-53-59 E
 RP North: 28472729.3626 East : 612116.7410
 End North: 28473082.4133 East : 612806.6542
 Line Course: S 53-39-25 W Length: 107.04
 North: 28473018.9794 East : 612720.4353
 Line Course: N 32-39-03 W Length: 68.80
 North: 28473076.9072 East : 612683.3165
 Line Course: N 50-43-33 E Length: 111.20
 North: 28473147.3003 East : 612769.3993
 Line Course: S 90-00-00 E Length: 0.00
 North: 28473147.3003 East : 612769.3993

Perimeter: 361.89 Area: 7,824 S.F. 0.180 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0063 Course: N 47-53-33 E
 Error North: 0.00425 East : 0.00471
 Precision 1: 57,442.86

Phase 3.txt

Parcel name: Lot 54

North:	28473069.3312	East :	612868.4368
Curve Length:	63.52	Radius:	825.00
Delta:	4-24-42	Tangent:	31.78
Chord:	63.51	Course:	N 26-32-30 W
Course In:	S 65-39-51 W	Course Out:	N 61-15-09 E
RP North:	28472729.3617	East :	612116.7416
End North:	28473126.1459	East :	612840.0585
Line Course:	N 63-48-49 E	Length:	103.71
North:	28473171.9123	East :	612933.1240
Line Course:	S 33-34-46 E	Length:	76.31
North:	28473108.3370	East :	612975.3305
Line Course:	S 68-46-47 W	Length:	108.63
North:	28473069.0179	East :	612874.0661
Line Course:	S 65-39-51 W	Length:	5.00
North:	28473066.9574	East :	612869.5104
Line Course:	N 24-20-09 W	Length:	2.61
North:	28473069.3355	East :	612868.4349

Perimeter: 359.77 Area: 7,621 S.F. 0.175 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0047 Course: N 24-54-01 W

Error North: 0.00429 East : -0.00199

Precision 1: 76,548.94

Parcel name: Lot 55

North:	28473126.1460	East :	612840.0584
Curve Length:	58.26	Radius:	825.00
Delta:	4-02-46	Tangent:	29.14
Chord:	58.25	Course:	N 30-46-14 W
Course In:	S 61-15-09 W	Course Out:	N 57-12-23 E
RP North:	28472729.3618	East :	612116.7416
End North:	28473176.1938	East :	612810.2588
Line Course:	N 57-29-16 E	Length:	100.01
North:	28473229.9471	East :	612894.5949
Line Course:	S 33-34-46 E	Length:	69.66
North:	28473171.9120	East :	612933.1234
Line Course:	S 63-48-49 W	Length:	103.71
North:	28473126.1455	East :	612840.0578

Perimeter: 331.63 Area: 6,473 S.F. 0.149 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0008 Course: S 50-47-13 W

Error North: -0.00049 East : -0.00060

Precision 1: 414,550.00

Phase 3.txt

Parcel name: Lot 56

North:	28473176.1939	East :	612810.2587
Curve Length:	70.23	Radius:	825.00
Delta:	4-52-39	Tangent:	35.14
Chord:	70.21	Course:	N 35-13-56 W
Course In:	S 57-12-23 W	Course Out:	N 52-19-44 E
RP North:	28472729.3620	East :	612116.7414
End North:	28473233.5426	East :	612769.7552
Curve Length:	22.40	Radius:	15.00
Delta:	85-33-39	Tangent:	13.88
Chord:	20.38	Course:	N 05-06-33 E
Course In:	N 52-19-44 E	Course Out:	N 42-06-37 W
RP North:	28473242.7095	East :	612781.6281
End North:	28473253.8373	East :	612771.5697
Line Course:	N 47-53-23 E Length:	75.24	
North:	28473304.2903	East :	612827.3869
Line Course:	S 42-06-44 E Length:	100.22	
North:	28473229.9438	East :	612894.5930
Line Course:	S 57-29-16 W Length:	100.01	
North:	28473176.1904	East :	612810.2569
Line Course:	N 90-00-00 W Length:	0.00	
North:	28473176.1904	East :	612810.2569

Perimeter: 368.09 Area: 8,568 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure:	0.0039	Course:	S 28-20-56 W
Error North:	-0.00347	East :	-0.00187
Precision 1:	94,384.62		

Parcel name: Lot 57

North:	28473304.2895	East :	612827.3875
Line Course:	N 47-53-23 E Length:	60.35	
North:	28473344.7578	East :	612872.1584
Curve Length:	21.47	Radius:	15.00
Delta:	82-00-04	Tangent:	13.04
Chord:	19.68	Course:	N 88-53-25 E
Course In:	S 42-06-37 E	Course Out:	N 39-53-27 E
RP North:	28473333.6300	East :	612882.2160
End North:	28473345.1390	East :	612891.8367
Line Course:	S 50-06-33 E Length:	84.57	
North:	28473290.9020	East :	612956.7246
Curve Length:	17.45	Radius:	20.00
Delta:	49-59-41	Tangent:	9.33

Phase 3.txt

Chord: 16.90
 Course In: S 39-53-27 W Course Out: S 25-06-43 E
 RP North: 28473275.5566 East : 612943.8980
 End North: 28473275.5965 East : 612963.8980
 Line Course: S 56-37-37 W Length: 82.99
 North: 28473229.9447 East : 612894.5925
 Line Course: N 42-06-44 W Length: 100.22
 North: 28473304.2912 East : 612827.3865
 Line Course: N 90-00-00 W Length: 0.00
 North: 28473304.2912 East : 612827.3865

Perimeter: 367.04 Area: 8,586 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0020 Course: N 29-41-16 W
 Error North: 0.00171 East : -0.00098
 Precision 1: 183,525.00

Parcel name: Lot 58

North: 28473275.5971 East : 612963.8968
 Curve Length: 81.11 Radius: 50.00
 Delta: 92-56-48 Tangent: 52.64
 Chord: 72.51 Course: S 46-35-16 E
 Course In: N 89-53-08 E Course Out: S 03-03-40 E
 RP North: 28473275.6970 East : 613013.8967
 End North: 28473225.7683 East : 613016.5668
 Line Course: S 03-03-40 E Length: 99.50
 North: 28473126.4103 East : 613021.8802
 Line Course: S 68-46-47 W Length: 49.94
 North: 28473108.3343 East : 612975.3263
 Line Course: N 33-34-46 W Length: 76.31
 North: 28473171.9097 East : 612933.1198
 Line Course: N 33-34-46 W Length: 69.66
 North: 28473229.9448 East : 612894.5914
 Line Course: N 56-37-37 E Length: 82.99
 North: 28473275.5966 East : 612963.8969
 Line Course: S 90-00-00 E Length: 0.00
 North: 28473275.5966 East : 612963.8969

Perimeter: 459.51 Area: 11,758 S.F. 0.270 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0005 Course: S 06-41-40 E
 Error North: -0.00053 East : 0.00006
 Precision 1: 919,020.00

Phase 3.txt

Parcel name: Lot 59

Curve	North: 28473225.7693	East : 613016.5668
	Length: 62.48	Radius: 50.00
	Delta: 71-36-03	Tangent: 36.06
	Chord: 58.50	Course: N 51-08-19 E
	Course In: N 03-03-40 W	Course Out: S 74-39-43 E
	RP North: 28473275.6970	East : 613013.8968
	End North: 28473262.4713	East : 613062.1159
Line	Course: S 74-39-43 E	Length: 262.30
	North: 28473193.0894	East : 613315.0733
Line	Course: S 80-27-31 W	Length: 217.18
	North: 28473157.0896	East : 613100.8977
Line	Course: S 68-46-47 W	Length: 84.76
	North: 28473126.4104	East : 613021.8848
Line	Course: N 03-03-40 W	Length: 99.50
	North: 28473225.7684	East : 613016.5714

Perimeter: 726.22 Area: 18,725 S.F. 0.430 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0046	Course: N 89-24-51 E
Error North: 0.00005	East : 0.00455
Precision 1: 157,873.91	

Parcel name: Lot 60

Curve	North: 28473316.4906	East : 613042.8083
	Length: 61.10	Radius: 50.00
	Delta: 70-00-42	Tangent: 35.02
	Chord: 57.37	Course: S 19-40-04 E
	Course In: S 35-19-35 W	Course Out: S 74-39-43 E
	RP North: 28473275.6970	East : 613013.8967
	End North: 28473262.4714	East : 613062.1157
Line	Course: S 74-39-43 E	Length: 262.30
	North: 28473193.0894	East : 613315.0731
Line	Course: N 46-55-41 W	Length: 204.73
	North: 28473332.9029	East : 613165.5185
Line	Course: N 54-33-09 W	Length: 90.62
	North: 28473385.4585	East : 613091.6952
Line	Course: S 35-19-35 W	Length: 84.54
	North: 28473316.4848	East : 613042.8113

Perimeter: 703.28 Area: 19,445 S.F. 0.446 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0066	Course: S 27-18-00 E
Error North: -0.00584	East : 0.00301
Precision 1: 106,559.09	

Phase 3.txt

Parcel name: Lot 61

North: 28473329.2660 East : 612988.7897
Line Course: N 50-06-33 W Length: 34.90
North: 28473351.6483 East : 612962.0121
Line Course: N 37-00-20 E Length: 102.79
North: 28473433.7340 East : 613023.8806
Line Course: S 54-33-09 E Length: 83.24
North: 28473385.4584 East : 613091.6918
Line Course: S 35-19-35 W Length: 84.54
North: 28473316.4847 East : 613042.8080
Curve Length: 39.65 Radius: 50.00
Delta: 45-25-49 Tangent: 20.93
Chord: 38.61 Course: N 77-23-20 W
Course In: S 35-19-35 W Course Out: N 10-06-14 W
RP North: 28473275.6911 East : 613013.8963
End North: 28473324.9157 East : 613005.1246
Curve Length: 17.45 Radius: 20.00
Delta: 49-59-41 Tangent: 9.33
Chord: 16.90 Course: N 75-06-24 W
Course In: N 10-06-14 W Course Out: S 39-53-27 W
RP North: 28473344.6055 East : 613001.6159
End North: 28473329.2601 East : 612988.7894

Perimeter: 362.57 Area: 8,289 S.F. 0.190 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0059 Course: S 02-53-31 W
Error North: -0.00584 East : -0.00030
Precision 1: 61,452.54

Parcel name: Lot 62

North: 28473407.8278 East : 612910.4311
Line Course: N 37-00-20 E Length: 86.93
North: 28473477.2481 East : 612962.7536
Line Course: S 54-33-09 E Length: 75.03
North: 28473433.7339 East : 613023.8766
Line Course: S 37-00-20 W Length: 102.79
North: 28473351.6482 East : 612962.0081
Line Course: N 50-06-33 W Length: 35.20
North: 28473374.2229 East : 612935.0002
Curve Length: 10.93 Radius: 20.00
Delta: 31-18-01 Tangent: 5.60
Chord: 10.79 Course: N 34-27-33 W
Course In: N 39-53-27 E Course Out: S 71-11-28 W
RP North: 28473389.5683 East : 612947.8268

Phase 3.txt

End North: 28473383.1200 East : 612928.8948
 Curve Length: 31.36 Radius: 50.00
 Delta: 35-56-09 Tangent: 16.22
 Chord: 30.85 Course: N 36-46-36 W
 Course In: S 71-11-28 W Course Out: N 35-15-19 E
 RP North: 28473366.9994 East : 612881.5648
 End North: 28473407.8288 East : 612910.4259
 Line Course: N 08-52-50 E Length: 0.00
 North: 28473407.8288 East : 612910.4259

Perimeter: 342.23 Area: 7,239 S.F. 0.166 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0053 Course: N 79-03-06 W
 Error North: 0.00101 East : -0.00524
 Precision 1: 64,573.58

Parcel name: Lot 63

North: 28473414.6415 East : 612866.4001
 Line Course: N 07-35-56 W Length: 146.26
 North: 28473559.6171 East : 612847.0591
 Line Course: S 54-33-09 E Length: 142.02
 North: 28473477.2516 East : 612962.7553
 Line Course: S 37-00-20 W Length: 86.93
 North: 28473407.8313 East : 612910.4328
 Curve Length: 46.18 Radius: 50.00
 Delta: 52-55-02 Tangent: 24.88
 Chord: 44.56 Course: N 81-12-12 W
 Course In: S 35-15-19 W Course Out: N 17-39-43 W
 RP North: 28473367.0019 East : 612881.5718
 End North: 28473414.6450 East : 612866.4018

Perimeter: 421.39 Area: 9,139 S.F. 0.210 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0039 Course: N 25-04-50 E
 Error North: 0.00353 East : 0.00165
 Precision 1: 108,048.72

Parcel name: Lot 64

North: 28473458.0698 East : 612756.4434
 Line Course: N 41-44-40 E Length: 136.10
 North: 28473559.6170 East : 612847.0601
 Line Course: S 07-35-56 E Length: 146.26
 North: 28473414.6414 East : 612866.4011

Phase 3.txt

Curve Length: 48.65 Radius: 50.00
Delta: 55-44-56 Tangent: 26.45
Chord: 46.75 Course: S 44-27-49 W
Course In: S 17-39-43 E Course Out: N 73-24-39 W
RP North: 28473366.9983 East : 612881.5711
End North: 28473381.2736 East : 612833.6522
Line Course: N 45-09-12 W Length: 108.90
North: 28473458.0712 East : 612756.4425
Line Course: S 08-52-50 E Length: 0.00
North: 28473458.0712 East : 612756.4425

Perimeter: 439.91 Area: 9,913 S.F. 0.228 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0017 Course: N 32-10-58 W
Error North: 0.00141 East : -0.00089
Precision 1: 258,770.59

Parcel name: Lot 65

North: 28473398.3800 East : 612703.1787
Line Course: N 41-44-40 E Length: 80.00
North: 28473458.0697 East : 612756.4435
Line Course: S 45-09-12 E Length: 108.90
North: 28473381.2722 East : 612833.6532
Curve Length: 10.93 Radius: 20.00
Delta: 31-18-02 Tangent: 5.60
Chord: 10.79 Course: S 32-14-22 W
Course In: N 73-24-39 W Course Out: S 42-06-37 E
RP North: 28473386.9823 East : 612814.4856
End North: 28473372.1452 East : 612827.8968
Line Course: S 47-53-23 W Length: 63.83
North: 28473329.3434 East : 612780.5442
Line Course: N 48-15-17 W Length: 103.69
North: 28473398.3823 East : 612703.1798
Line Course: N 90-00-00 W Length: 0.00
North: 28473398.3823 East : 612703.1798

Perimeter: 367.34 Area: 8,290 S.F. 0.190 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0025 Course: N 26-06-30 E
Error North: 0.00228 East : 0.00112
Precision 1: 146,940.00

Parcel name: Lot 66

Phase 3.txt

North: 28473398.3800 East : 612703.1787
 Line Course: S 48-15-17 E Length: 103.69
 North: 28473329.3411 East : 612780.5431
 Line Course: S 47-53-23 W Length: 54.90
 North: 28473292.5274 East : 612739.8152
 Curve Length: 23.29 Radius: 15.00
 Delta: 88-58-41 Tangent: 14.73
 Chord: 21.02 Course: N 87-37-17 W
 Course In: N 42-06-37 W Course Out: S 46-52-04 W
 RP North: 28473303.6552 East : 612729.7568
 End North: 28473293.3999 East : 612718.8102
 Curve Length: 73.73 Radius: 825.00
 Delta: 5-07-13 Tangent: 36.89
 Chord: 73.70 Course: N 45-41-33 W
 Course In: S 46-52-04 W Course Out: N 41-44-51 E
 RP North: 28472729.3604 East : 612116.7434
 End North: 28473344.8817 East : 612666.0689
 Line Course: N 48-15-09 W Length: 7.93
 North: 28473350.1619 East : 612660.1524
 Line Course: N 41-44-40 E Length: 64.62
 North: 28473398.3763 East : 612703.1770
 Line Course: S 90-00-00 E Length: 0.00
 North: 28473398.3763 East : 612703.1770

Perimeter: 328.16 Area: 6,570 S.F. 0.151 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0041 Course: S 24-14-30 W
 Error North: -0.00371 East : -0.00167
 Precision 1: 80,039.02

 Parcel name: Lot 67

North: 28473350.1625 East : 612660.1514
 Line Course: N 48-15-09 W Length: 88.68
 North: 28473409.2100 East : 612593.9885
 Curve Length: 23.56 Radius: 15.00
 Delta: 90-00-00 Tangent: 15.00
 Chord: 21.21 Course: N 03-15-09 W
 Course In: N 41-44-51 E Course Out: N 48-15-09 W
 RP North: 28473420.4013 East : 612603.9762
 End North: 28473430.3890 East : 612592.7849
 Line Course: N 41-44-51 E Length: 49.62
 North: 28473467.4099 East : 612625.8244
 Line Course: S 48-15-17 E Length: 103.67
 North: 28473398.3843 East : 612703.1738
 Line Course: S 41-44-40 W Length: 64.62
 North: 28473350.1699 East : 612660.1492
 Line Course: N 30-41-59 E Length: 0.00
 North: 28473350.1699 East : 612660.1492

Phase 3.txt

Perimeter: 330.16 Area: 6,651 S.F. 0.153 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0077 Course: N 16-43-22 W
Error North: 0.00736 East : -0.00221
Precision 1: 42,876.62

Parcel name: Lot 68

North: 28473467.4083 East : 612625.8264
Line Course: S 48-15-17 E Length: 103.67
North: 28473398.3827 East : 612703.1758
Line Course: N 41-44-40 E Length: 80.00
North: 28473458.0724 East : 612756.4406
Line Course: N 48-15-19 W Length: 80.37
North: 28473511.5838 East : 612696.4750
Curve Length: 56.70 Radius: 50.00
Delta: 64-58-12 Tangent: 31.84
Chord: 53.71 Course: S 59-15-27 W
Course In: N 63-13-39 W Course Out: S 01-44-33 W
RP North: 28473534.1063 East : 612651.8349
End North: 28473484.1294 East: 612650.3145
Curve Length: 17.45 Radius: 20.00
Delta: 49-59-42 Tangent: 9.33
Chord: 16.90 Course: S 66-44-42 W
Course In: S 01-44-33 W Course Out: N 48-15-09 W
RP North: 28473464.1386 East : 612649.7064
End North: 28473477.4556 East : 612634.7846
Line Course: S 41-44-51 W Length: 13.46
North: 28473467.4133 East : 612625.8223
Line Course: S 90-00-00 E Length: 0.00
North: 28473467.4133 East : 612625.8223

Perimeter: 351.65 Area: 7,196 S.F. 0.165 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0065 Course: N 38-48-39 W
Error North: 0.00505 East : -0.00406
Precision 1: 54,100.00

Parcel name: Lot 69

North: 28473511.5796 East : 612696.4796
Curve Length: 64.43 Radius: 50.00
Delta: 73-50-06 Tangent: 37.56
Chord: 60.07 Course: N 10-08-42 W

Phase 3.Lxt

Course In: N 63-13-39 W	Course Out: N 42-56-15 E
RP North: 28473534.1020	East : 612651.8395
End North: 28473570.7069	East : 612685.8995
Line Course: N 42-56-15 E Length: 85.16	
North: 28473633.0523	East : 612743.9105
Line Course: S 54-33-09 E Length: 126.62	
North: 28473559.6182	East : 612847.0611
Line Course: S 41-44-40 W Length: 136.10	
North: 28473458.0710	East : 612756.4445
Line Course: N 48-15-19 W Length: 80.37	
North: 28473511.5824	East : 612696.4789
Line Course: N 03-34-35 W Length: 0.00	
North: 28473511.5824	East : 612696.4789

Perimeter: 492.68 Area: 15,110 S.F. 0.347 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0029 Course: N 13-24-13 W
 Error North: 0.00278 East : -0.00066
 Precision 1: 169,889.66

Parcel name: Lot 70

North: 28473581.5078	East : 612635.9433
Line Course: N 48-15-19 W Length: 88.98	
North: 28473640.7518	East : 612569.5537
Line Course: N 46-08-47 E Length: 96.52	
North: 28473707.6226	East : 612639.1554
Line Course: S 54-33-09 E Length: 128.59	
North: 28473633.0460	East : 612743.9109
Line Course: S 42-56-15 W Length: 85.16	
North: 28473570.7006	East : 612685.8999
Curve Length: 53.65	Radius: 50.00
Delta: 61-28-29	Tangent: 29.73
Chord: 51.11	Course: N 77-48-00 W
Course In: S 42-56-15 W	Course Out: N 18-32-14 W
RP North: 28473534.0957	East : 612651.8399
End North: 28473581.5016	East : 612635.9439
Line Course: S 43-37-31 E Length: 0.00	
North: 28473581.5016	East : 612635.9439

Perimeter: 452.90 Area: 12,635 S.F. 0.290 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0062 Course: S 05-10-00 E
 Error North: -0.00618 East : 0.00056
 Precision 1: 73,048.39

Phase 3.txt

Parcel name: Lot 71

North: 28473581.8964 East : 612517.0211
 Line Course: S 48-30-52 E Length: 107.41
 North: 28473510.7447 East : 612597.4844
 Curve Length: 17.45 Radius: 20.00
 Delta: 49-59-41 Tangent: 9.33
 Chord: 16.90 Course: N 16-45-01 E
 Course In: N 48-15-09 W Course Out: N 81-45-10 E
 RP North: 28473524.0617 East : 612582.5626
 End North: 28473526.9306 East : 612602.3558
 Curve Length: 69.56 Radius: 50.00
 Delta: 79-42-36 Tangent: 41.74
 Chord: 64.08 Course: N 31-36-28 E
 Course In: N 81-45-10 E Course Out: N 18-32-14 W
 RP North: 28473534.1028 East : 612651.8387
 End North: 28473581.5087 East : 612635.9427
 Line Course: N 48-15-19 W Length: 88.98
 North: 28473640.7527 East : 612569.5531
 Line Course: S 41-44-51 W Length: 78.89
 North: 28473581.8940 East : 612517.0242

Perimeter: 362.30 Area: 7,099 S.F. 0.163 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0040 Course: S 51-25-09 E
 Error North: -0.00249 East : 0.00312
 Precision 1: 90,572.50

Parcel name: Lot 72

North: 28473581.8964 East : 612517.0211
 Line Course: S 48-30-52 E Length: 107.41
 North: 28473510.7447 East : 612597.4844
 Line Course: S 41-44-51 W Length: 63.08
 North: 28473463.6816 East : 612555.4826
 Curve Length: 23.56 Radius: 15.00
 Delta: 90-00-00 Tangent: 15.00
 Chord: 21.21 Course: S 86-44-51 W
 Course In: N 48-15-09 W Course Out: S 41-44-51 W
 RP North: 28473473.6693 East : 612544.2913
 End North: 28473462.4780 East : 612534.3036
 Line Course: N 48-15-09 W Length: 92.41
 North: 28473524.0091 East : 612465.3577
 Line Course: N 41-44-51 E Length: 77.59
 North: 28473581.8980 East : 612517.0210

Perimeter: 364.05 Area: 8,312 S.F. 0.191 ACRES

Phase 3.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0015 Course: N 05-02-22 W
Error North: 0.00153 East : -0.00014
Precision 1: 242,700.00

Parcel name: Lot 73

North: 28473588.1956 East : 612393.4351
Line Course: S 48-15-09 E Length: 96.40
North: 28473524.0077 East : 612465.3579
Line Course: N 41-44-51 E Length: 77.59
North: 28473581.8966 East : 612517.0211
Line Course: N 48-15-09 W Length: 111.40
North: 28473656.0722 East : 612433.9071
Line Course: S 41-44-51 W Length: 62.59
North: 28473609.3746 East : 612392.2316
Curve Length: 23.56 Radius: 15.00
Delta: 90-00-00 Tangent: 15.00
Chord: 21.21 Course: S 03-15-09 E
Course In: S 48-15-09 E Course Out: S 41-44-51 W
RP North: 28473599.3869 East : 612403.4229
End North: 28473588.1956 East : 612393.4351

Perimeter: 371.54 Area: 8,595 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: N 00-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 371,540,000.00

Parcel name: Lot 74

North: 28473656.0721 East : 612433.9072
Line Course: N 41-44-51 E Length: 78.89
North: 28473714.9309 East : 612486.4360
Line Course: S 48-15-09 E Length: 111.40
North: 28473640.7553 East : 612569.5500
Line Course: S 41-44-51 W Length: 78.89
North: 28473581.8965 East : 612517.0212
Line Course: N 48-15-09 W Length: 111.40
North: 28473656.0721 East : 612433.9072
Line Course: N 42-11-04 W Length: 0.00
North: 28473656.0721 East : 612433.9072

Perimeter: 380.58 Area: 8,788 S.F. 0.202 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
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Phase 3.txt

Error Closure: 0.0000 Course: S 90-00-00 E
 Error North: 0.00000 East : 0.00000
 Precision 1: 380,580,000.00

Parcel name: Lot 75

North: 28473714.9308 East : 612486.4361
 Line Course: S 48-15-09 E Length: 111.40
 North: 28473640.7552 East : 612569.5501
 Line Course: N 46-08-47 E Length: 96.52
 North: 28473707.6260 East : 612639.1519
 Line Course: N 54-33-09 W Length: 105.44
 North: 28473768.7767 East : 612553.2554
 Line Course: N 48-15-09 W Length: 14.00
 North: 28473778.0986 East : 612542.8102
 Line Course: S 41-44-51 W Length: 84.67
 North: 28473714.9274 East : 612486.4328
 Line Course: S 43-28-06 E Length: 0.00
 North: 28473714.9274 East : 612486.4328

Perimeter: 412.03 Area: 10,309 S.F. 0.237 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0047 Course: S 44-02-34 W
 Error North: -0.00339 East : -0.00328
 Precision 1: 87,665.96

Parcel name: Lot 76

North: 28473875.3134 East : 612433.8827
 Line Course: N 48-15-09 W Length: 25.00
 North: 28473891.9596 East : 612415.2306
 Line Course: S 41-44-51 W Length: 63.60
 North: 28473844.5085 East : 612372.8826
 Line Course: S 48-15-09 E Length: 111.00
 North: 28473770.5992 East : 612455.6982
 Line Course: N 41-44-51 E Length: 63.60
 North: 28473818.0503 East : 612498.0462
 Line Course: N 48-15-09 W Length: 86.00
 North: 28473875.3134 East : 612433.8827

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0000 Course: S 90-00-00 E
 Error North: 0.00000 East : 0.00000
 Precision 1: 349,200,000.00

Phase 3.txt

Parcel name: Lot 77

North: 28473844.5086 East : 612372.8825
Line Course: S 48-15-09 E Length: 111.00
North: 28473770.5993 East : 612455.6981
Line Course: S 41-44-51 W Length: 63.60
North: 28473723.1482 East : 612413.3501
Line Course: N 48-15-09 W Length: 111.00
North: 28473797.0575 East : 612330.5345
Line Course: N 41-44-51 E Length: 63.60
North: 28473844.5086 East : 612372.8825
Line Course: N 32-00-19 W Length: 0.00
North: 28473844.5086 East : 612372.8825

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 349,200,000.00

Parcel name: Lot 78

North: 28473797.0575 East : 612330.5345
Line Course: S 48-15-09 E Length: 111.00
North: 28473723.1483 East : 612413.3501
Line Course: S 41-44-51 W Length: 63.60
North: 28473675.6972 East : 612371.0021
Line Course: N 48-15-09 W Length: 111.00
North: 28473749.6064 East : 612288.1865
Line Course: N 41-44-51 E Length: 63.60
North: 28473797.0575 East : 612330.5345
Line Course: N 01-47-24 W Length: 0.00
North: 28473797.0575 East : 612330.5345

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 349,200,000.00

Parcel name: Lot 79

Phase 3.txt

North: 28473749.6065 East : 612288.1864
Line Course: S 48-15-09 E Length: 111.00
North: 28473675.6972 East : 612371.0020
Line Course: S 41-44-51 W Length: 63.60
North: 28473628.2461 East : 612328.6540
Line Course: N 48-15-09 W Length: 111.00
North: 28473702.1554 East : 612245.8384
Line Course: N 41-44-51 E Length: 63.60
North: 28473749.6065 East : 612288.1864
Line Course: N 90-00-00 W Length: 0.00
North: 28473749.6065 East : 612288.1864

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 349,200,000.00

Parcel name: Lot 80

North: 28473702.1554 East : 612245.8384
Line Course: S 48-15-09 E Length: 111.00
North: 28473628.2462 East : 612328.6539
Line Course: S 41-44-51 W Length: 63.60
North: 28473580.7951 East : 612286.3059
Line Course: N 48-15-09 W Length: 111.00
North: 28473654.7043 East : 612203.4903
Line Course: N 41-44-51 E Length: 63.60
North: 28473702.1554 East : 612245.8384
Line Course: N 29-21-28 E Length: 0.00
North: 28473702.1554 East : 612245.8384

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 349,200,000.00

Parcel name: Lot 81

North: 28473654.7044 East : 612203.4903
Line Course: S 41-44-51 W Length: 63.60
North: 28473607.2533 East : 612161.1423
Line Course: S 48-15-09 E Length: 111.00

Phase 3.txt

North: 28473533.3440 East : 612243.9579
 Line Course: N 41-44-51 E Length: 63.60
 North: 28473580.7951 East : 612286.3059
 Line Course: N 48-15-09 W Length: 111.00
 North: 28473654.7044 East : 612203.4903
 Line Course: N 48-21-59 W Length: 0.00
 North: 28473654.7044 East : 612203.4903

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E
 Error North: 0.00000 East: 0.00000
 Precision 1: 349,200,000.00

Parcel name: Street Dedication

North: 28472369.4166 East : 613949.2330
 Line Course: S 48-15-09 E Length: 60.00
 North: 28472329.4656 East : 613993.9982
 Line Course: S 41-44-51 W Length: 226.15
 North: 28472160.7382 East : 613843.4164
 Curve Length: 23.56 Radius: 15.00
 Delta: 90-00-00 Tangent: 15.00
 Chord: 21.21 Course: S 03-15-09 E
 Course In: S 48-15-09 E Course Out: S 41-44-51 W
 RP North: 28472150.7504 East : 613854.6077
 End North: 28472139.5592 East : 613844.6200
 Line Course: S 48-15-09 E Length: 188.81
 North: 28472013.8402 East : 613985.4886
 Curve Length: 23.56 Radius: 15.00
 Delta: 90-00-00 Tangent: 15.00
 Chord: 21.21 Course: N 86-44-51 E
 Course In: N 41-44-51 E Course Out: S 48-15-09 E
 RP North: 28472025.0315 East : 613995.4763
 End North: 28472015.0437 East : 614006.6676
 Line Course: N 41-44-51 E Length: 63.08
 North: 28472062.1069 East : 614048.6694
 Curve Length: 17.45 Radius: 20.00
 Delta: 49-59-41 Tangent: 9.33
 Chord: 16.90 Course: N 16-45-01 E
 Course In: N 48-15-09 W Course Out: N 81-45-10 E
 RP North: 28472075.4239 East : 614033.7476
 End North: 28472078.2927 East : 614053.5408
 Curve Length: 244.34 Radius: 50.00
 Delta: 279-59-23 Tangent: 41.96
 Chord: 64.29 Course: S 48-15-09 E
 Course In: N 81-45-10 E Course Out: S 01-44-33 W
 RP North: 28472085.4650 East : 614103.0237
 End North: 28472035.4881 East : 614101.5033

Phase 3.txtL

Curve Length: 17.45 Radius: 20.00
Delta: 49-59-42 Tangent: 9.33
Chord: 16.90 Course: S 66-44-42 W
Course In: S 01-44-33 W Course Out: N 48-15-09 W
RP North: 28472015.4973 East : 614100.8952
End North: 28472028.8143 East : 614085.9734

Line Course: S 41-44-51 W Length: 63.08
North: 28471981.7512 East : 614043.9717

Curve Length: 23.56 Radius: 15.00
Delta: 90-00-00 Tangent: 15.00
Chord: 21.21 Course: S 03-15-09 E
Course In: S 48-15-09 E Course Out: S 41-44-51 W
RP North: 28471971.7635 East : 614055.1630
End North: 28471960.5722 East : 614045.1752

Line Course: S 48-15-09 E Length: 96.61
North: 28471896.2445 East : 614117.2547

Curve Length: 73.73 Radius: 825.00
Delta: 5-07-13 Tangent: 36.89
Chord: 73.70 Course: S 45-41-33 E
Course In: S 41-44-51 W Course Out: N 46-52-04 E
RP North: 28471280.7232 East : 613567.9291
End North: 28471844.7627 East : 614169.9959

Curve Length: 23.29 Radius: 15.00
Delta: 88-58-41 Tangent: 14.73
Chord: 21.02 Course: S 87-37-17 E
Course In: N 46-52-04 E Course Out: S 42-06-37 E
RP North: 28471855.0180 East : 614180.9426
End North: 28471843.8902 East : 614191.0010

Line Course: N 47-53-23 E Length: 118.73
North: 28471923.5057 East : 614279.0815

Curve Length: 10.93 Radius: 20.00
Delta: 31-18-02 Tangent: 5.60
Chord: 10.79 Course: N 32-14-22 E
Course In: N 42-06-37 W Course Out: S 73-24-39 E
RP North: 28471938.3428 East : 614265.6703
End North: 28471932.6327 East : 614284.8378

Curve Length: 126.19 Radius: 50.00
Delta: 144-36-07 Tangent: 156.68
Chord: 95.27 Course: N 88-53-25 E
Course In: S 73-24-39 E Course Out: N 71-11-28 E
RP North: 28471918.3573 East : 614332.7566
End North: 28471934.4779 East : 614380.0866

Curve Length: 10.93 Radius: 20.00
Delta: 31-18-01 Tangent: 5.60
Chord: 10.79 Course: S 34-27-33 E
Course In: N 71-11-28 E Course Out: S 39-53-27 W
RP North: 28471940.9262 East : 614399.0186
End North: 28471925.5808 East : 614386.1921

Line Course: S 50-06-33 E Length: 70.10
North: 28471880.6238 East : 614439.9775

Curve Length: 17.45 Radius: 20.00
Delta: 49-59-41 Tangent: 9.33
Chord: 16.90 Course: S 75-06-24 E

Phase 3.txt

Course In: N 39-53-27 E	Course Out: S 10-06-14 E
RP North: 28471895.9692	East : 614452.8041
End North: 28471876.2794	East : 614456.3127
Curve Length: 244.34	Radius: 50.00
Delta: 279-59-22	Tangent: 41.96
Chord: 64.29	Course: S 39-53-27 W
Course In: S 10-06-14 E	Course Out: S 89-53-08 W
RP North: 28471827.0548	East : 614465.0844
End North: 28471826.9549	East : 614415.0845
Curve Length: 17.45	Radius: 20.00
Delta: 49-59-41	Tangent: 9.33
Chord: 16.90	Course: N 25-06-43 W
Course In: S 89-53-08 W	Course Out: N 39-53-27 E
RP North: 28471826.9150	East : 614395.0845
End North: 28471842.2603	East : 614407.9111
Line Course: N 50-06-33 W Length: 84.57	
North: 28471896.4973	East : 614343.0233
Curve Length: 21.47	Radius: 15.00
Delta: 82-00-04	Tangent: 13.04
Chord: 19.68	Course: S 88-53-25 W
Course In: S 39-53-27 W	Course Out: N 42-06-37 W
RP North: 28471884.9883	East : 614333.4033
End North: 28471896.1162	East : 614323.3450
Line Course: S 47-53-23 W Length: 135.59	
North: 28471805.1950	East : 614222.7568
Curve Length: 22.40	Radius: 15.00
Delta: 85-33-39	Tangent: 13.88
Chord: 20.38	Course: S 05-06-33 W
Course In: S 42-06-37 E	Course Out: S 52-19-44 W
RP North: 28471794.0671	East : 614232.8152
End North: 28471784.9002	East : 614220.9422
Curve Length: 192.01	Radius: 825.00
Delta: 13-20-07	Tangent: 96.44
Chord: 191.58	Course: S 31-00-12 E
Course In: S 52-19-44 W	Course Out: N 65-39-51 E
RP North: 28471280.7196	East : 613567.9285
End North: 28471620.6891	East : 614319.6237
Line Course: S 24-20-09 E Length: 2.61	
North: 28471618.3110	East : 614320.6992
Line Course: S 65-39-51 W Length: 50.00	
North: 28471597.7068	East : 614275.1420
Line Course: N 24-20-09 W Length: 2.61	
North: 28471600.0849	East : 614274.0664
Curve Length: 323.50	Radius: 775.00
Delta: 23-55-00	Tangent: 164.14
Chord: 321.16	Course: N 36-17-39 W
Course In: S 65-39-51 W	Course Out: N 41-44-51 E
RP North: 28471280.7196	East : 613567.9285
End North: 28471858.9366	East : 614083.9615
Line Course: N 48-15-09 W Length: 365.42	
North: 28472102.2512	East : 613811.3266
Curve Length: 23.56	Radius: 15.00
Delta: 90-00-00	Tangent: 15.00

Phase 3.txt

Chord: 21.21
 Course In: S 41-44-51 W
 RP North: 28472091.0599
 End North: 28472101.0476
 Line Course: S 41-44-51 W Length: 75.45
 North: 28472044.7554
 Line Course: N 48-15-09 W Length: 60.00
 North: 28472084.7063
 Line Course: N 41-44-51 E Length: 381.60
 North: 28472369.4129
 Line Course: S 32-00-19 E Length: 0.00
 North: 28472369.4129

Course: S 86-44-51 W
 Course Out: N 48-15-09 W
 East : 613801.3389
 East : 613790.1476
 East : 613739.9093
 East : 613695.1441
 East : 613949.2321
 East : 613949.2321

Perimeter: 3501.57 Area: 95,280 S.F. 2.187 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0038
 Error North: -0.00367
 Precision 1: 921,468.42

Course: S 13-46-59 W
 East : -0.00090

Parcel name: Total Area

North: 28472443.3259 East : 613866.4175
 Line Course: S 48-15-09 E Length: 185.00
 North: 28472320.1438 East : 614004.4435
 Line Course: S 54-33-09 E Length: 751.56
 North: 28471884.2716 East : 614616.6998
 Line Course: S 46-55-41 E Length: 204.73
 North: 28471744.4581 East : 614766.2544
 Line Course: S 80-27-31 W Length: 217.18
 North: 28471708.4584 East : 614552.0789
 Line Course: S 68-46-47 W Length: 243.33
 North: 28471620.3840 East : 614325.2477
 Line Course: S 65-39-51 W Length: 55.00
 North: 28471597.7193 East : 614275.1346
 Line Course: N 24-20-09 W Length: 2.61
 North: 28471600.0974 East : 614274.0591
 Curve Length: 37.39 Radius: 775.00
 Delta: 2-45-52 Tangent: 18.70
 Chord: 37.39 Course: N 25-43-05 W
 Course In: S 65-39-51 W Course Out: N 62-53-59 E
 RP North: 28471280.7321 East : 613567.9212
 End North: 28471633.7828 East: 614257.8344
 Line Course: S 53-39-25 W Length: 107.04
 North: 28471570.3489 East : 614171.6155
 Line Course: N 32-39-03 W Length: 138.79
 North: 28471687.2064 East : 614096.7357
 Line Course: N 37-41-16 W Length: 107.06
 North: 28471771.9288 East : 614031.2837
 Line Course: N 48-15-09 W Length: 399.06

Phase 3.txt

	North: 28472037.6426	East : 613733.5505
Line	Course: N 41-44-51 E	Length: 9.55
	North: 28472044.7677	East : 613739.9093
Line	Course: N 48-15-09 W	Length: 171.00
	North: 28472158.6279	East : 613612.3286
Line	Course: N 41-44-51 E	Length: 381.60
	North: 28472443.3345	East : 613866.4166

Perimeter: 3010.90 Area: 420,362 S.F. 9.650 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0086 Course: N 06-12-57 W
Error North: 0.00852 East : -0.00093
Precision 1: 350,104.65

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible selection of a firm for Design Services for Exit 298 Lift Station and Sewer Main, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **Six (6) Statements of Qualifications were received. 3 Staff members (Ryan Limberg, Bob Thibault, and Dale Johnson) have rated these SOQ's. The rating summary sheet is attached for your review. RL**
6. Budget Information:
 Appropriation Required:
 Budget amount available: **\$250,000.00**
 Fund name: **Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ratings Sheet**
9. Recommended Motion: **Pleasure of the Council. Staff's recommendation is to direct Staff to negotiate a Professional Services Agreement with the overall highest rated firm.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing and possible adoption of Ordinance No. 838, an ordinance approving an amendment to the development agreement between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner"), specifically to add Phase 2 of the Copper Trails subdivision and impose a bottom of finished floor elevation for all future placement of principal building sup-gradient of the Eight-Mile drainage easement of two feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record, and to direct Staff to set the matter for second reading, public hearing and possible adoption, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to N.R.S. 278.0205 and Section 3-2-26(F) of the City Code, Council may amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest if it finds that the amendment to the agreement is consistent with the Master Plan. The amendment shall be approved by adoption of an ordinance. In this instance, the owner has requested the City amend the approved development agreement and Staff is in agreement. SAW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance, amended Development Agreement, and other related correspondence**
9. Recommended Motion: **Conduct Second Reading, public hearing and adopt Ordinance No. 838**
9. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
10. Committee/Other Agency Review:
11. Council Action:
13. Agenda Distribution: **Copper Trails, LLC; luke fitzgerald <elkoluke@gmail.com>**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Deed of Dedication offered by Joy Global Surface Mining Inc., for a permanent non-exclusive Right-of-Way for a public street and utilities associated with a segment of P & H Drive, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Staff has been working with property owners to vacate a portion of P & H Drive but in order to allow for a cul-de-sac turnaround at the end of the dedicated Right-of-Way, the owners must offer for dedication the two radius of the cul-de-sac. CL**
6. Budget Information:

 Appropriation Required: **None**
 Budget amount available:
 Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Deed of Dedication with exhibits**
9. Recommended Motion: **Move to accept of a Deed of Dedication offered by Joy Global Surface Mining, Inc. for a permanent non-exclusive Right-of-Way for a public street and utilities associated with a segment of P & H Drive.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Council Agenda Distribution: **Michael McClanahan**
 Joy Global Surfacing Mining Inc.
 4400 West National Avenue
 Milwaukee, WI 53214
 michael.mccclanahan@mining.komatsu

 Legend Engineering
 Lonny Reed lonny@legendengineering.com
 52 West 100 North
 Heber City, UT 84032

APN 001-679-014 & 001-679-015

When Recorded, Mail To:
City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION

THIS INDENTURE, made and entered into between **HARNISCHFEGER CORPORATION**, a Delaware Corporation, and **KOMATSU MINING CORPORATION**, a Delaware Corporation, Grantors, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantors, for valuable consideration, the receipt of which is hereby acknowledged, do hereby dedicate to the Grantee, for a public right-of-way and all purposes related thereto, a portion of that certain parcel of real property situate within the City of Elko, County of Elko, State of Nevada, more particularly described on **Exhibit A** attached hereto, and delineated and shown on **Exhibit B**, "Map of Dedication for a Portion of P & H Drive," attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this ____ day of _____, 2019.

KOMATSU MINING CORP.

HARNISCHFEGER CORPORATION

By: _____

By: _____

(Notary on next page)

STATE OF NEVADA)
COUNTY OF ELKO) ss.

On this ____ day of _____, 2019, personally appeared before me, a Notary Public, _____, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

[illegible]

On this _____ day of _____, 2019, personally appeared before me, a Notary Public, _____, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

Mail tax statement to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

Exhibit A

DEDICATION

LEGAL DESCRIPTION

TWO PARCELS OF LAND ALONG P & H DRIVE AS SHOWN ON PARCEL MAP FILE NO. 452341, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER WHICH LIES IN SECTION 30, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M., AND IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINTS S01°02'00"W ALONG THE SECTION LINE 420.65 FEET AND EAST 1085.33 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30, SAID POINT BEING ON A 61.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 99.38 FEET (CHORD BEARS N32°02'04"E 88.75); THENCE S32°02'04"W 88.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,174 SQUARE FEET

ALSO

BEGINNING AT A POINTS S01°02'00"W ALONG THE SECTION LINE 465.82 FEET AND EAST 1152.26 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30 AND RUNNING THENCE N32°02'04"E 95.21 FEET TO A POINT ON A 61.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 109.22 FEET (CHORD BEARS S32°02'04"W 95.21 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1,516 SQUARE FEET

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S01°02'00"W BETWEEN THE NORTHWEST CORNER OF SECTION 30 AND THE WEST QUARTER CORNER OF SECTION 30.

DESCRIPTION PREPARED BY:
CHAD ANDERSON, PLS
ELEMENT LAND SURVEYING



AGREEMENT TO INSTALL IMPROVEMENTS
AND PERFORMANCE/MAINTENANCE GUARANTEES

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **Parrado Partners LP**, a California Limited Partnership, hereinafter referred to as "**Developer**."

RECITALS

- A. **WHEREAS**, **Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Great Basin Estates, Phase 3**, into thirty-eight (38) separate parcels by means of a subdivision map, identified by the **City** as Subdivision Map No. 11-18;
- B. **WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320, as amended) enter into an Agreement to Install Improvements;
- C. **WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements are expected to be in the amount of **Seven Hundred Seventy-Six Thousand, Three Hundred Sixty-Nine Dollars and Twenty-Five Cents (\$776,329.25)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. **WHEREAS**, the **Developer** intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the **City** (attached at **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. **WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the **City**;
- F. **WHEREAS**, the **City** approved the Final Plat on _____;
- G. **WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the **City** a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the **City**. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Two Cents (\$77,636.92)** (hereinafter referred to as the "Maintenance Guaranty");
- H. **WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.

- I. **NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

- 1) **REQUIRED IMPROVEMENTS, CERTIFICATION, GUARANTEES, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTEES.** Developer agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and Developer shall pay or cause to be paid all claims for labor and materials used to perform the **Work**.

B. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) Developer agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing **Work**.

2) The **Work** shall be certified by the Developer's Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the City for possible acceptance of the **Work** before the City conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the **Work**, the Developer's Engineer shall provide the City with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the Developer's engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation of the **Work**; and (e) an "as-built" drawing of the **Work**.

4) The City Council shall not accept the **Work** without a complete and comprehensive certification of the **Work** by the **Developer's** engineer.

C. MAINTENANCE PERIOD. Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Two Cents (\$77,636.92)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

D. CERTIFICATION OF FINAL MAP. The **City** will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The **Developer** has completed the **Work** as required under the Agreement;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

E. EFFECTIVE DATE. The Effective Date of this Agreement shall be _____, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

F. TERM. The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date

the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

G. DESCRIPTION OF WORK AND CONDITIONS. In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

(1) COMPLIANCE WITH CITY CODE. **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) STANDARDS. The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) PRECONSTRUCTION CONFERENCE. Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) AS-BUILT PLANS. **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) SUBDIVISION CONDITIONS. **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) ENGINEER'S CERTIFICATE. Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

H. FINAL COMPLETION AND ACCEPTANCE OF WORK. Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, GUARANTEES, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**). **Developer** shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the

Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements contained in this Agreement, to include compliance with the standard construction specifications of the **City**.

- I. **DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

2. GENERAL TERMS AND CONDITIONS.

- A. **WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. **TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. **CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. **NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Jeremy Draper, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to

Developer, to: Parrado Partners LP, 1910 Idaho St. 102-603, Elko, NV 89801.

- F. CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

P. REMEDIES NOT EXCLUSIVE. No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The City shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER - _____

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

EXHIBIT "A"**PROJECT: Great Basin Estates - ELKO, NEVADA - Phase 3****Robert Capps****ENGINEER: SUMMIT ENGINEERING CORP.**

PREPARED BY:

NIB

DATE:

10/18/2018

ZONING: Residential

- STREETS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT FOR STREETS	72,405	SF	\$2.35	\$170,151.75
9" BASE FOR STREETS	2,010	CY	\$36.00	\$72,360.00
AC SAWCUT	1	LS	\$520.00	\$520.00

- GRADING -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
SITE GRADING	1	LS	\$15,000.00	\$15,000.00
CLEARING & GRUBING	1	LS	\$2,500.00	\$2,500.00

- CONCRETE -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPE I CURB AND GUTTER WITH Base & Subgrade prep. (Compacted)	2,892	LF	\$18.00	\$52,056.00
4" SIDEWALK WITH BASE (Compacted) & Subgrade prep.	11,568	SF	\$4.50	\$52,056.00
ADA RAMPS W/ DETECTABLE MARKERS WITH Base & Subgrade prep. (Compacted)	7	EA	\$2,750.00	\$19,250.00
VG & SPANDREL W/ #4 REBAR WITH Base & Subgrade prep. (Compacted)	1,587	SF	\$6.50	\$10,315.50

- SANITARY SEWER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4" DIAMETER SEWER SERVICE LATERAL	1,190	LF	\$22.00	\$26,180.00
48" DIA SSMH	5	EA	\$3,000.00	\$15,000.00
8" DIA. SS MAIN	635	EA	\$34.00	\$21,590.00

- STORM DRAIN -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPR 4R DROP INLETS	2	EA	\$2,750.00	\$5,500.00
18" SD PIPE	240	LF	\$46.00	\$11,040.00
12" SD PIPE	40	LF	\$36.00	\$1,440.00
48" DIA. SDMH	1	EA	\$3,000.00	\$3,000.00
RIP RAP 12" DIA.	1	LS	\$750.00	\$750.00

- WATER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER VALVE CONCRETE COLLARS	12	EA	\$650.00	\$7,800.00
6" GATE VALVES	6	EA	\$1,100.00	\$6,600.00
8" GATE VALVES	5	EA	\$1,250.00	\$6,250.00
10" GATE VALVES	1	EA	\$1,500.00	\$1,500.00
8" DIA. WATER MAIN	1,350	LF	\$38.00	\$51,300.00
10" DIA WATER MAIN	385	LF	\$44.00	\$16,940.00
10" ENDCAP W. THRUST BLOCK	1	EA	\$850.00	\$850.00
10" X 6" TEE	1	EA	\$1,750.00	\$1,750.00
8" X 6" TEE	3	EA	\$1,250.00	\$3,750.00
8" X 10" TEE	1	EA	\$1,450.00	\$1,450.00

8" X 8" TEE	2	EA	\$1,250.00	\$2,500.00
90 DEG BEND	1	EA	\$1,450.00	\$1,450.00
45 DEG. BEND	1	EA	\$1,450.00	\$1,450.00
EX. MAIN CONNECT	1	LS	\$1,600.00	\$1,600.00
FIRE HYDRANT ASSEMBLY W/ THRUST BLOCKS	6	EA	\$4,100.00	\$24,600.00
8" X 6" REDUCER	2	EA	\$1,200.00	\$2,400.00
1" POLY PIPE	650	LF	\$34.00	\$22,100.00

- MISCELLANEOUS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GAS SERVICE	1	LS	\$4,000.00	\$16,920.00
POWER, PHONE & CABLE SERVICE	1	LS	\$65,400.00	\$65,400.00
N36 BOXES	1	LS	\$7,200.00	\$7,200.00
STREET SIGNS	5	EA	\$1,200.00	\$6,000.00
STREET MONUMENTS	7	EA	\$850.00	\$5,950.00
QA / QC - TESTING AND INSPECTION	1	LS	\$23,500.00	\$23,500.00
CONSTRUCTION STAKING	1	LS	\$18,400.00	\$18,400.00

Total on-site Improvements

\$776,369.25

EXHIBIT B

APPROVEE
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 100. **APPROVEE**

<p>1. <i>Chlorophyll a</i> (Chl <i>a</i>)</p> <p>2. <i>Chlorophyll b</i> (Chl <i>b</i>)</p> <p>3. <i>Chlorophyll c</i> (Chl <i>c</i>)</p> <p>4. <i>Chlorophyll d</i> (Chl <i>d</i>)</p> <p>5. <i>Chlorophyll e</i> (Chl <i>e</i>)</p> <p>6. <i>Chlorophyll f</i> (Chl <i>f</i>)</p> <p>7. <i>Chlorophyll g</i> (Chl <i>g</i>)</p> <p>8. <i>Chlorophyll h</i> (Chl <i>h</i>)</p> <p>9. <i>Chlorophyll i</i> (Chl <i>i</i>)</p> <p>10. <i>Chlorophyll j</i> (Chl <i>j</i>)</p> <p>11. <i>Chlorophyll k</i> (Chl <i>k</i>)</p> <p>12. <i>Chlorophyll l</i> (Chl <i>l</i>)</p> <p>13. <i>Chlorophyll m</i> (Chl <i>m</i>)</p> <p>14. <i>Chlorophyll n</i> (Chl <i>n</i>)</p> <p>15. <i>Chlorophyll o</i> (Chl <i>o</i>)</p> <p>16. <i>Chlorophyll p</i> (Chl <i>p</i>)</p> <p>17. <i>Chlorophyll q</i> (Chl <i>q</i>)</p> <p>18. <i>Chlorophyll r</i> (Chl <i>r</i>)</p> <p>19. <i>Chlorophyll s</i> (Chl <i>s</i>)</p> <p>20. <i>Chlorophyll t</i> (Chl <i>t</i>)</p> <p>21. <i>Chlorophyll u</i> (Chl <i>u</i>)</p> <p>22. <i>Chlorophyll v</i> (Chl <i>v</i>)</p> <p>23. <i>Chlorophyll w</i> (Chl <i>w</i>)</p> <p>24. <i>Chlorophyll x</i> (Chl <i>x</i>)</p> <p>25. <i>Chlorophyll y</i> (Chl <i>y</i>)</p> <p>26. <i>Chlorophyll z</i> (Chl <i>z</i>)</p> <p>27. <i>Chlorophyll aa</i> (Chl <i>aa</i>)</p> <p>28. <i>Chlorophyll ab</i> (Chl <i>ab</i>)</p> <p>29. <i>Chlorophyll ac</i> (Chl <i>ac</i>)</p> <p>30. <i>Chlorophyll ad</i> (Chl <i>ad</i>)</p> <p>31. <i>Chlorophyll ae</i> (Chl <i>ae</i>)</p> <p>32. <i>Chlorophyll af</i> (Chl <i>af</i>)</p> <p>33. <i>Chlorophyll ag</i> (Chl <i>ag</i>)</p> <p>34. <i>Chlorophyll ah</i> (Chl <i>ah</i>)</p> <p>35. <i>Chlorophyll ai</i> (Chl <i>ai</i>)</p> <p>36. <i>Chlorophyll aj</i> (Chl <i>aj</i>)</p> <p>37. <i>Chlorophyll ak</i> (Chl <i>ak</i>)</p> <p>38. <i>Chlorophyll al</i> (Chl <i>al</i>)</p> <p>39. <i>Chlorophyll am</i> (Chl <i>am</i>)</p> <p>40. <i>Chlorophyll an</i> (Chl <i>an</i>)</p> <p>41. <i>Chlorophyll ao</i> (Chl <i>ao</i>)</p> <p>42. <i>Chlorophyll ap</i> (Chl <i>ap</i>)</p> <p>43. <i>Chlorophyll aq</i> (Chl <i>aq</i>)</p> <p>44. <i>Chlorophyll ar</i> (Chl <i>ar</i>)</p> <p>45. <i>Chlorophyll as</i> (Chl <i>as</i>)</p> <p>46. <i>Chlorophyll at</i> (Chl <i>at</i>)</p> <p>47. <i>Chlorophyll au</i> (Chl <i>au</i>)</p> <p>48. <i>Chlorophyll av</i> (Chl <i>av</i>)</p> <p>49. <i>Chlorophyll aw</i> (Chl <i>aw</i>)</p> <p>50. <i>Chlorophyll ax</i> (Chl <i>ax</i>)</p> <p>51. <i>Chlorophyll ay</i> (Chl <i>ay</i>)</p> <p>52. <i>Chlorophyll az</i> (Chl <i>az</i>)</p> <p>53. <i>Chlorophyll ba</i> (Chl <i>ba</i>)</p> <p>54. <i>Chlorophyll bb</i> (Chl <i>bb</i>)</p> <p>55. <i>Chlorophyll bc</i> (Chl <i>bc</i>)</p> <p>56. <i>Chlorophyll bd</i> (Chl <i>bd</i>)</p> <p>57. <i>Chlorophyll be</i> (Chl <i>be</i>)</p> <p>58. <i>Chlorophyll bf</i> (Chl <i>bf</i>)</p> <p>59. <i>Chlorophyll bg</i> (Chl <i>bg</i>)</p> <p>60. <i>Chlorophyll bh</i> (Chl <i>bh</i>)</p> <p>61. <i>Chlorophyll bi</i> (Chl <i>bi</i>)</p> <p>62. <i>Chlorophyll bj</i> (Chl <i>bj</i>)</p> <p>63. <i>Chlorophyll bk</i> (Chl <i>bk</i>)</p> <p>64. <i>Chlorophyll bl</i> (Chl <i>bl</i>)</p> <p>65. <i>Chlorophyll bm</i> (Chl <i>bm</i>)</p> <p>66. <i>Chlorophyll bn</i> (Chl <i>bn</i>)</p> <p>67. <i>Chlorophyll bo</i> (Chl <i>bo</i>)</p> <p>68. <i>Chlorophyll bp</i> (Chl <i>bp</i>)</p> <p>69. <i>Chlorophyll bq</i> (Chl <i>bq</i>)</p> <p>70. <i>Chlorophyll br</i> (Chl <i>br</i>)</p> <p>71. <i>Chlorophyll bs</i> (Chl <i>bs</i>)</p> <p>72. <i>Chlorophyll bt</i> (Chl <i>bt</i>)</p> <p>73. <i>Chlorophyll bu</i> (Chl <i>bu</i>)</p> <p>74. <i>Chlorophyll bv</i> (Chl <i>bv</i>)</p> <p>75. <i>Chlorophyll bw</i> (Chl <i>bw</i>)</p> <p>76. <i>Chlorophyll bx</i> (Chl <i>bx</i>)</p> <p>77. <i>Chlorophyll by</i> (Chl <i>by</i>)</p> <p>78. <i>Chlorophyll bz</i> (Chl <i>bz</i>)</p> <p>79. <i>Chlorophyll ca</i> (Chl <i>ca</i>)</p> <p>80. <i>Chlorophyll cb</i> (Chl <i>cb</i>)</p> <p>81. <i>Chlorophyll cc</i> (Chl <i>cc</i>)</p> <p>82. <i>Chlorophyll cd</i> (Chl <i>cd</i>)</p> <p>83. <i>Chlorophyll ce</i> (Chl <i>ce</i>)</p> <p>84. <i>Chlorophyll cf</i> (Chl <i>cf</i>)</p> <p>85. <i>Chlorophyll cg</i> (Chl <i>cg</i>)</p> <p>86. <i>Chlorophyll ch</i> (Chl <i>ch</i>)</p> <p>87. <i>Chlorophyll ci</i> (Chl <i>ci</i>)</p> <p>88. <i>Chlorophyll cj</i> (Chl <i>cj</i>)</p> <p>89. <i>Chlorophyll ck</i> (Chl <i>ck</i>)</p> <p>90. <i>Chlorophyll cl</i> (Chl <i>cl</i>)</p> <p>91. <i>Chlorophyll cm</i> (Chl <i>cm</i>)</p> <p>92. <i>Chlorophyll cn</i> (Chl <i>cn</i>)</p> <p>93. <i>Chlorophyll co</i> (Chl <i>co</i>)</p> <p>94. <i>Chlorophyll cp</i> (Chl <i>cp</i>)</p> <p>95. <i>Chlorophyll cq</i> (Chl <i>cq</i>)</p> <p>96. <i>Chlorophyll cr</i> (Chl <i>cr</i>)</p> <p>97. <i>Chlorophyll cs</i> (Chl <i>cs</i>)</p> <p>98. <i>Chlorophyll ct</i> (Chl <i>ct</i>)</p> <p>99. <i>Chlorophyll cu</i> (Chl <i>cu</i>)</p> <p>100. <i>Chlorophyll cv</i> (Chl <i>cv</i>)</p> <p>101. <i>Chlorophyll cw</i> (Chl <i>cw</i>)</p> <p>102. <i>Chlorophyll cx</i> (Chl <i>cx</i>)</p> <p>103. <i>Chlorophyll cy</i> (Chl <i>cy</i>)</p> <p>104. <i>Chlorophyll cz</i> (Chl <i>cz</i>)</p> <p>105. <i>Chlorophyll da</i> (Chl <i>da</i>)</p> <p>106. <i>Chlorophyll db</i> (Chl <i>db</i>)</p> <p>107. <i>Chlorophyll dc</i> (Chl <i>dc</i>)</p> <p>108. <i>Chlorophyll dd</i> (Chl <i>dd</i>)</p> <p>109. <i>Chlorophyll de</i> (Chl <i>de</i>)</p> <p>110. <i>Chlorophyll df</i> (Chl <i>df</i>)</p> <p>111. <i>Chlorophyll dg</i> (Chl <i>dg</i>)</p> <p>112. <i>Chlorophyll dh</i> (Chl <i>dh</i>)</p> <p>113. <i>Chlorophyll di</i> (Chl <i>di</i>)</p> <p>114. <i>Chlorophyll dj</i> (Chl <i>dj</i>)</p> <p>115. <i>Chlorophyll dk</i> (Chl <i>dk</i>)</p> <p>116. <i>Chlorophyll dl</i> (Chl <i>dl</i>)</p> <p>117. <i>Chlorophyll dm</i> (Chl <i>dm</i>)</p> <p>118. <i>Chlorophyll dn</i> (Chl <i>dn</i>)</p> <p>119. <i>Chlorophyll do</i> (Chl <i>do</i>)</p> <p>120. <i>Chlorophyll dp</i> (Chl <i>dp</i>)</p> <p>121. <i>Chlorophyll dq</i> (Chl <i>dq</i>)</p> <p>122. <i>Chlorophyll dr</i> (Chl <i>dr</i>)</p> <p>123. <i>Chlorophyll ds</i> (Chl <i>ds</i>)</p> <p>124. <i>Chlorophyll dt</i> (Chl <i>dt</i>)</p> <p>125. <i>Chlorophyll du</i> (Chl <i>du</i>)</p> <p>126. <i>Chlorophyll dv</i> (Chl <i>dv</i>)</p> <p>127. <i>Chlorophyll dw</i> (Chl <i>dw</i>)</p> <p>128. <i>Chlorophyll dx</i> (Chl <i>dx</i>)</p> <p>129. <i>Chlorophyll dy</i> (Chl <i>dy</i>)</p> <p>130. <i>Chlorophyll dz</i> (Chl <i>dz</i>)</p> <p>131. <i>Chlorophyll ea</i> (Chl <i>ea</i>)</p> <p>132. <i>Chlorophyll eb</i> (Chl <i>eb</i>)</p> <p>133. <i>Chlorophyll ec</i> (Chl <i>ec</i>)</p> <p>134. <i>Chlorophyll ed</i> (Chl <i>ed</i>)</p> <p>135. <i>Chlorophyll ee</i> (Chl <i>ee</i>)</p> <p>136. <i>Chlorophyll ef</i> (Chl <i>ef</</i></p>

[illegible]

1. **ANALYZE THE PROBLEM** (10-15 minutes) – Read the problem carefully. Identify the given information and the question being asked. Determine what you need to find out.

2. **PLAN A SOLUTION** (10-15 minutes) – Think about the problem. Consider different strategies or methods that you can use to solve it. Write down your plan.

3. **EXECUTE THE PLAN** (10-15 minutes) – Carry out your plan. Show your work and use the appropriate mathematical operations and formulas.

4. **CHECK YOUR ANSWER** (5-10 minutes) – Review your solution. Check if your answer makes sense and if you have answered the question correctly.

5. **REFLECT ON THE PROCESS** (5-10 minutes) – Think about how you solved the problem. What strategies did you use? What did you learn from this experience?

6. **Communicate Your Solution** (10-15 minutes) – Explain your solution to someone else. This can help you solidify your understanding and identify any mistakes.

7. **Practice Makes Perfect** (10-15 minutes) – Work on additional problems similar to the one you just solved. This will help you become more confident and efficient in solving problems.

8. **Review and Reflect** (10-15 minutes) – Review the key concepts and strategies you used. Reflect on your overall performance and identify areas for improvement.

9. **Seek Help When Needed** (10-15 minutes) – If you are still having trouble, don't hesitate to ask for help from your teacher or classmates.

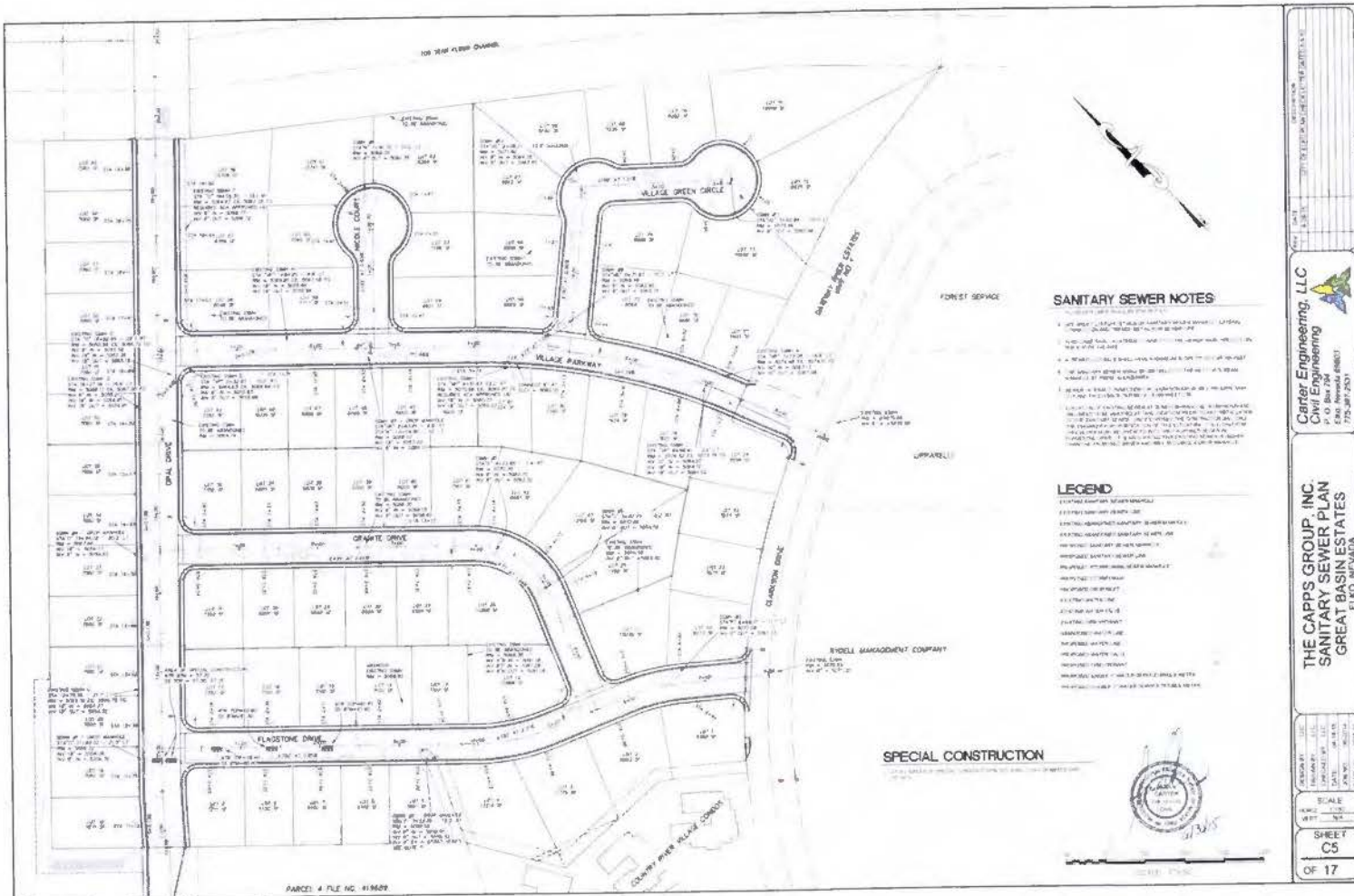
10. **Stay Positive and Persistent** (10-15 minutes) – Remember that solving problems is a skill that can be developed with practice. Stay positive and keep trying!

[illegible][illegible]

12	FILE NUMBER & DATE SPECIFICATIONS
13	FILE PLAN
14	GRADING PLAN
15	WATER PLAN
16	SEWER & RAINAGE PLAN
17	STRUCTURE DETAIL PLAN
18	SPILL RAMP DETAIL PLAN AND PROFILE
19	STREET DETAIL PLAN AND PROFILE
20	STREET LIGHT DETAIL PLAN AND PROFILE
21	STREET FURNISHING PLAN AND PROFILE
22	WATER COURT AND ILLAGE OPEN GROUSE
23	PLAN AND PROFILE
24	WATERMETER DETAILS
25	WATER DETAIL
26	STREET LIGHT & SIGNAGE DETAIL
27	STREET FURNISHING & UTILITIES DETAIL
28	STREET LIGHTING DETAIL

OWNER-DEVELOPER
PARKVIEW ESTATES, INC.
THE LARRY GROUP INC.
12202 BUCKINGHAM ROAD, SUITE 200
TROCKEE, CALIFORNIA 96089
CONTACT: ROBERT LARSEN
(916) 366-1344, ext. 200

CARTER ENGINEERING LTD
P.O. BOX 754
2001 MELBOURNE ROAD
DUNDEE, DUNDEE A. CARTER, P.
1776 240-280



SANITARY SEWER NOTES

1. SEE SHEET 1 FOR SANITARY SEWER SYSTEM LAYOUT.
2. SEE SHEET 2 FOR SANITARY SEWER SYSTEM LAYOUT.
3. SEE SHEET 3 FOR SANITARY SEWER SYSTEM LAYOUT.
4. SEE SHEET 4 FOR SANITARY SEWER SYSTEM LAYOUT.
5. SEE SHEET 5 FOR SANITARY SEWER SYSTEM LAYOUT.
6. SEE SHEET 6 FOR SANITARY SEWER SYSTEM LAYOUT.
7. SEE SHEET 7 FOR SANITARY SEWER SYSTEM LAYOUT.
8. SEE SHEET 8 FOR SANITARY SEWER SYSTEM LAYOUT.
9. SEE SHEET 9 FOR SANITARY SEWER SYSTEM LAYOUT.
10. SEE SHEET 10 FOR SANITARY SEWER SYSTEM LAYOUT.

LEGEND

- 1. EXISTING SANITARY SEWER
- 2. EXISTING SANITARY SEWER
- 3. EXISTING SANITARY SEWER
- 4. EXISTING SANITARY SEWER
- 5. EXISTING SANITARY SEWER
- 6. EXISTING SANITARY SEWER
- 7. EXISTING SANITARY SEWER
- 8. EXISTING SANITARY SEWER
- 9. EXISTING SANITARY SEWER
- 10. EXISTING SANITARY SEWER

SPECIAL CONSTRUCTION

SEE SHEET 1 FOR SPECIAL CONSTRUCTION DETAILS.



Carter Engineering, LLC
 Civil Engineering
 5340 Nevada Street
 Las Vegas, NV 89121
 702.887.2001

THE CAPPS GROUP, INC.
 CIVIL ENGINEERING
 SANITARY SEWER PLAN
 GREAT BASIN ESTATES
 ELKO, NEVADA

SHEET
 C5
 OF 17

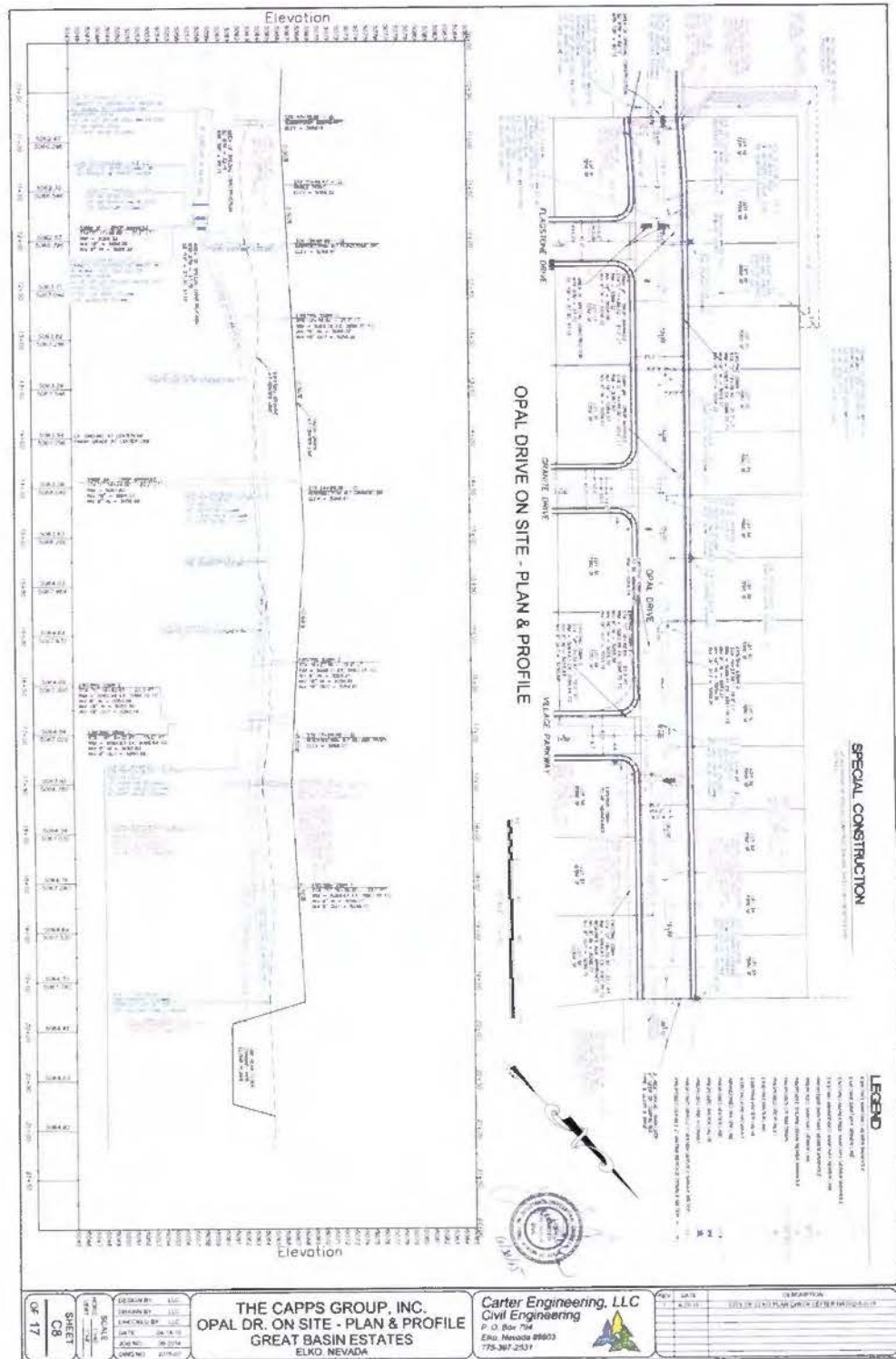


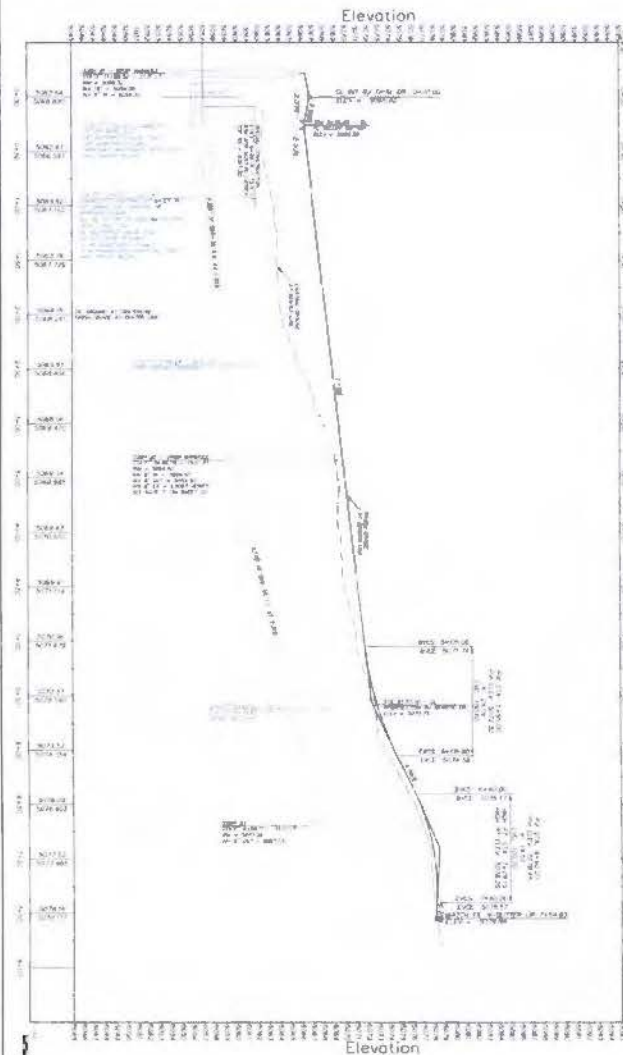
THE CAPPS GROUP, INC.
STORM DRAIN PLAN
GREAT BASIN ESTATES
 ELKO, NEVADA

Carter Engineering, LLC
 Civil Engineering
 P.O. Box 704
 Elko, Nevada 89803
 775-297-2931

REV.	DATE	DESCRIPTION
1	06/15/17	ISSUE FOR PERMIT
2	06/15/17	ISSUE FOR PERMIT
3	06/15/17	ISSUE FOR PERMIT
4	06/15/17	ISSUE FOR PERMIT
5	06/15/17	ISSUE FOR PERMIT
6	06/15/17	ISSUE FOR PERMIT
7	06/15/17	ISSUE FOR PERMIT
8	06/15/17	ISSUE FOR PERMIT
9	06/15/17	ISSUE FOR PERMIT
10	06/15/17	ISSUE FOR PERMIT

PROJECT NO.	17-001
DATE	06/15/17
SCALE	AS SHOWN
SHEET	06
OF 17	





LEGEND

SPECIAL CONSTRUCTION

THE CAPPS GROUP, INC.
FLAGSTONE DRIVE PLAN & PROFILE
GREAT BASIN ESTATES
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P. O. Box 704
Elko, Nevada 89801
775-307-2531



OF 17	SHEET C9	SCALE	DESIGN BY
		DRAWN BY	
		CHECKED BY	DATE
			JOB NO.
			DWG NO.

BOOKED BY	ALC
CLERKED BY	ALC
CHICKENED BY	ALC
DATE	04/14/15
JURY NO	00-0014
SWG NO	0013-00

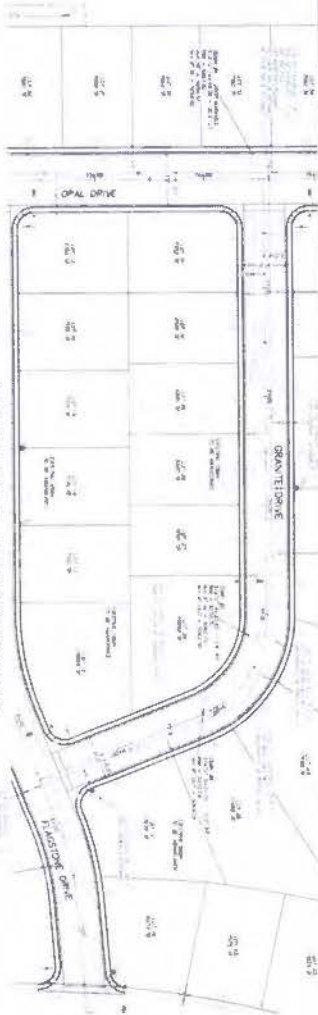
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CLERKED BY	ALC
CHIEF CLERK BY	ALC
DATE	04/14/15
JURY NO	00-2014
SWG NO	2013-05

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CHIEF CLERK BY	ALC
DATE	04/14/15
JURY NO.	00-2014
SWG NO.	2013-05

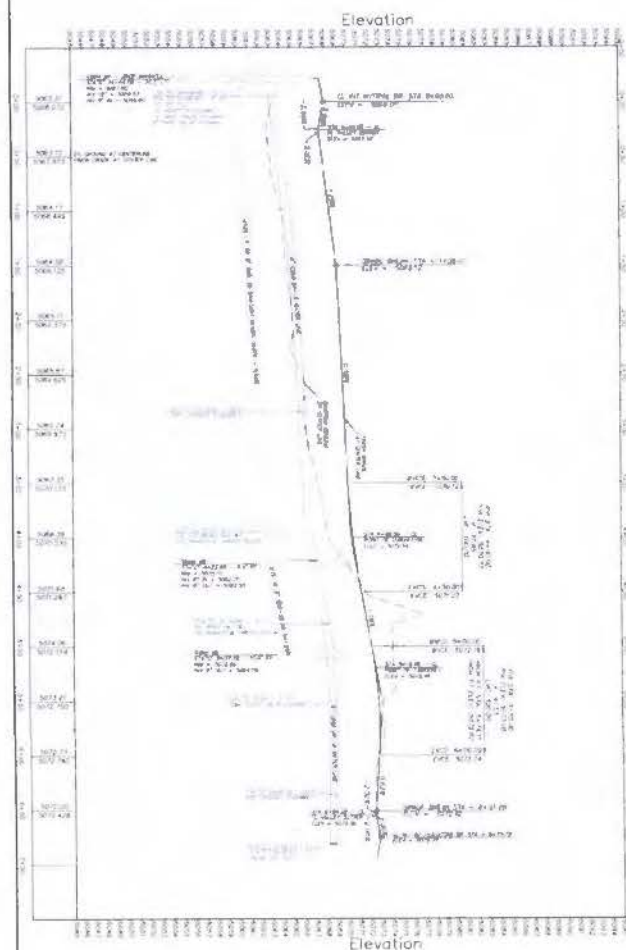
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DATE	04/14/15
JURY NO.	00-2014
SWG NO.	2013-05

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JURY NO	00-2014
SWO NO	2013-05

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CHIEF CLERK BY	ALC
DATE	04/14/15
JURY NO.	00-2014
SWG NO.	2013-05



GRANITE DRIVE - PLAN AND PROFILE



LEGEND

- 1. ALL DISTANCES ARE IN FEET.
- 2. ALL ELEVATIONS ARE IN FEET.
- 3. ALL LOT AREAS ARE IN SQUARE FEET.
- 4. ALL LOT DIMENSIONS ARE IN FEET.
- 5. ALL LOT PERIMETERS ARE IN FEET.
- 6. ALL LOT CORNERS ARE IN FEET.
- 7. ALL LOT INTERIORS ARE IN FEET.
- 8. ALL LOT EXTERIORS ARE IN FEET.
- 9. ALL LOT INTERIORS ARE IN FEET.
- 10. ALL LOT EXTERIORS ARE IN FEET.

SPECIAL CONSTRUCTION

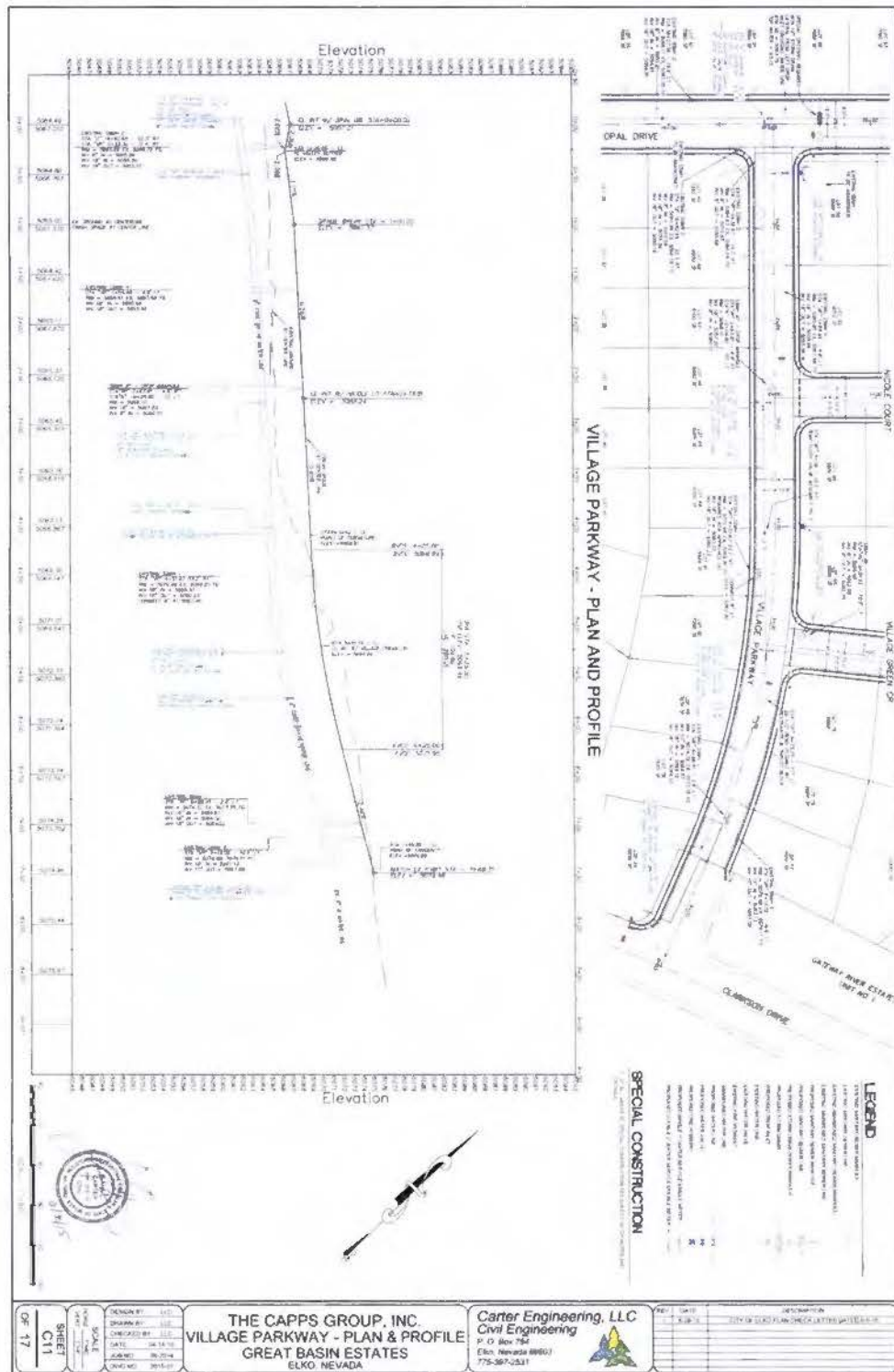
NO SPECIAL CONSTRUCTION REQUIRED.



THE CAPPS GROUP, INC.
GRANITE DRIVE - PLAN & PROFILE
GREAT BASIN ESTATES
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P.O. Box 796
Elko, Nevada 89803
775-387-2531

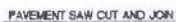
DATE: 08-17-17
SHEET: C10
OF: 17





CUMULATIVE OFFICE NOTES

1. 2015. gada 20. oktobrī, ar šo lēmumu izstrādājamais projekts "Izaugsmes un nodarbinātības veicināšanas pasākumu īstenošanas noteikumi" ir izstrādāts saskaņā ar 2015. gada 17. oktobra Ministru kabineta lēmumu Nr. 417, ar kuru ir noteikta šādu pasākumu īstenošanas kārtība:



1. $\lim_{x \rightarrow 0} \frac{1}{x} = \infty$ (The limit of $\frac{1}{x}$ as x approaches 0 is infinity.)
 2. $\lim_{x \rightarrow 0} \frac{1}{x^2} = \infty$ (The limit of $\frac{1}{x^2}$ as x approaches 0 is infinity.)
 3. $\lim_{x \rightarrow 0} \frac{1}{x^3} = \infty$ (The limit of $\frac{1}{x^3}$ as x approaches 0 is infinity.)
 4. $\lim_{x \rightarrow 0} \frac{1}{x^4} = \infty$ (The limit of $\frac{1}{x^4}$ as x approaches 0 is infinity.)
 5. $\lim_{x \rightarrow 0} \frac{1}{x^5} = \infty$ (The limit of $\frac{1}{x^5}$ as x approaches 0 is infinity.)
 6. $\lim_{x \rightarrow 0} \frac{1}{x^6} = \infty$ (The limit of $\frac{1}{x^6}$ as x approaches 0 is infinity.)
 7. $\lim_{x \rightarrow 0} \frac{1}{x^7} = \infty$ (The limit of $\frac{1}{x^7}$ as x approaches 0 is infinity.)
 8. $\lim_{x \rightarrow 0} \frac{1}{x^8} = \infty$ (The limit of $\frac{1}{x^8}$ as x approaches 0 is infinity.)
 9. $\lim_{x \rightarrow 0} \frac{1}{x^9} = \infty$ (The limit of $\frac{1}{x^9}$ as x approaches 0 is infinity.)
 10. $\lim_{x \rightarrow 0} \frac{1}{x^{10}} = \infty$ (The limit of $\frac{1}{x^{10}}$ as x approaches 0 is infinity.)



1. (5) 在“ ”处填上适当的词。

CLASS A MONUMENT



1999. *Land Use Change in the United States*. Washington, D.C.: U.S. Department of Agriculture, Forest Service, Pacific Northwest Research Station.



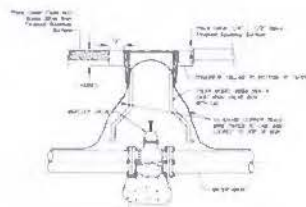
1. The first step is to determine the requirements of the system. This involves identifying the functional requirements, the performance requirements, and the constraints. The functional requirements are the features that the system must have. The performance requirements are the measures of how well the system must perform. The constraints are the limitations on the system, such as the budget, the time, and the resources.

STREET NAME SIGN



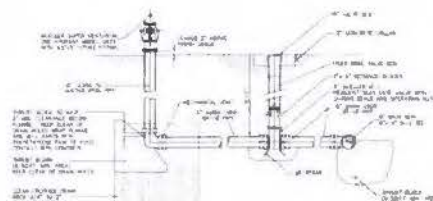
Figure 1. <i>Scaphiophloeus</i> (left), <i>Scaphiophloeus</i> (middle), <i>Scaphiophloeus</i> (right)	
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- ### THRUST BLOCKS

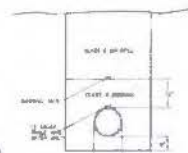


VALVE AND BOX

- [illegible]



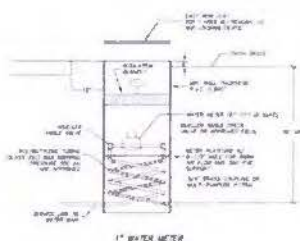
FIRE HYDRANT ASSEMBLY



1. 1990年12月25日，苏联正式解体，俄罗斯联邦成立。
2. 1991年12月25日，俄罗斯联邦正式成为独立国家。
3. 1991年12月25日，俄罗斯联邦正式成为独立国家。
4. 1991年12月25日，俄罗斯联邦正式成为独立国家。
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9. 1991年12月25日，俄罗斯联邦正式成为独立国家。
10. 1991年12月25日，俄罗斯联邦正式成为独立国家。

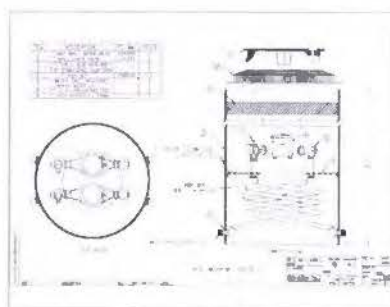
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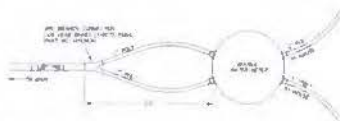


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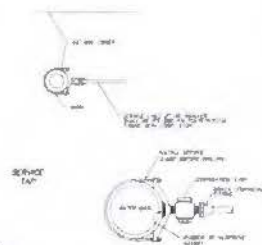
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1" DOUBLE HATCH METAL

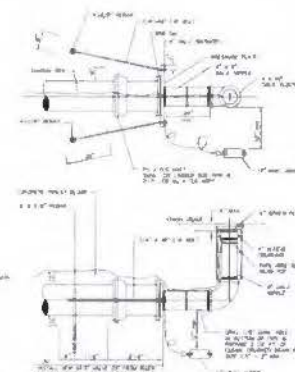


WATER METER



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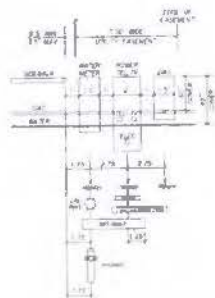
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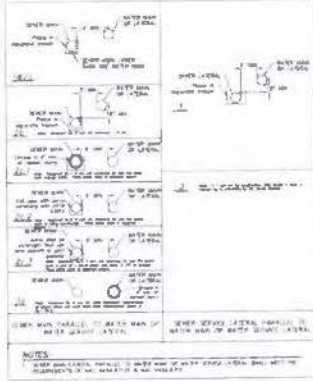
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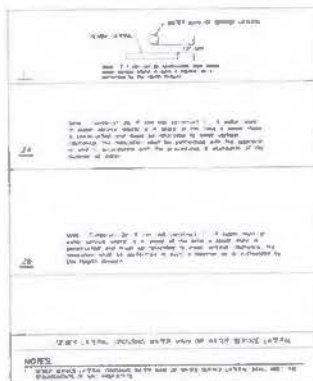
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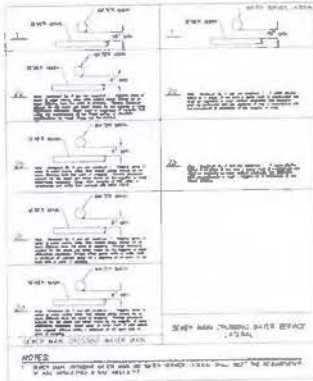
TYPICAL UTILITY TRENCH LOCATIONS



PARALLEL LINE SEPARATION



CROSSING LINE SEPARATION



THE CAPP'S GROUP, INC.
UTILITY CROSSING & LOCATION DETAILS
GREAT BASIN ESTATES
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Elko, Nevada 89801
775-267-2571

DESIGNED BY: W. J. CAPP
CHECKED BY: W. J. CAPP
DATE: 01/15/15

SCALE: 1" = 10'-0"

SHEET: C16
OF 17

4/20/15



Carter Engineering, LLC Civil Engineering P.O. Box 744 Reno, NV 89505 775.857.2331	
THE CAPPS GROUP, INC. EROSION CONTROL PLAN GREAT BASIN ESTATES ELKO, NEVADA	
PROJECT NO.: [REDACTED] SHEET NO.: [REDACTED] SCALE: [REDACTED]	DATE: [REDACTED] DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] APPROVED BY: [REDACTED]

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Map of Reversion to Acreage No. 1-18, filed by Joy Global Surface Mining Inc., for the purpose of reverting to acreage parcel 1 as shown on the Parcel Map File No. 540773, parcel 5 as shown on Parcel Map File No. 536866, parcel 6 as shown on Parcel Map File No. 549501 and Parcel 2 as shown on Boundary Line Adjustment File No. 680243, identified as APN 001-679-005, 001-679-015, 001-679-016 & 001-679-014, located generally southwest of the intersection of W. Idaho Street and P & H Drive, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff has been working with the property owners on a variety of applications with relation to the proposed development of the Komatsu building. The combination of the parcels is required in order to permit the building. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Map, Staff Report and Application**
9. Recommended Motion: **Approve Map of Reversion to Acreage No. 1-18**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Michael McClanahan**
Joy Global Surfacing Mining Inc.
4400 West National Avenue
Milwaukee, WI 53214
Michael.mccclanahan@mining.komatsu

Legend Engineering
[Lonny Reed lonny@legendengineering.com](mailto:Lonny.Reed@legendengineering.com)
52 West 100 North
Heber City, UT 84032

VICINITY MAP



NOTES

1. THE TOTAL AREA OF THIS MAP IS 51.03 ACRES.
2. THIS MAP IS A REVISION TO A PREVIOUS EDITION.
3. NO NEW SURVEY DATA HAS BEEN OBTAINED SINCE THE PREVIOUS EDITION.
4. THIS MAP WAS PREPARED BY THE SURVEYOR'S OFFICE ON 09/09/2008.

BASIS OF BEARING

BEARING MEASUREMENTS WERE MADE BY THE SURVEYOR'S OFFICE ON 09/09/2008. THE BEARING MEASUREMENTS WERE MADE BY THE SURVEYOR'S OFFICE ON 09/09/2008. THE BEARING MEASUREMENTS WERE MADE BY THE SURVEYOR'S OFFICE ON 09/09/2008.

REFERENCES

1. NONE

PARCEL ACRES

Parcel #	Length	Width	Area	Perimeter	Chain Length
1	100.75	100.00	10075.00	10075.00	100.75
2	100.75	100.00	10075.00	10075.00	100.75
3	100.75	100.00	10075.00	10075.00	100.75
4	100.75	100.00	10075.00	10075.00	100.75
5	100.75	100.00	10075.00	10075.00	100.75
6	100.75	100.00	10075.00	10075.00	100.75
7	100.75	100.00	10075.00	10075.00	100.75
8	100.75	100.00	10075.00	10075.00	100.75
9	100.75	100.00	10075.00	10075.00	100.75
10	100.75	100.00	10075.00	10075.00	100.75

BOUNDARY DESCRIPTION

THE LAND DESCRIBED IS HEREBY CERTIFIED AS THE LAND OF THE STATE OF NEVADA. THE LAND DESCRIBED IS HEREBY CERTIFIED AS THE LAND OF THE STATE OF NEVADA. THE LAND DESCRIBED IS HEREBY CERTIFIED AS THE LAND OF THE STATE OF NEVADA.

OWNER'S CERTIFICATE

STATE OF NEVADA)
COUNTY OF ELKO) S.S.

STATE OF NEVADA)
COUNTY OF ELKO) S.S.

SURVEYOR'S CERTIFICATE

1. I, THE SURVEYOR, AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA.
2. I HAVE BEEN LICENSED BY THE BOARD OF LAND SURVEYORS.
3. I HAVE BEEN LICENSED BY THE BOARD OF LAND SURVEYORS.
4. I HAVE BEEN LICENSED BY THE BOARD OF LAND SURVEYORS.

1. I, THE SURVEYOR, AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA.
2. I HAVE BEEN LICENSED BY THE BOARD OF LAND SURVEYORS.
3. I HAVE BEEN LICENSED BY THE BOARD OF LAND SURVEYORS.
4. I HAVE BEEN LICENSED BY THE BOARD OF LAND SURVEYORS.

COUNTY ASSESSOR'S CERTIFICATE

1. I, THE COUNTY ASSESSOR, AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA.

COUNTY TREASURER'S CERTIFICATE

1. I, THE COUNTY TREASURER, AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA.

ELKO CITY COUNCIL CERTIFICATE

1. I, THE CITY COUNCIL, AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA.

REVISION TO ACREAGE
CITY OF ELKO, ELKO COUNTY, NEVADA
NW 1/4 SECTION 30, T44N, R55E, HD B01

LEGEND ENGINEERING
P&H DRIVE RIGHT-OF-WAY PLAT

17-09-208
1 OF 1

OWNER'S CERTIFICATE

STATE OF NEVADA)
COUNTY OF ELKO)

SURVEYOR'S CERTIFICATE

COUNTY ASSESSOR'S CERTIFICATE

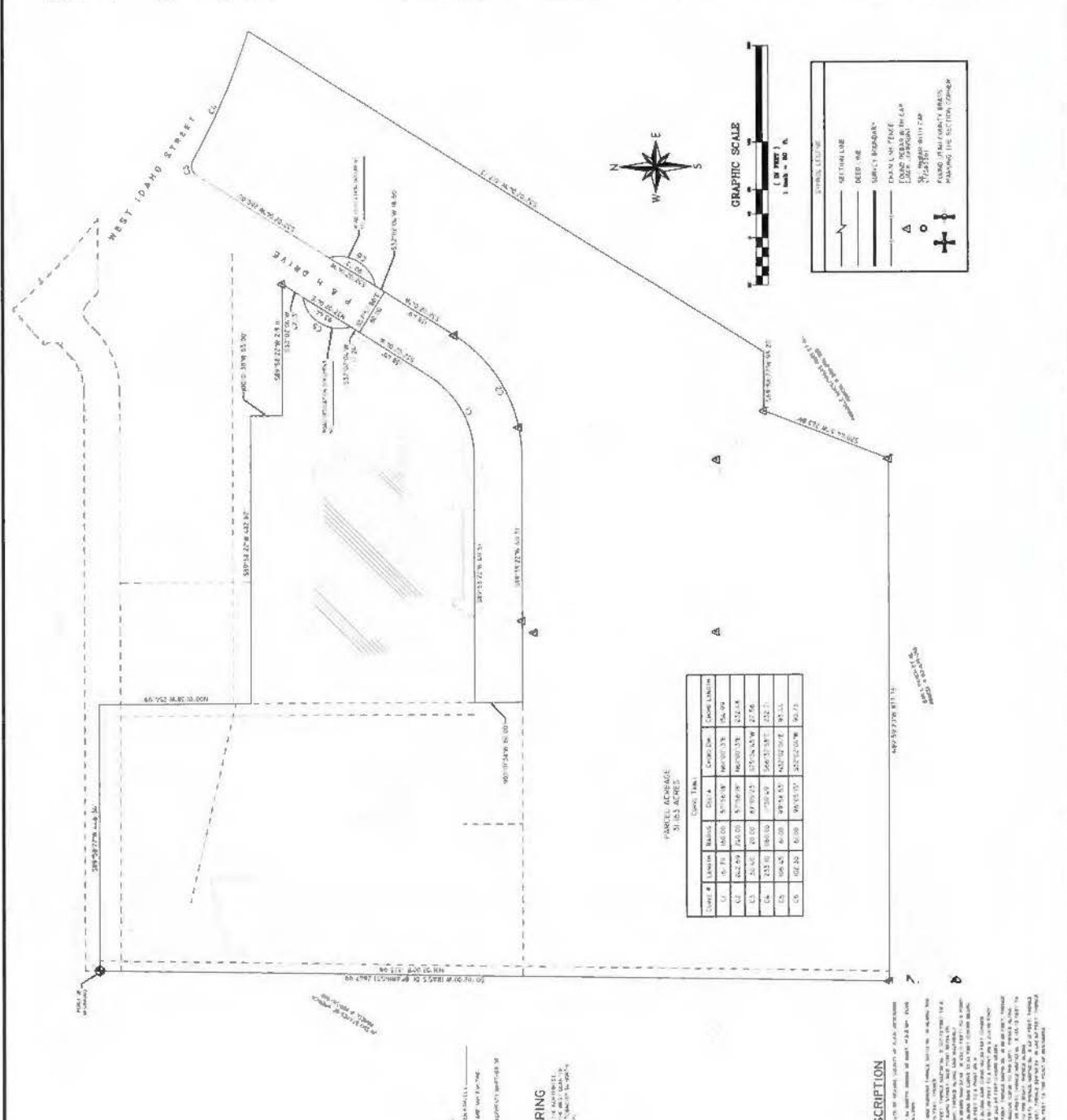
COUNTY TREASURER'S CERTIFICATE

ELKO CITY COUNCIL CERTIFICATE

REVERSION TO ACREAGE

LEGEND ENGINEERING

17-09-208



NOTES

BASIS OF BEARING

BOUNDARY DESCRIPTION



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

MEMO DATE: December 21, 2018
CITY COUNCIL MEETING DATE: January 8, 2019
APPLICATION NUMBER: RTA 1-18
APPLICANT: Joy Global Surface Mining Inc.

PROJECT DESCRIPTION: A reversion to acreage to combine the four existing parcels for development of the Komatsu facility.



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-679-005, 014, 015, & 016

PARCEL SIZE: 31.16 acres

EXISTING ZONING: LI – Light Industrial

MASTER PLAN DESIGNATION: (IND-BS PARK) Industrial Business Park

EXISTING LAND USE: Partially developed land consistent with Light Industrial Principal Permitted Use

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - North: Light Industrial (LI) / Developed
 - West: General Agriculture (AG) / Undeveloped
 - South: General Agriculture (AG) / Undeveloped
 - East: General Agriculture (AG) / Undeveloped

PROPERTY CHARACTERISTICS:

- The area is currently undeveloped on parcels 001-679-005, 001-679-015 & 001-679-016 and developed on parcel 001-679-014 with a light industrial land use.
- The area is generally flat.
- The area is accessed from West Idaho Street and P & H Drive.

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- NRS 278.479-.4965
- City of Elko Code – Section 2-13-3 Sidewalk, curb and gutter construction
- City of Elko Code – Section 3-2-12 Light Industrial Zoning District
- City of Elko Code - Section 3-8 Flood Plain Management
- City of Elko Code – Section 3-3-26 Reversion to Acreage

BACKGROUND INFORMATION

- The proposed map creates 1 new parcel from the combination of parcel 1 as shown on the Parcel Map File No. 540773, parcel 5 as shown on Parcel Map File No. 536866, parcel 6 as shown on Parcel Map File No. 549501 and parcel 2 as shown on Boundary Line Adjustment File No. 680243, identified as APN 001-679-005, 001-679-015, 001-679-016 & 001-679-014.
- The proposed parcels have an area approximately 31.16 acres

- Applicant has applied for a vacation of the westerly portion of P & H Drive. Resolution 33-18 to be heard by City Council on January 8, 2019.
- A grading permit has been issued for the parcels.
- The area is zoned (LI) Light Industrial with the approval of REZ 4-18.
- Three of the parcels are undeveloped and one is developed with the existing Komatsu Facility.

MASTER PLAN:

Land use:

1. Land Use is shown as Industrial Business Park.
2. Supporting zone districts for Industrial Business Park are Industrial Business Park, Light Industrial and Industrial Commercial.
3. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.
4. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed reversion to acreage is in conformance with the Master Plan Land Use Component.

Transportation:

1. The area will be accessed from West Idaho Street and P & H Drive.
2. West Idaho Street is classified as a Minor Collector.
3. The area is near the Exit 298 and I-80 interchange.

The proposed reversion to acreage is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

1. The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

1. A proposed well (test hole/monitoring well currently exists) approximately 240 feet from the property is expected to be installed as development occurs in the area. At that time, it could be expected that this property will be located within the 2 year capture zones. The City of Elko may complete the installation of a sewer main and lift station prior to the installation of the proposed well to eliminate a number of septic systems and leach fields in the area.

NRS 278.479-4965-REVERSION OF DIVIDED LAND

- Conformance with this section of NRS is required

SECTION 2-13-3 SIDEWALK, CURB AND GUTTER CONSTRUCTION

- Sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter developed, or upon lots or parcels of land which are merged or divided.

- The property is being developed and is in the permitting process. Curb, gutter and sidewalk is proposed with the development.

SECTION 3-2-12 LIGHT INDUSTRIAL ZONING DISTRICT

- Compliance with this section of code is required

SECTION 3-8 FLOODPLAIN MANAGEMENT:

- The area is located outside a Special Flood Hazard Area (SFHA)

SECTION 3-3-26 REVERSION TO ACREAGE:

Reversion (A) – The requirement for a parcel map has not been waived.

Reversion (B) – The reversion map will be presented to the council within thirty (30) days after the filing.

Reversion (C) – Fees associated with this section shall be paid.

Reversion (D) – The map of reversion shall be recorded with the Elko County recorder

Reversion (E) – No streets or easements are proposed to be included with this map of reversion.

Reversion (F) – A fee was submitted with this application.

CONCLUSION:

The City of Elko, Planning Department finds the reversion to acreage is in general compliance with the above referenced Master Plan Components and Sections of City Code. The reversion to acreage was evaluated based on the existing conditions and current development of the property.

STAFF RECOMMENDATION:

RECOMMEND APPROVAL based on findings of facts as stated in this report.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR REVERSION TO ACREAGE

APPLICANT(s):	Joy Global Surface Mining Inc.
MAILING ADDRESS:	4400 West National Avenue, Milwaukee, WI 53214
PHONE NO (office):	(414) 670-8915
NAME OF PROPERTY OWNER (If different):	
(Property owner's consent in writing must be provided.)	
MAILING ADDRESS:	
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):	
ASSESSOR'S PARCEL NO.	001-679-014, 001679-015, 001-679-016, 001-679-005
Address:	
Lot(s), Block(s), & Subdivision	
Or Parcel(s) & File No.	
APPLICANT'S REPRESENTATIVE OR ENGINEER:	

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. A complete application must include the following:

1. One .pdf of the entire application, and one (1) copy of a 24" x 36" sized Map of Reversion provided by a properly licensed surveyor as well as one (1) set of reproducible plans 8 1/2" x 11" in size of the site drawn to scale showing the property prepared in accordance with Section 3-3-75 of the Elko City Code.
2. If the property is improved, a plot plan depicting the existing conditions drawn to scale showing proposed property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.
3. Copies of all recorded parcel maps or subdivision maps associated with the Map of Reversion.

Fee: \$300.00 non-refundable filing fee

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

If the map includes the reversion of any street or easement owned by the City, Vacation provisions of NRS 279.480 must be followed prior to the approval of the Map of Reversion.

DESCRIPTION, PURPOSE OR OBJECTIVE OF THE REVERSION:

To combine parcels into one lot so that a large building may be constructed which would overlap lots lines and to facilitate the common uses of our property.

(Use additional pages if necessary)

This area intentionally left blank

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I acknowledge that, if approved, I must provide an AutoCAD file containing the final lot layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

Michael McClanahan

(Please print or type)

Mailing Address

4400 W. National Ave.

Street Address or P.O. Box

Milwaukee, WI 53214

City, State, Zip Code

Phone Number:

(414) 670-8915

Email address:

michael.mcclanahan@mining.komatsu

SIGNATURE:



FOR OFFICE USE ONLY

File No.: 1-18 **Date Filed:** 12/12/18 **Fee Paid:** _____

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval of a request from the Department of Veterans Affairs (VA) for the City to agree to provide water service to a parcel located in the County to be used as a National Cemetery for Veterans, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The subject parcel is located at the intersection of Cattle Drive and Western Way. The City is currently unable to serve this property as it is located at an elevation higher than that of the water tanks. Department of Veterans Affairs has requested City Council review and approval of the following terms and conditions:**
 1. **VA to fund the design and construction of a dedicated 4" waterline (approximately 2600 lineal feet through existing Right of Way or public easements), and a booster pump station capable of pumping 200 gpm (These plans will need to be submitted to the City, and Nevada Department of Environmental Protection (NDEP) for approval or redline comments prior to construction).**
 2. **The waterline and booster pump station will meet City approval and upon completion of construction be accepted by the City for future maintenance.**
 3. **VA requests City waiver of any water connection fees.**

The water rate at this County parcel would be 1.5x the City rate for water service, per Elko City Code section 9-1-25 (B). RL
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **Water**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Request letter from VA**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Almaira Garcia, Almaira.Garcia@va.gov**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.**

The Planning Commission also recommended that the Developer shall enter into the agreement within 30 days of the City Council's approval of the final plat. CL
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. **Business Impact Statement: Not Required**
8. Supplemental Agenda Information: **Copy of Agreement to Install Improvements and Performance/Maintenance Guarantees**
9. Recommended Motion: **Approve the Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision. The subdivider shall enter into the agreement within 30 days.**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Robert Capps**
 robertcapps@cappshomes.com

AGREEMENT TO INSTALL IMPROVEMENTS
AND PERFORMANCE/MAINTENANCE GUARANTEES

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **Parrado Partners LP**, a California Limited Partnership, hereinafter referred to as "**Developer**."

RECITALS

- A. **WHEREAS**, **Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Great Basin Estates, Phase 3**, into thirty-eight (38) separate parcels by means of a subdivision map, identified by the **City** as Subdivision Map No. 11-18;
- B. **WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320, as amended) enter into an Agreement to Install Improvements;
- C. **WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements are expected to be in the amount of **Seven Hundred Seventy-Six Thousand, Three Hundred Sixty-Nine Dollars and Twenty-Five Cents (\$776,329.25)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. **WHEREAS**, the **Developer** intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the **City** (attached at **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. **WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the **City**;
- F. **WHEREAS**, the **City** approved the Final Plat on _____;
- G. **WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the **City** a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the **City**. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Two Cents (\$77,636.92)** (hereinafter referred to as the "**Maintenance Guaranty**");
- H. **WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.

- I. **NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

1) **REQUIRED IMPROVEMENTS, CERTIFICATION, GUARANTEES, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

- A. **COMPLETION OF WORK AND MAINTENANCE GUARANTEES.** Developer agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and Developer shall pay or cause to be paid all claims for labor and materials used to perform the **Work**.

B. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) Developer agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing **Work**.

2) The **Work** shall be certified by the Developer's Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the City for possible acceptance of the **Work** before the City conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the **Work**, the Developer's Engineer shall provide the City with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the Developer's engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation of the **Work**; and (e) an "as-built" drawing of the **Work**.

4) The City Council shall not accept the **Work** without a complete and comprehensive certification of the **Work** by the **Developer's** engineer.

C. MAINTENANCE PERIOD. Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Two Cents (\$77,636.92)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

D. CERTIFICATION OF FINAL MAP. The **City** will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The **Developer** has completed the **Work** as required under the Agreement;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

E. EFFECTIVE DATE. The Effective Date of this Agreement shall be _____, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

F. TERM. The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date

the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

G. DESCRIPTION OF WORK AND CONDITIONS. In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

(1) COMPLIANCE WITH CITY CODE. **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) STANDARDS. The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) PRECONSTRUCTION CONFERENCE. Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) AS-BUILT PLANS. **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) SUBDIVISION CONDITIONS. **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) ENGINEER'S CERTIFICATE. Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

H. FINAL COMPLETION AND ACCEPTANCE OF WORK. Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, GUARANTEES, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**). **Developer** shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the

Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements contained in this Agreement, to include compliance with the standard construction specifications of the **City**.

- I. **DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

2. GENERAL TERMS AND CONDITIONS.

- A. **WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. **TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. **CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. **NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Jeremy Draper, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to

Developer, to: Parrado Partners LP, 1910 Idaho St. 102-603, Elko, NV 89801.

- F. **CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. **TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. **INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. **INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. **DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. **ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. **SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. **HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

P. REMEDIES NOT EXCLUSIVE. No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The City shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER - _____

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

EXHIBIT "A"

PROJECT: Great Basin Estates - ELKO, NEVADA - Phase 3

Robert Capps

ENGINEER: SUMMIT ENGINEERING CORP.

PREPARED BY: NIB

DATE: 10/18/2018

ZONING: Residential

- STREETS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT FOR STREETS	72,405	SF	\$2.35	\$170,151.75
9" BASE FOR STREETS	2,010	CY	\$36.00	\$72,360.00
AC SAWCUT	1	LS	\$520.00	\$520.00

- GRADING -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
SITE GRADING	1	LS	\$15,000.00	\$15,000.00
CLEARING & GRUBING	1	LS	\$2,500.00	\$2,500.00

- CONCRETE -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPE 1 CURB AND GUTTER WITH Base & Subgrade prep. (Compacted)	2,892	LF	\$18.00	\$52,056.00
4" SIDEWALK WITH BASE (Compacted) & Subgrade prep.	11,568	SF	\$4.50	\$52,056.00
ADA RAMPS W/ DETECTABLE MARKERS WITH Base & Subgrade prep. (Compacted)	7	EA	\$2,750.00	\$19,250.00
VG & SPANDREL W/ #4 REBAR WITH Base & Subgrade prep. (Compacted)	1,587	SF	\$6.50	\$10,315.50

- SANITARY SEWER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4" DIAMETER SEWER SERVICE LATERAL	1,190	LF	\$22.00	\$26,180.00
48" DIA SSMH	5	EA	\$3,000.00	\$15,000.00
8" DIA. SS MAIN	635	EA	\$34.00	\$21,590.00

- STORM DRAIN -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPR 4R DROP INLETS	2	EA	\$2,750.00	\$5,500.00
18" SD PIPE	240	LF	\$46.00	\$11,040.00
12" SD PIPE	40	LF	\$36.00	\$1,440.00
48" DIA. SDMH	1	EA	\$3,000.00	\$3,000.00
RIP RAP 12" DIA.	1	LS	\$750.00	\$750.00

- WATER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER VALVE CONCRETE COLLARS	12	EA	\$650.00	\$7,800.00
6" GATE VALVES	6	EA	\$1,100.00	\$6,600.00
8" GATE VALVES	5	EA	\$1,250.00	\$6,250.00
10" GATE VALVES	1	EA	\$1,500.00	\$1,500.00
8" DIA. WATER MAIN	1,350	LF	\$38.00	\$51,300.00
10" DIA WATER MAIN	385	LF	\$44.00	\$16,940.00
10" ENDCAP W. THRUST BLOCK	1	EA	\$850.00	\$850.00
10" X 6" TEE	1	EA	\$1,750.00	\$1,750.00
8" X 6" TEE	3	EA	\$1,250.00	\$3,750.00
8" X 10" TEE	1	EA	\$1,450.00	\$1,450.00

8" X 8" TEE	2	EA	\$1,250.00	\$2,500.00
90 DEG BEND	1	EA	\$1,450.00	\$1,450.00
45 DEG. BEND	1	EA	\$1,450.00	\$1,450.00
EX. MAIN CONNECT	1	LS	\$1,600.00	\$1,600.00
FIRE HYDRANT ASSEMBLY W/ THRUST BLOCKS	6	EA	\$4,100.00	\$24,600.00
8" X 6" REDUCER	2	EA	\$1,200.00	\$2,400.00
1" POLY PIPE	650	LF	\$34.00	\$22,100.00

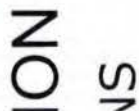
- MISCELLANEOUS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GAS SERVICE	1	LS	\$4,000.00	\$16,920.00
POWER, PHONE & CABLE SERVICE	1	LS	\$65,400.00	\$65,400.00
N36 BOXES	1	LS	\$7,200.00	\$7,200.00
STREET SIGNS	5	EA	\$1,200.00	\$6,000.00
STREET MONUMENTS	7	EA	\$850.00	\$5,950.00
QA / QC - TESTING AND INSPECTION	1	LS	\$23,500.00	\$23,500.00
CONSTRUCTION STAKING	1	LS	\$18,400.00	\$18,400.00

Total on-site Improvements

\$776,369.25

EXHIBIT B

[illegible]

APPROVED
DATE
APPROVED BY
DATE

PACELS TO BE REDUCED ARE LOCATED IN SECTIONS 11 & 12 OF TOWNSHIP 4 NORTH, RANGE 12 WEST, T14N R12W. SUBSIDENCE IS CAUSED BY THE FOLLOWING UTILITY COMPANIES:

- CITY OF ELGIN - WATER, SEWER, STORM DRAIN
- SEWAGE, NATIONAL GAS
- ST. LOUIS, MISSOURI - TELEPHONE
- NO ENERGY, ELECTRICAL
- SATURN BROAD-BAND - COMMUNICATIONS AND TELEVISION
- ELECTRATATION - WASTE DISPOSAL

IT IS AN UNDESIRABLE COST FOR THE PROPERTY TO REMOVE THIS PROPERTY FROM THE ELGIN AND ST. LOUIS ZONES. AS PART OF THE CONSTRUCTION OF THIS PROJECT A LANE WILL BE



SHEET INDEX

- | | |
|----|---------------------------------------|
| 1 | TITLE SHEET & SITE INFORMATION |
| 2 | |
| 3 | SITE PLAN |
| 4 | GRADING PLAN |
| 5 | WATER PLAN |
| 6 | SANITARY SEWER PLAN |
| 7 | STORM DRAIN PLAN |
| 8 | PAV DRIVE OFF SITE PLAN AND PROFILE |
| 9 | PAV DRIVE ON SITE PLAN AND PROFILE |
| 10 | FLATSTONE DRIVE PLAN AND PROFILE |
| 11 | GRANITE DRIVE PLAN AND PROFILE |
| 12 | VILLAGE PARKWAY PLAN AND PROFILE |
| 13 | NICOLE COURT AND VILLAGE GREEN CIRCLE |
| 14 | PLAN AND PROFILE |
| 15 | IMPROVEMENT DETAILS |
| 16 | WATER DETAILS |
| 17 | STORM WATER & SANITARY SEWER DETAILS |
| 18 | UTILITY CROSSING & LOCATION DETAILS |
| 19 | EROSION CONTROL PLAN |

CIVIL ENGINEER
CARTER ENGINEERING, LLC
P.O. BOX 794
ELKO, NEVADA 89801
CONTACT: LANA L. CARTER, P.E.
(775) 397-2531



CIVIL ENGINEER

CARTER ENGINEERING, LLC
P.O. BOX 794
ELKO, NEVADA 89801
CONTACT: LANA L. CARTER, P.E.
(775) 397-2531

THE CAPPS GROUP, INC.
TITLE SHEET & SPECIFICATIONS
GREAT BASIN ESTATES
ELKO, NEVADA

ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

Table 1

ERKO Nevada 89803
775.397.2534

P. O. Box 794

			CITY OF ELMO PLAN COMPLETION DATED 8-9-10
--	--	--	---

SCALE
NORTH
WEST
SHEET
C1
OF 17

SCALE

SHEET

OF 17

© 2007 Blackwell Publishing Ltd *Journal of Internal Medicine* 261: 103–110

- [illegible]

• All but 10 cases
• 23,000 cases of

- [illegible]



REV	DATE	DESCRIPTION
1	6-28-15	CITY OF ELMO PLAN CHECK LETTER DATED 6-5-15

Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531



THE CAPPS GROUP, INC.
SITE PLAN
GREAT BASIN ESTATES
ELKO, NEVADA

OF 17	SHEET C2	SCALE	DESIGNED BY	LLC
		INCHES 1"=20'	DRAWN BY	LLC
		VERT	CHECKED BY	LLC
			DATE	04-14-15
			JOB NO	06-2015
			DWG NO	2015-07



NOTES

1. ALL DISTANCES SHOWN ARE IN FEET UNLESS OTHERWISE NOTED.
2. ALL DISTANCES SHOWN ARE TO THE CENTER OF THE ROAD UNLESS OTHERWISE NOTED.
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THE CAPPS GROUP, INC. WATER PLAN GREAT BASIN ESTATES ELKO, NEVADA		Carter Engineering, LLC Civil Engineering P. O. Box 794 Elko, Nevada 89803 775-397-2531		<table border="1"><thead><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td>5-28-15</td><td>CITY OF ELKO PLAN CHECK LETTER DATED 5-15-15</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		REV	DATE	DESCRIPTION	1	5-28-15	CITY OF ELKO PLAN CHECK LETTER DATED 5-15-15												
REV	DATE	DESCRIPTION																					
1	5-28-15	CITY OF ELKO PLAN CHECK LETTER DATED 5-15-15																					
DESIGN BY: LLC DRAWN BY: LLC CHECKED BY: LLC DATE: 04-14-15 JOB NO: 08-2014 DWG NO: 2015-07		SCALE: 1"=40' SHEET: C4 OF 17																					



SANITARY SEWER NOTES:

1. ALL SANITARY SEWER SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
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LEGEND

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- 10. ALL SANITARY SEWER SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.



REV	DATE	DESCRIPTION
1	02/20/15	CITY OF ELKO PLAN CHECK (LTER DATED 05-15)

THE CAPPS GROUP, INC.
SANITARY SEWER PLAN
GREAT BASIN ESTATES
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

SHEET
C5
OF 17

DESIGN BY: LLC
DRAWN BY: LLC
CHECKED BY: LLC
DATE: 04-14-15
JOB NO: 06-2014
DWG NO: 2514-07

SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'



STORM DRAIN NOTES:
1. SEE SHEET CITY OF ELKO PLAN CHECK LETTER DATED 8-1-15.

LEGEND

1. ALL STORM DRAINAGE SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
2. ALL STORM DRAINAGE SHALL BE 15' MIN. DEPTH UNLESS OTHERWISE NOTED.
3. ALL STORM DRAINAGE SHALL BE 15' MIN. DEPTH UNLESS OTHERWISE NOTED.
4. ALL STORM DRAINAGE SHALL BE 15' MIN. DEPTH UNLESS OTHERWISE NOTED.
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9. ALL STORM DRAINAGE SHALL BE 15' MIN. DEPTH UNLESS OTHERWISE NOTED.
10. ALL STORM DRAINAGE SHALL BE 15' MIN. DEPTH UNLESS OTHERWISE NOTED.



SHEET C6 OF 17	SCALE 1" = 10'	DESIGN BY LLC	THE CAPPS GROUP, INC. STORM DRAIN PLAN GREAT BASIN ESTATES ELKO, NEVADA	Carter Engineering, LLC Civil Engineering P.O. Box 794 Elko, Nevada 89803 775-397-2531		REV	DATE	DESCRIPTION
		1				8-28-15	CITY OF ELKO PLAN CHECK LETTER DATED 8-1-15	

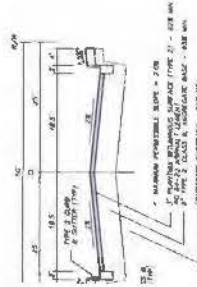
REV	DATE	DESCRIPTION
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Carter Engineering, LLC
Civil Engineering
P.O. Box 754
Elko, Nevada 89803
775-397-2531

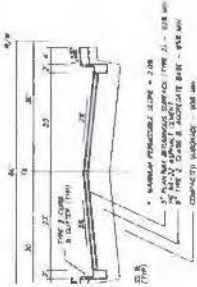
THE CAPPS GROUP, INC.
IMPROVEMENT DETAILS
GREAT BASIN ESTATES
ELKO, NEVADA

DESIGN BY	LLC
CHECKED BY	LLC
DATE	04-15-15
JOB NO.	02-2514
DATE	02-25-15
DESIGN NO.	2015-07

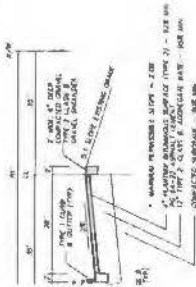
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NO. OF SHEETS	17
SHEET	C13
OF	17



LOCAL SECTION - LOCAL RESIDENTIAL
E-ONE SHOULDER 18" WIDE PAVEMENT WIDTH AT A VILLAGE DRIVE



COLLECTOR SECTION - COLLECTOR RESIDENTIAL
OPAL DRIVE 18" WIDE PAVEMENT WIDTH AT A VILLAGE DRIVE



COLLECTOR SECTION - COLLECTOR STREET
OPAL DRIVE 18" WIDE PAVEMENT WIDTH AT A VILLAGE DRIVE

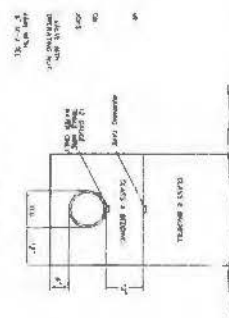
OPAL DRIVE

VILLAGE PARKWAY



STREET NAME SIGN

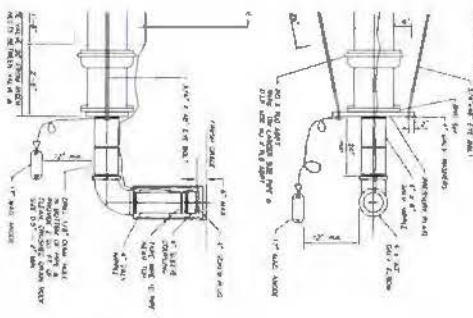




1. ALL TRENCH DETAIL AND TRENCH
SHALL BE 12 INCH WIDE
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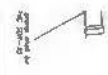
REV	DATE	DESCRIPTION
1	8-28-15	CITY OF ELKO PLAN CHECK LETTER DATED 5-5-15

Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

THE CAPPS GROUP, INC.
WATER DETAILS
GREAT BASIN ESTATES
ELKO, NEVADA

DESIGN BY	LLC
DRAWN BY	LLC
CHECKED BY	LLC
DATE	04-14-15
JOB NO.	06-0014
CWG NO.	2015-07

SHEET
C14
OF 17



TOP OF BASED TRENCH
 12" WIDE
 12" HIGH
 12" WIDE

FOR 36" CIRCLED RAIL GRAVITY APPLICATIONS

12" WIDE
 12" HIGH
 12" WIDE



12" WIDE
 12" HIGH
 12" WIDE

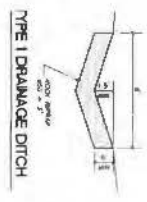
12" WIDE
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 12" WIDE

12" WIDE
 12" HIGH
 12" WIDE

12" WIDE
 12" HIGH
 12" WIDE

LATERAL CONNECTION FITTING

SECTION



TYPE I DRAINAGE DITCH



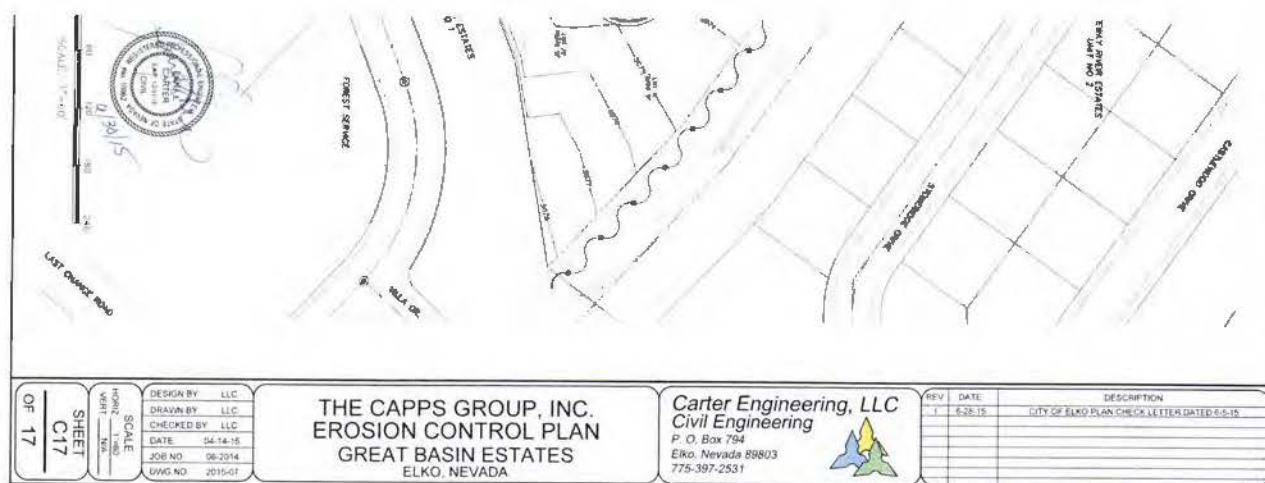
REV	DATE	DESCRIPTION
1	6-14-15	CITY OF ELKO PLAN CHECK LETTER DATED 6-5-15

Carter Engineering, LLC
 Civil Engineering
 P. O. Box 794
 Elko, Nevada 89803
 775-397-2531

THE CAPPS GROUP, INC.
 SEWER AND STORM DRAIN DETAILS
 GREAT BASIN ESTATES
 ELKO, NEVADA

DESIGN BY: LLC
 DRAWN BY: LLC
 CHECKED BY: LLC
 DATE: 04-14-15
 JOB NO: 06-2014
 ENG NO: 2015-07

SHEET
 C15
 OF 17



**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of a Lease Agreement between the City of Elko and Elko Leasing Company and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8 , 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Old Terminal has generally remained vacant since the opening of the Commercial Air Terminal in 2001. A few organizations have utilized the facility on a month-to-month basis throughout the years. Elko Leasing Company is agreeing to enter into a lease in order to renovate the building and bring the facility up to current codes. After construction, Elko Leasing Company will sub-lease the facility to an aeronautical use tenant. The annual revenue generated from this Lease Agreement will be \$2647. In addition, a 2% per year escalator was included in the Lease Terms. The Lease will be for a period of Ten (10) years. JF**
6. Budget Information: **N/A**
Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of the Lease Agreement with attachments, Elko Leasing Company proposal.**
9. Recommended Motion: **Motion to approve the Lease Agreement with Elko Leasing Company and the City of Elko.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:
Aaron K. Martinez, P.E.
445 5th Street, Suite 201
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Elko Leasing Company
P.O. Box 1011, Elko, NV 89803
742 D Street, Elko, NV 89801

November 29, 2018

City of Elko
Attn: Scott Wilkinson
1751 College Avenue
Elko, Nevada 89801

**Re: Old Terminal Building
Building Usage Proposal (FINAL)**

Dear Mr. Wilkinson,

We appreciate the opportunity to provide the City of Elko with a proposal for the occupation, through lease, of the City of Elko – Old Terminal Building, located at in Elko, NV.

Proposed Tenant – MedX AirOne



MedX AirOne (Company) are an **AERONAUTICAL** based team specializing in Aerial Medical Transport, Treatment and Care. With a rapidly expanding business extending across Nevada, MedX AirOne are becoming the leaders in Aerial Medical Transport, Treatment and Care.

In addition to saving lives, they aim to save patients money. The company fully believes in helping the community in which they operate in. Currently, any Elko County and City of Elko residents are provided **free** transport and care by MedX AirOne.

The company states its philanthropic philosophy and operating standards by the following statements:

“The last thing you need during such a vulnerable time in your life is to receive an astronomical bill for emergency transportation. That is why we have made the following commitment:

If you have insurance coverage, then we will accept the reimbursement from your insurance carrier as payment in full. If you don't have insurance, we still won't send you a bill. Several organizations have made charitable donations to the Northern Nevada EMS Consortium, and thanks to their generosity, your flight on MedX AirOne aircrafts will be covered. In fact, just by living in the above mentioned Counties, you automatically have a membership with MedX AirOne. And members will not receive a balance bill.

We intend to stay in these communities for the long haul, keeping costs low, transport times short, and safety standards sky high.”

Background

The existing facility (Old Terminal Building) is vacant with seasonal firefighters occupying the building during fire season. At the time of this proposal, the building is vacant, with utilities operations. With aged and failing HVAC systems, the existing facility is illustrating the need for a full Utility Rehabilitation Project. Accompanied by roof leaks, several maintenance items are needing to be addressed prior to winter.

Building Areas:

1. Main Structure
 - a. 6,229.57 Sq. Feet
2. Entry and Breeze Ways
 - a. 805.93 Sq. Feet

Currently, MedX AirOne operates at the City of Elko Regional Airport and Northeastern Nevada Regional Hospital. With fueling, short term storage and maintenance occurring at the Airport, the same is expected to continue with occupation of the Older Terminal Building.

With MedX AirOne being an Aeronautical Usage, the Old Terminal building will primarily be accessed by Aerial means. The following aircraft currently and will continue to land at the Elko Regional Airport. Coordinating directly with the City of Elko and primarily the Airport Director / Staff, The Flight Crew and Medical Crew will perform all internal coordination efforts required by the Director for proper short term storage, internal site access and proper clearances.

Elko AirOne is stationed at Northeastern Nevada Regional Hospital



HGH AirOne is stationed at Humboldt General Hospital.



WBRH AirOne is stationed in White Pine County.



Proposed Occupancy

As listed above, MedX AirOne are an Aeronautical based team comprised of Flight and Medical Crews. Operating on a 24-hour, 7 days a week basis, the multi shift crews are constantly and sporadically active. The facility would be utilized by the alternating crews during active shift with the ability for rest, bathing, entertainment and food.

Comprised of several offices, the attached layout identifies a professional office setting, with resting abilities for the long hours ahead of the flight and medical crew. Provided with a working kitchenette and entertainment room, the facility offers a place for the crews to remain while on standby. The building is being slightly modified to add additional office spaces for the growing company, while demolishing the following facilities:

Removal

- Baggage Claim System
- Baggage Claim Doors
- Flooring
- Abandoned Electrical Infrastructure (Variety)
 - To be confirmed by City Staff
- Shelving
- Cabinetry

To Remain per City Request

- Radio Equipment

In addition to the facility modifications, as the Leasee, we expect to work with the City of Elko on assisting in parking lot preventative maintenance costs, with the City of Elko providing continued snow removal.

Elko Leasing Company is anticipating investing up to **\$565,000** in materials and labor, over the next 3 years to rehabilitate the aged facility. Currently Elko Leasing Company has performed the following items to assist in a successful proposal process:

- Project Feasibility Study & Research
- Legal Review Fees
- Site Survey
- High Precision 3D Laser Scan Survey
- 3D Model of all facilities, within 2 mm of accuracy
- Demolition Plan
- Site Plan
- Structural Modification Floor Plan
- Plumbing Plan
- Electrical Plan
- Lighting Plan

○ Total services and assets invested to date:	\$151,685.25
○ Total services and assets expected to be invested:	\$281,558.90
○ Total maintenance costs expected to be invested:	\$105,500.00

Total anticipated Hard Cost Invested:	\$538,244.15
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Lease Term

Elko Leasing Company would like to lease the property for 10 years, with the first right of refusal. We would like the ability to extend the lease upon nearing the completion of the prior term. Elko Leasing Company would like to clarify its maintaining of the contractual right that gives Elko Leasing Company the option to enter a business transaction with the City of Elko, before the City of Elko is entitled to enter or embark into that transaction with a third party.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Martinez", with a stylized flourish at the end.

Aaron Martinez
Elko Leasing Company
Chief Executive Officer

LEASE AGREEMENT FOR USE OF OLD TERMINAL BUILDING
ELKO REGIONAL AIRPORT

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into this ____ day of _____, 201____ (the "Effective Date"), by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "LESSOR"), and Elko Leasing Company, a Nevada general partnership (hereinafter referred to as "LESSEE").

W I T N E S S E T H

WHEREAS, LESSOR is the owner of certain real property described at **Exhibit A** and shown on the map attached hereto at **Exhibit B** (hereinafter the "Leased Premises");

WHEREAS, the Leased Premises, more commonly known as the "Old Terminal Building," are located within the boundaries of the Elko Regional Airport on Murray Way, Elko, Nevada;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained to be fully kept and performed, LESSOR does hereby lease to LESSEE the Leased Premises.

I.
TERM

A. The Term of this Lease shall be ten (10) years, beginning on the 20th day of February, 2019 and terminating on the 21st day of February, 2029 (hereinafter the "Initial Term"). Unless this Lease is otherwise terminated as provided herein, if after the foregoing ten (10) year period LESSEE does not properly exercise its option to extend as provided herein, the Lease will automatically convert to a month-to-month tenancy, and either party may terminate the tenancy thereafter upon thirty (30) days' written notice of termination to the other party.

B. LESSEE may extend the Term of this Lease up to four (4) times after the Initial Term, with each additional term being for a period of ten (10) years (each of the foregoing additional terms hereinafter referred to as an "Extension Term") by providing written notice to LESSOR no less than thirty (30) and no more than sixty (60) days prior to the end of the Initial Term or the Extension Term then in effect. Notwithstanding any other provision contained herein, this Lease shall terminate no later than fifty (50) years from the Effective Date.

C. Notwithstanding any other provision contained herein, in the event LESSEE'S use of the Leased Premises becomes incompatible with the Airport Master Plan for the Elko Regional Airport or any amendments thereto, LESSOR may thereafter terminate this Lease upon thirty (30) days' written notice to LESSEE.

II. **FEASIBILITY**

A. Feasibility: Lessee shall have until February 19, 2019 to conduct a feasibility study.

B. The feasibility period may be extended an additional six (6) months by written amendment of this Lease. Lessee may terminate this lease without penalty of any type or nature during the feasibility period by giving written notice to the Lessor if Lessee wishes to terminate the Lease. During the feasibility study time, Lessee shall have access to the Leased Premises to conduct necessary testing and drilling for environmental and soil studies as well as a survey.

III. **RENT AND SECURITY DEPOSIT**

A. Rental for the Term shall be the sum of TWO THOUSAND, SIX HUNDRED FORTY-SEVEN DOLLARS AND NINETY-SIX CENTS (\$2,647.96) per annum (0.28 square foot for building area and parking area), payable in equal installments in the amount of TWO HUNDRED TWENTY DOLLARS AND SIXTY-SIX CENTS (\$220.66) , to be delivered to LESSOR on February 20, 2019 and on the first day of each month thereafter during the Term (and the Extension Term, if applicable), which rental shall be paid to "City of Elko" at the following address: 1751 College Avenue, Elko, Nevada 89801, or wherever else or to whomever else LESSOR may demand the same to be paid in writing. Notwithstanding the foregoing, if the Term commences on any day of a calendar month other than the first day of such month or terminates on any day of a calendar month other than the last day of such month, then the rent for the number of days the Leased Premises were leased during that month shall be prorated by dividing the monthly installment by the total number of days in such month and multiplying the resulting quotient by the number of days the Leased Premises were leased in such month, which amount shall be paid by LESSEE on the first day of the following month.

B. The Rental Rate shall automatically increase in an amount equal to two percent (2%) of the previous rental rate each year for the Initial Term and each Extension Term of this Lease.

C. In the event LESSEE is prevented from utilizing the Leased Premises due to the closure of the Elko Regional Airport by order of a governmental authority (to include LESSOR), the rent shall be abated for that period of time as such order remains in effect.

IV. **USE OF LEASED PREMISES**

A. The Leased Premises shall only be used for Aeronautical Uses as approved by the

Federal Aviation Administration (FAA).

B. The LESSEE may occupy the Leased Premises at all times without restriction to accommodate shift dependent schedules associated with Aeronautical Uses as approved by the FAA.

C. LESSEE shall not commit or permit any nuisance, cause disturbances, or commit or suffer any illegal acts to be committed on the Leased Premises.

D. LESSEE shall comply with all rules and regulations applicable to tenants of City of Elko property, to include those rules and regulations which are specific to property located within the exterior boundaries of the Elko Regional Airport, together with the document entitled "Additional Terms Required by FAA Safety/Compliance Inspector" attached hereto at **Exhibit C**; *provided*, in the event of an inconsistency between the "Additional Terms Required by FAA Safety/Compliance Inspector" attached hereto at **Exhibit C** and this Lease, the terms of this Lease shall prevail.

E. LESSEE and LESSEE'S invitees shall only park vehicles in the location(s) identified as "Parking" on the map at **Exhibit B**, unless otherwise instructed by the Airport Director. LESSEE'S use of the parking area identified on the map at **Exhibit B** shall be exclusive. All other parking areas shall be non-exclusive and without prejudice to the right of LESSOR to enter into one or more exclusive leases with third parties for parking in portions of the parking area not identified as "Parking" on the map at **Exhibit B**.

F. LESSEE shall have ingress and egress to and from the Leased Premises via Murray Way, as shown on the map at **Exhibit B**.

V.

CONDITION OF PROPERTY

A. LESSEE shall, by taking possession of the Leased Premises, be deemed to have accepted the Leased Premises. Lessee acknowledges that the Leased Premises has been inspected and LESSEE expressly accepts the same in its present condition and state of repair, without any representations, statements, or warranties of LESSOR, express or implied, as to its condition and state of repair. Upon termination of LESSEE'S possession of the Leased Premises for any reason whatsoever, LESSEE agrees to and shall, at its own expense, thoroughly clean the Leased Premises not later than the date of the surrender of the Leased Premises.

B. Upon termination of the Term of this Lease (to include the Extension Term, if applicable), if LESSEE has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by LESSEE, but not otherwise, LESSEE shall, at its sole cost and expense, remove from the Leased Premises all personal property and trade fixtures which LESSEE has installed or placed thereon and repair all damages thereto resulting from

such removal, and clear the Leased Premises of all debris and refuse, and LESSEE shall thereupon surrender the Leased Premises in good condition, reasonable wear and tear excepted. If LESSEE has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by LESSEE, LESSEE shall nevertheless remove LESSEE'S property from the Leased Premises in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from LESSOR. In the event LESSEE shall fail to remove any of LESSEE'S property as provided herein, LESSOR may, but is not obligated to, at LESSEE'S expense, remove all such property not so removed and repair all damage to the Leased Premises. LESSOR shall thereafter place LESSEE'S property in a storage facility for a period of thirty (30) days, after which time LESSOR may, at LESSOR'S option, sell or take possession of said property and LESSEE shall be deemed to have abandoned the same, and LESSEE shall thereafter have no further right, title or interest in the property. LESSEE shall nonetheless be responsible to LESSOR for LESSOR'S expenses incurred in removing and storing LESSEE'S property, and any other reasonable costs incurred in relation thereto, which amount shall be in addition to any amounts received by LESSOR in account of LESSEE'S abandonment of the property pursuant to this Paragraph.

VI. UTILITIES AND TAXES

LESSEE will, in addition to said rentals, pay all charges promptly when due for electricity, gas, power and lighting, water, sewer, fuel and geothermal heating (if applicable) used in and upon the Leased Premises. LESSEE shall further pay all garbage removal charges in connection with the use of the Leased Premises, together with any and all State, County, School District and *ad valorem* taxes payable in connection with the Leased Premises during the Term and/or Extension Term. The foregoing sentence shall not be interpreted as an admission that any tax, to include *ad valorem* taxes, may be assessed against the Leased Premises.

VII. REPAIRS AND MAINTENANCE

A. To the extent determined to be reasonably necessary by LESSOR, LESSOR shall maintain the physical structure of the Leased Premises, including the roof, walls, windows, heating, cooling and ventilation systems, plumbing and other permanent components.

B. To the extent determined to be reasonably necessary by LESSOR, LESSOR shall maintain the paved parking lot on and/or immediately adjacent to the Leased Premises, to include resurfacing, crack sealing and striping/painting.

C. LESSOR will not furnish to LESSEE any janitorial services, janitorial supplies, or window cleaning, gardening or custodial services, at or with respect to the Leased Premises.

D. Except as otherwise provided herein, LESSEE shall be responsible for all repairs

to and maintenance of the Leased Premises. LESSEE shall also be responsible for standard upkeep of the Leased Premises, to include cleaning and removal of rubbish, debris and refuse, and clearing snow and ice from the sidewalk and/or surrounding areas. LESSEE agrees to maintain the Leased Premises in a good state of repair, and to make, at its own expense, all such repairs as may be reasonably necessary to keep the Leased Premises in substantially the same condition as existed upon the effective date of this Lease.

E. In the event that any of the glass in any of the windows or doors on the Leased Premises shall be broken during the term of this Lease, whether through the fault or negligence of LESSEE or otherwise, the same shall at once be replaced by the LESSEE at its own expense.

F. Notwithstanding any other provisions contained herein, in the event the Leased Premises, or any portion thereof, shall be damaged by fire or other casualty due to the fault or negligence of LESSEE, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, then, without prejudice to any other rights and remedies of LESSOR, LESSOR may, in its sole discretion, determine that this Lease shall not terminate, the damage shall be repaired by Lessee, and there shall be no apportionment or abatement of any rent.

VIII. ALTERATIONS AND IMPROVEMENTS

A. LESSEE may make alterations and improvements to the Leased Premises during the Term (including the Extension Term, if applicable), at its own expense, consistent with LESSEE'S intended use of the Leased Premises; *provided*, LESSEE must first present LESSOR with a written plan showing precisely what alterations and/or improvements it intends to make; *further provided*, LESSEE may thereafter only make those alterations and/or improvements specified in the foregoing plan and only upon the prior written consent of the LESSOR. LESSEE shall be entirely responsible for the cost of any such alterations and/or improvements, shall not allow any liens to be placed on the Leased Premises as a consequence thereof, and shall relinquish any right or claim to said alterations and/or improvements upon termination of this Lease.

B. LESSEE shall be allowed to erect any sign or signs on the Leased Premises necessary to advertise its place of business, subject to approval by LESSOR. Under no circumstances shall LESSEE erect any signs on the Leased Premises without first obtaining LESSOR'S approval. Any sign(s) so erected shall continue to be the property of LESSEE and LESSEE shall bear all responsibility and obligation therefor.

IX. LIENS

LESSEE will immediately discharge any lien, encumbrance or charge it has caused to be

created upon the Leased Premises.

X.
INSPECTION

LESSOR, its agents or representatives may come into and upon the Leased Premises during normal business hours for the purpose of examining the Leased Premises and to make any improvements or alterations thereon which LESSOR deems necessary or advisable.

XI.
ASSIGNMENT AND SUBLETTING

A. LESSEE shall not assign, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein or sublet the Leased Premises or any portion thereof, or license the use of all or any portion of the Leased Premises without the prior written consent of LESSOR. A consent by LESSOR to any of the foregoing shall not constitute a waiver of the necessity for such consent to any subsequent act.

B. In the absence of an express agreement in writing to the contrary, executed by LESSOR, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of LESSEE of any of the provisions, covenants and conditions of this Lease on the part of LESSEE to be kept and performed.

C. Any such consent by LESSOR to an assignment or sublease shall be with the express understanding that the assignee or sublessee shall accept and be bound by all the terms, covenants, provisions and conditions of this Lease and/or such other terms, covenants, provisions, conditions, modifications and amendments thereof as LESSOR in its sole discretion may reasonably require, and that LESSEE shall remain fully obligated for the performance of all the terms, provisions, conditions and covenants hereof.

XII.
DEFAULT

A. If the rent herein provided for, or any part thereof shall be in arrears, or shall be unpaid on the date the same ought to have been paid, and remains unpaid for five (5) days thereafter, or if said LESSEE shall violate, breach or default in the performance of any of the other covenants or agreements herein contained, and shall not remedy the default within fifteen (15) days after written notice of default by LESSOR, this Lease shall thereupon automatically terminate and it shall be lawful for the LESSOR or its agent or legal representatives to re-enter or repossess the Leased Premises, either by force, summary proceedings, surrender or otherwise, and remove all occupants therefrom and hold and enjoy said premises without let or hindrance by said LESSEE or any other occupants, anything to the contrary herein notwithstanding.

B. LESSEE'S compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of LESSOR hereunder. LESSOR shall have all the rights and remedies provided under the laws of the State of Nevada. In the event that LESSEE should default in any manner whatsoever under this Lease, LESSOR'S rights and remedies hereunder shall be cumulative in nature.

C. The waiver by LESSOR of any default or breach of any of the provisions, covenants or conditions hereof on the part of LESSEE to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein.

D. The LESSEE shall not vacate or abandon the Leased Premises, or permit waste to occur thereon, at any time during the Term or an Extension Term. Any such vacation or abandonment, or the permitting of waste, shall constitute a default hereunder and shall give LESSOR the right to give notice of default as provided herein and, upon termination of this Lease, the LESSOR may re-enter the Leased Premises, take possession thereof and remove LESSEE and all other occupants therefrom, all without prejudicing LESSOR'S right to recover and collect any monies already or then becoming due and payable pursuant to the terms of this Lease.

XIII. QUIET POSSESSION

Upon keeping the covenants and conditions of this Lease, LESSEE shall be entitled during the term hereof to quiet and peaceful possession of the Leased Premises.

XIV. CASUALTY

A. If damage caused by a fire or other casualty renders the Leased Premises untenantable, any rent required under this Lease will abate for the period during which the Leased Premises are untenantable by reason of the damage to the Leased Premises. If the damage caused by a fire or other casualty renders the Leased Premises partially untenantable, no abatement of any rent required under this Lease that is allocable to that portion of the Leased Premises that remains tenantable will occur; the parties will determine the amount of the rent that is allocable to that portion of the Leased Premises that remains tenantable based on the proportion that the utility that the tenantable portion of the Leased Premises has in the conduct of LESSEE'S business bears to the total utility of the Leased Premises in the conduct of that business. For purposes of the foregoing, the parties will consider that the Leased Premises is untenantable and that full use of the Leased Premises has not been restored to LESSEE until the date that is thirty (30) days after the date on which LESSOR substantially completes the restoration of the Leased Premises (including leasehold improvements LESSEE makes).

B. If a fire or other casualty renders the Leased Premises untenable, in whole or in part, and the estimated time for the restoration of the Leased Premises (inclusive of leasehold improvements LESSEE makes) exceeds the period that will expire on the date that is 120 days after the date of the occurrence of the fire or casualty, LESSOR or LESSEE may terminate this Lease by the delivery of written notice to the other within fifteen (15) days following the date on which LESSOR notifies LESSEE of the estimated time for the restoration. Landlord must provide that estimate within thirty (30) days following the date of the casualty. If a termination of this Lease does not occur in accordance with this Article, but LESSOR fails to complete the restoration of the Leased Premises by the date that is thirty (30) days after the date of the expiration of the period within which LESSOR estimated the restoration would be completed, LESSEE may terminate this Lease by the delivery of written notice to LESSOR at any time following the expiration of that thirty (30)-day period, but prior to the date on which LESSOR completes the restoration of the Leased Premises. If a termination of this Lease occurs in accordance with the terms of this Article, LESSOR is entitled to receive all proceeds payable in respect of the insurance that LESSEE maintains for the restoration of the Leased Premises, to include alterations and improvements made by LESSEE.

C. If fire or other casualty damages the Leased Premises and a termination of this Lease does not occur, LESSOR shall restore the Leased Premises (inclusive of leasehold improvements LESSEE makes) to substantially the condition that existed prior to the occurrence of the fire or other casualty and shall pursue the restoration with diligence and continuity. If the damage to the Leased Premises occurred as a result of a risk covered by property insurance and the amount of those proceeds is less than the aggregate amount of the costs LESSOR reasonably incurs in connection with the restoration, LESSEE shall pay to LESSOR the amount of the deficiency. LESSOR shall give to LESSEE written notice of the date on which LESSOR anticipates substantially completing the restoration of the Leased Premises at least 30 days in advance of that date. After the delivery of that notice, LESSEE'S employees and contractors may enter the Leased Premises for the purpose of re-installing any of LESSEE'S trade fixtures, equipment or furnishings that the casualty damaged or that LESSEE removed from the Leased Premises in order to facilitate LESSOR'S restoration as long as that entry does not materially interfere with the completion of LESSOR'S restoration of the Leased Premises.

D. The provisions of this Article contain LESSEE'S sole and exclusive remedy in the event of damage or destruction to the Leased Premises. No damages, compensation or claim shall be payable by LESSOR for any inconvenience, any interruption or cessation of LESSEE'S business, or any annoyance, arising from any damage to or destruction of all or any portion of the Leased Premises, except to the extent due solely to LESSOR'S willful misconduct.

XV. INSURANCE AND INDEMNIFICATION

A. LESSEE shall maintain the following insurance throughout the Term and an

Extension Term, at its own expense:

1. Worker's Compensation or Employers Liability Insurance in the amount of no less than \$1,000,000.00;

2. Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, interest of employees as additional insureds and broad form general liability endorsement, covering LESSOR as an additional insured, with not less than the following limits of liability: bodily injury and property damage, not less than \$1,000,000.00 combined single limit for bodily injury, property damage and personal injury;

3. Comprehensive automobile liability covering all owned, non-owned or hired automobiles to be used by LESSEE in the amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with LESSOR as an additional insured;

B. The foregoing policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against LESSOR or any member, officer, agent, attorney-in-fact or employee of City of Elko alleging an error, omission or act.

C. On or before the Effective Date, LESSEE shall furnish insurance certificates to LESSOR.

D. All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Nevada.

E. Riders providing substantially as follows shall be made a part of the insurance policies described above in this Lease:

1. The insurance company agrees that it will give a thirty (30) day prior written notice to LESSOR of any material change in or cancellation of any of the coverage shown in this certificate;

2. Notice of accident shall be given by LESSEE to the insurance company as required under the terms of this policy or notice of claim shall be given by LESSOR to the insurance company as required under the terms of the policy. Notice to the insurance company by either LESSOR or LESSEE shall be deemed sufficient notice under the policy;

3. The presence of representatives of LESSOR or other authorized persons on the Leased Premises shall not invalidate the policy; and

4. Violation of any of the terms of any other policy issued by the insurance

company shall not by itself invalidate the policy.

F. The insurance policies described above in this Lease shall be kept in force for the duration of the Term and any Extension Term.

G. Notwithstanding any other provision contained herein, LESSEE hereby releases, holds harmless, and shall indemnify and defend LESSOR for, from and against any and all claims, actions, demands, suits, liabilities, costs and penalties arising from or in any manner related to the acts or omissions of LESSEE or LESSEE'S invitees upon the Leased Premises or in any manner pertaining to this Lease or the rights and duties of LESSEE herein contained.

XVI. **GENERAL TERMS**

The following general provisions shall apply to this Lease:

1. **NOTICES.** All notices that may be required by this Lease shall be sent to the respective parties at the addresses appearing below:

LESSOR

Elko Regional Airport
ATTN: Airport Director
975 Terminal Way
Elko, Nevada 89801

LESSEE

Elko Leasing Company
ATTN: Aaron Kenneth Martinez
PO Box 1011
Elko, Nevada 89803
(775) 738-3113

Any such notices shall be (i) personally delivered to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said offices; (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) days after deposit in the U.S. mail, postage prepaid; (iii) sent by facsimile, in which case they shall be deemed delivered on the date of transmission if sent before 5:00 p.m.; or (iv) sent by air courier (Federal Express, UPS or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.

2. **ATTORNEY FEES AND COSTS.** If any action at law or equity shall be brought to enforce any term or condition contained in the Lease, the prevailing party shall be entitled to recover all costs and expenses from the other party, including reasonable attorney fees.

3. **NO RESTRICTION ON LESSOR'S RIGHT TO MARKET AND SELL LEASED PREMISES.** LESSOR shall be entitled to market and/or sell the Leased Premises, or assign its rights and obligations under the Lease, without the prior written consent of the LESSEE.

4. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Lease, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected or invalidated thereby.

5. **TIME OF ESSENCE.** Time is of the essence in this Lease and all of the terms, provisions, covenants and conditions hereof.

6. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and cannot be change, modified, amended or terminated verbally. This Lease supersedes all previous agreements or representations, whether written or verbal.

7. **APPLICABLE LAWS.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease.

8. **CHOICE OF FORUM.** The parties agree that the Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all civil actions between the parties in relation to this Lease.

9. **BINDING EFFECT.** This Lease and all the covenants, provisions and conditions herein contained shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject to any restrictions on assignment contained herein.

10. **FACSIMILE AND ELECTRONIC SIGNATURES.** Facsimile and electronic (including scanned) signatures shall be deemed the same as original signatures.

11. **NO PARTNERSHIP.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or joint venture, or any association between LESSOR and LESSEE. Neither the provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of landlord and tenant.

12. **FORCE MAJEURE.** Except as otherwise provided herein, in the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or

other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, in no event shall the foregoing excuse the payment of Rent or other sums due under this Lease.

13. **WAR OR NATIONAL EMERGENCY.** During time of war or national emergency, LESSOR shall have the right to lease the Leased Premises or any part thereof to the United States for military use, in which event this Lease shall be subordinate and subject to any lease between LESSOR and the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first herein above written.

LESSOR:

LESSEE:

CITY OF ELKO

By: _____
REECE KEENER
MAYOR

By: _____
Its: _____

ATTEST:

_____, **CITY CLERK**

EXHIBIT A

EXHIBIT B

EXHIBIT C

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 27-18, a resolution of the Elko City Council amending the Brothel Licensing Fees, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **15 Minutes**
5. Background Information: **Council initiated Staff to make changes to City Code Title 4, Chapter 9, "Prostitution," as well as to complete a business impact statement on October 23, 2018. On December 11, 2018 Council determined there was a direct and significant impact to businesses due to the proposed rule fee structure (pursuant to NRS 237.080). Furthermore, Council approved the business impact statement subject to the proposed fee structure being changed to \$5000 per applicant for the application, \$6500 for a new license, and \$6500 for an annual renewal of the brothel license. This resolutions contains said fee structure. KW**
6. Budget Information: **N/A**

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **See above**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve Resolution 18-27, a resolution amending the brothel licensing fees.**
10. Prepared By: **Kelly Wooldridge, City Clerk; Chief Ben Reed**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Ben Reed, Police Chief**
breed@elkocitynv.gov

Kelly Wooldridge, City Clerk
kwooldridge@elkocitynv.gov

Upon introduction by _____, seconded by _____, the following Resolution and Order was passed and adopted:

**CITY OF ELKO
RESOLUTION NO. 27-18**

A RESOLUTION AMENDING THE brothel LICENSING FEES

WHEREAS, pursuant to Elko City Code allowing the City to impose by resolution various fees for services, and

WHEREAS, the Elko City Council has identified the need to adjust the application fee rates and licensing fee rates for brothels licensed pursuant to Elko City Code Title 4 Chapter 9

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council that the following fee schedule be adopted until further action is taken by the Elko City Council to amend, delete, or otherwise change same.

BROTHEL FEE RATES:

Description of Fee	Current Rate	Proposed Rate
Application Fee	\$2500 per applicant	<u>\$5000 per applicant</u>
License Fee	\$3000	<u>\$6,500 per license</u>
Annual Renewal Fee	<u>\$3000</u>	<u>\$6, 500 per license</u>

IT IS FURTHER RESOLVED, that upon adoption of this Resolution by the City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect _____.

Passed and adopted this ____ day of ____, 2019.

CITY OF ELKO

REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible action to adopt Resolution No. 33-18, a resolution and order vacating approximately 751.83 feet of the westerly portion of P & H Drive Right-of-Way, filed and processed as Vacation No. 3-18 filed by Joy Global Surface Mining Inc., and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Council accepted a petition for the subject vacation at its regular meeting of November 27, 2018, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting December 4, 2018, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 3-18 with findings in support of its recommendation. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff report, application and related materials**
9. Recommended Motion: **Adopt Resolution No. 33-18, which contains conditions as recommended by the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Michael McClanahan**
 Joy Global Surfacing Mining Inc.
 4400 West National Avenue
 Milwaukee, WI 53214
 michael.mccclanahan@mining.komatsu

 Legend Engineering
 Lonny Reed
 52 West 100 North
 Heber City, UT 84032
 lonny@legendengineering.com

**CITY OF ELKO
RESOLUTION NO. 33-18**

**A RESOLUTION AND ORDER VACATING A PORTION OF THE P&H DRIVE
RIGHT-OF-WAY APPROXIMATELY 1.38 ACRES AND ABUTTING APNs 001-679-014,
001-679-015, 001-679-016, and 001-679-005 WHICH IS LOCATED WITHIN THE CITY
OF ELKO, NEVADA, TO THE ABUTTING PROPERTY OWNER, I.E., KOMATSU
EQUIPMENT, CO.**

Upon introduction and motion by Councilman _____ and seconded by Councilman _____, the following Resolution and Order was passed and adopted:

WHEREAS, the Elko City Council, at a regular meeting held on November 27, 2018, unanimously voted to accept the submitted petition for vacation and further directed City Staff to continue with the vacation process by referring the matter to the Planning Commission for a report of findings and recommendation to be prepared and submitted to the City Council; and,

WHEREAS, the Elko City Planning Commission, at their regular meeting of December 4, 2018, voted to forward a recommendation of approval for the subject vacation; and,

WHEREAS, the Elko City Council finds that a Notice of Intent to vacate a portion of the P&H Drive right-of-way was published and mailed by priority mail with confirmation of delivery to all affected property owners, as required by law, as more fully appears from the Affidavit of Publication and Mailing Confirmation(s) on file in the Clerk's Office of the City of Elko; and,

WHEREAS, at the time and place set in the Notice, to-wit: the hour of 5:30 p.m. on January 8, 2019 in the City Hall Council Chambers, Elko, Nevada, a hearing before the Elko City Council was duly held and no persons having appeared to object to the proposed vacation and the City Council having deemed it for the best interests of the City and the public that the area be vacated and that no person or persons would be materially injured thereby; and,

WHEREAS, it appearing to the satisfaction of the Elko City Council that the portion of P&H Drive right-of-way approximately 1.38 acres situate in the City of Elko, Nevada, located generally on the west end of P&H Drive adjacent to Assessor's Parcel No. 001-679-014, 001-679-015, 001-679-016 and 001-679-005 is no longer required for public use and convenience and that vacation thereof will inure to the benefit of the City of Elko and be for the best interest of the City and the public, and that neither the public nor any person will be materially injured thereby; the legal description is set forth in Exhibit A with the map as Exhibit B, each attached hereto, incorporated herein by reference and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL as follows:

I.

That the portion of P&H Drive right-of-way situate in the City of Elko, Nevada, described and shown on Exhibits A and B each attached hereto, be, and the same is hereby vacated upon fulfillment of the following conditions:

1. The applicant is responsible for all costs associated with the recordation of this vacation.
2. A deed of dedication be approved by City Council for the cul-de-sac turnaround radius before recordation of this vacation.
3. A parcel map to merge the parcels must be approved and recorded prior to the recordation of this vacation.
4. Written response(s) from all non-City utilities are on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.

That, subject to the conditions set forth in this Resolution, all right, title interest and estate of the City of Elko in that portion of P&H Drive right-of-way located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **Komatsu Equipment, Co., a Nevada Limited Liability Company**, as owner of the parcel abutting the property being vacated, provided further that this vacation and the title of the abutting owner received pursuant thereto, shall be subject to all poles, lines, cables, pipes, drains, utility installations and easements now existing.

II.

That the City of Elko and the Elko City Council, officers and employees thereof, make no warranties, covenants, representations, or guarantees as to the validity of this vacation procedure, or as to the right, title, interest or estate, if any, any person or entity may acquire as the result thereof.

III.

That the City Clerk of the City of Elko shall certify the copy of this Resolution and Order, and this Resolution and Order shall be recorded upon fulfillment of the above noted conditions, in the Office of the County Recorder of Elko County, Nevada, and be endorsed upon the proper map or plat on file in the Office of said County Recorder, so as to clearly indicate thereon the vacation of a portion of P&H Drive right-of-way as described and shown on Exhibits A and B attached hereto, situate in the City of Elko, Elko County, Nevada.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.

IT IS FURTHER RESOLVED AND ORDERED that upon the above conditions being complied with that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Exhibit

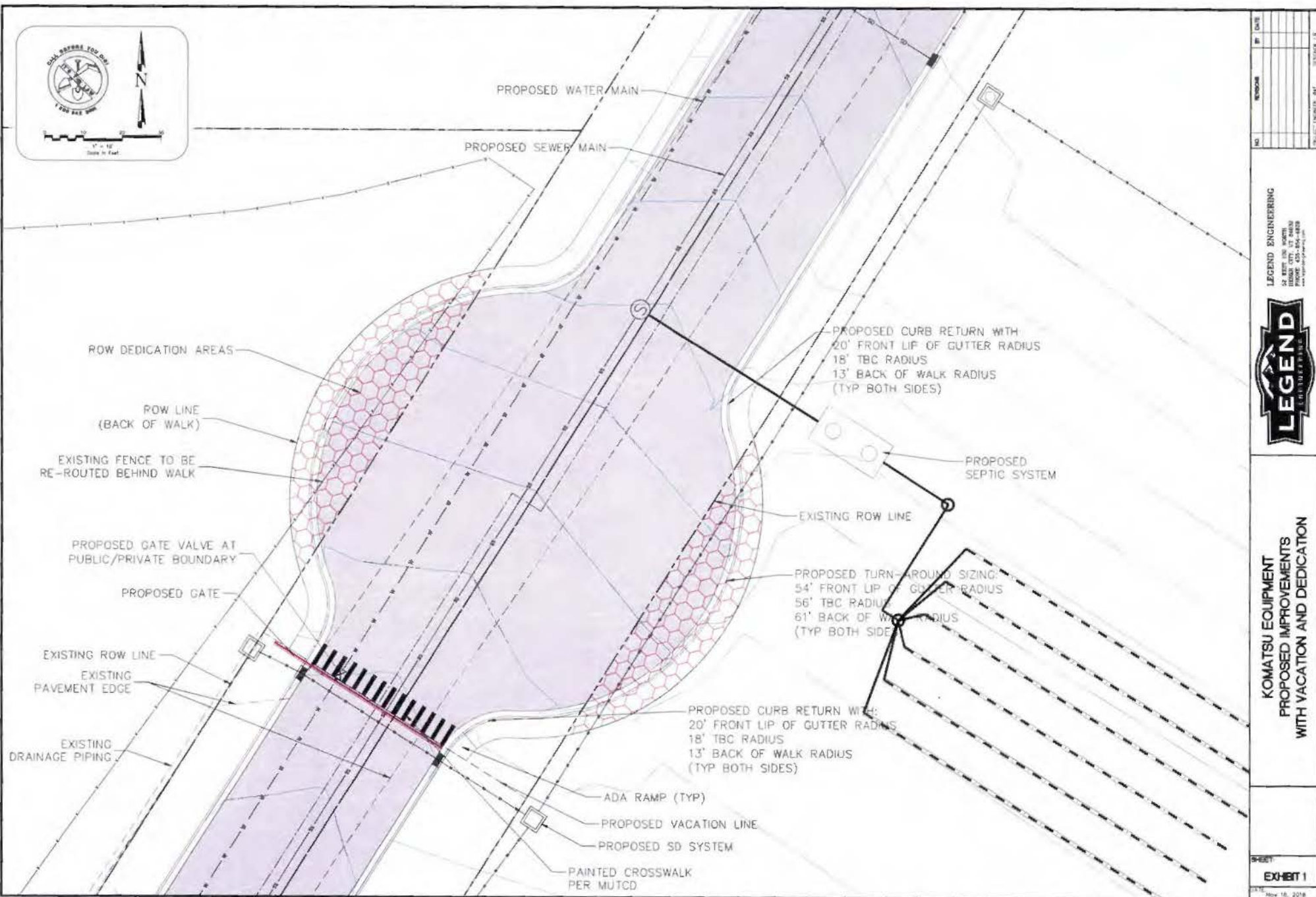
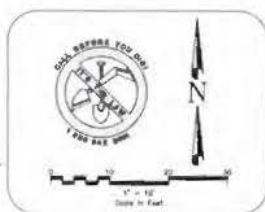
A



PORTION OF P&H DRIVE VACATION

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M., ELKO COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 709.83 FEET $S01^{\circ}02'00''W$ ALONG THE SECTION LINE AND 459.48 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 55 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF P&H DRIVE AS DEDICATED BY PARCEL MAP FILE NO. 452341; AND RUNNING THENCE $N00^{\circ}01'38''W$ ALONG THE WESTERLY RIGHT-OF-WAY OF SAID P&H DRIVE 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID P&H DRIVE; THENCE ALONG SAID NORTHERLY AND NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) $N89^{\circ}58'22''E$ 411.50 FEET TO A POINT ON A 160.00 FOOT RADIUS CURVE TO THE LEFT; (2) THENCE ALONG SAID CURVE 161.80 FEET (CHORD BEARS $N61^{\circ}00'19''E$ 154.99 FEET); (3) THENCE $N32^{\circ}02'04''E$ 138.43 FEET; THENCE LEAVING SAID RIGHT-OF-WAY $S57^{\circ}57'56''E$ 80.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID P&H DRIVE; THENCE ALONG SAID SOUTHEASTERLY AND SOUTHERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) $S32^{\circ}02'04''W$ 138.43 FEET TO A POINT ON A 240.00 FOOT RADIUS CURVE TO THE RIGHT; (2) THENCE ALONG SAID CURVE 242.69 FEET (CHORD BEARS $S61^{\circ}00'14''W$ 232.48 FEET); (3) THENCE $S89^{\circ}58'22''W$ 411.50 FEET TO THE POINT OF BEGINNING.



C:\Users\jadmin\Dropbox (Legend Engineering)\Legend Projects\Kamatsu Udo\Design Base.dwg - Nov 18, 2016 - 12:13pm

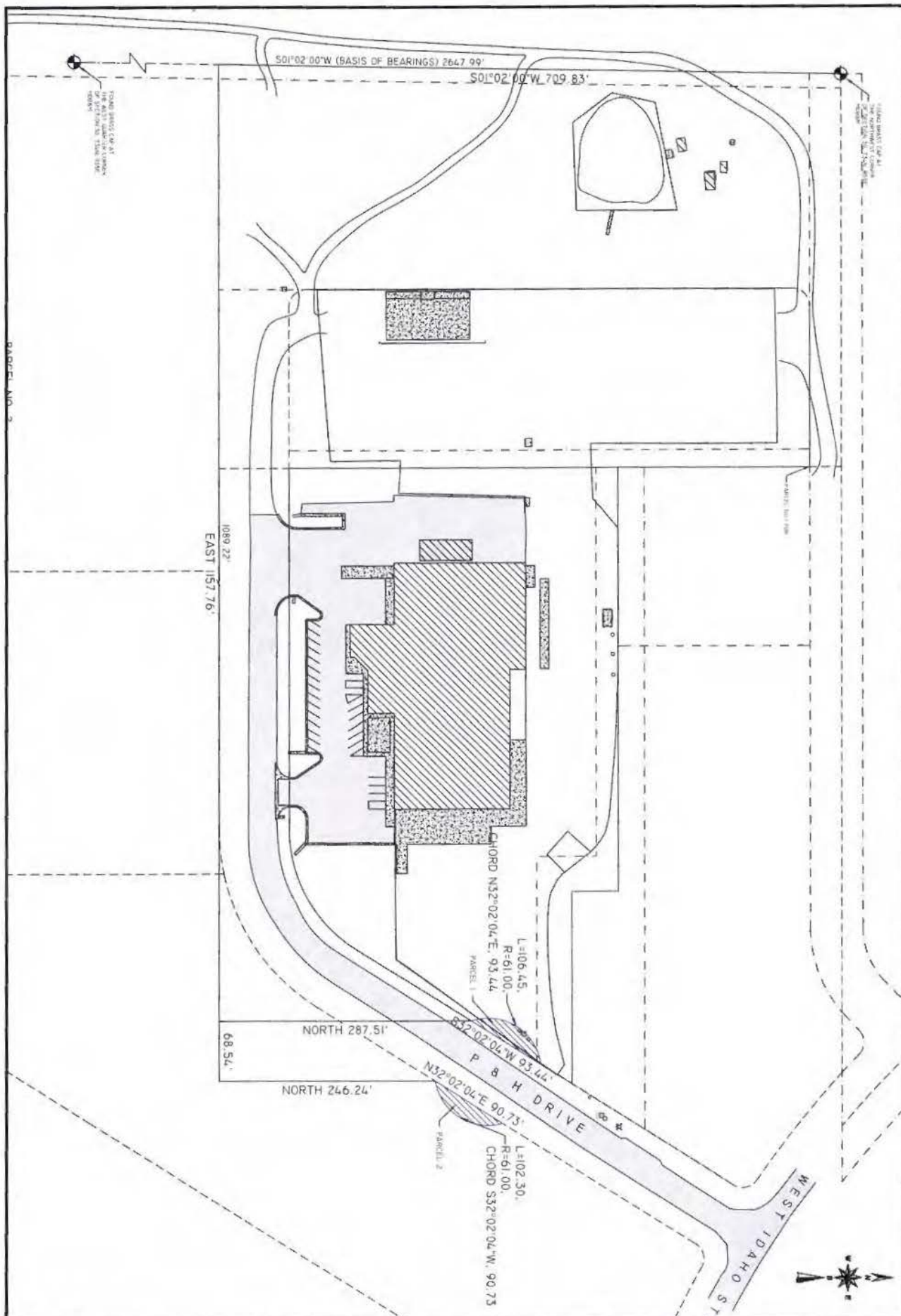
NO.	REVISION	DATE

LEGEND ENGINEERING
52 WEST 10TH AVENUE
DENVER, CO 80202
PHONE: 303.733.8400
www.legend-engineering.com



KOMATSU EQUIPMENT
PROPOSED IMPROVEMENTS
WITH VACATION AND DEDICATION

SHEET
EXHIBIT 1
DATE: Nov 18, 2016



PROJECT NO. 17-09-208	PREPARED FOR LEGEND ENGINEERING	DEDICATION EXHIBIT WASATCH COUNTY	 WWW.ELEMENTSURVEYING.COM 2296 SOUTH 270 EAST HYDER CITY, UT 84032 (801) 552-5975
SHEET 1 OF 1	PROJECT CUL-DE-SAC DEDICATION		

**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A PORTION OF THE PUBLIC RIGHT-OF-WAY LOCATED
GENERALLY ON THE WEST END OF P&H DRIVE, ADJACENT TO APNs 001-679-
014, 001-679-015, 001-679-016, & 001-679-005 ALL WITHIN THE CITY OF ELKO,
STATE OF NEVADA**

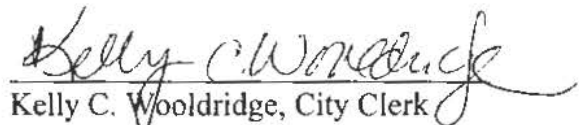
NOTICE IS HEREBY GIVEN that the City Council of the City of Elko intends to vacate a portion of the public right-of-way located generally on the west end of P&H Drive, adjacent to APNs 001-679-014, 001-679-015, 001-679-016, & 001-679-005 situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Komatsu Equipment Company. The portion of the public right-of-way to be vacated is more particularly described as follows:

A parcel of land situated in Section 30, Township 34 North, Range 55 East, M.D.B.&M., Elko County, State of Nevada, described as follows:

Beginning at a point 709.83 feet S01°02'00"W along the section line and 459.48 feet east from the northwest corner of Section 30, Township 34 North, Range 55 East, Mount Diablo Base and Meridian, said point being on the southerly right-of-way line of P&H Drive as dedicated by Parcel Map File No. 452341; and running thence N00°01'38"W along the westerly right-of-way of said P&H Drive 80.00 feet to the northerly right-of-way line the following three (3) courses; (1) N89°58'22"E 411.50 feet to a point on a 160.00 foot radius curve to the left; (2) Thence along said curve 161.80 feet (chord bears N61°00'19"E 154.99 feet); (3) Thence N32°02'04"E 138.43 feet, thence leaving said right-of-way S57°57'56"E 80.00 feet to a point on the southeasterly right-of-way of said P&H Drive; thence along said southeasterly and southerly right-of-way the following three (3) courses: (1) S32°02'04"W 138.43 feet to a point on a 240.00 foot radius curve to the right; (2) Thence along said curve 242.69 feet (Chord bears S61°00'14"W 232.48 feet); (3) Thence S89°58'22"W 411.50 feet to the point of beginning.

AND that the Elko City Council shall further consider the advisability of the vacation of the public right-of-way, and the adoption of a Resolution and Order vacating the same with the reversion of title as above stated at a meeting of said Council to be held in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, on January 8, 2019 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 20th day of December 2018.


Kelly C. Wooldridge, City Clerk

PUBLISH: December 25, 2018

Vac 3-18 Joy Global Surface Mining Inc

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001679009	BAR L RANCH ET AL		PO BOX 1478	ELKO NV	89803-1478
001679002	BAR L RANCH ET AL		PO BOX 1478	ELKO NV	89803-1478
001679006	BAR L RANCH ET AL		PO BOX 1478	ELKO NV	89803-1478
001679008	BAR L RANCH ET AL		PO BOX 1478	ELKO NV	89803-1478
001679010	ELKO INC		4105 W IDAHO ST	ELKO NV	89801-9410
001679004	MILLER, BRUCE & SIDNIE TR	C/O COACH USA INC	PO BOX 1478	ELKO NV	89803-1478
00609N008	PINNACLE INVESTMENTS PART ET AL		20 S SANTA CRUZ AVE STE 320	LOS GATOS CA	95030-6834
005510900	USA	C/O BLM-SUPPORT SERVICES A 3900 E IDAHO ST		ELKO NV	89801-4692

1 notice

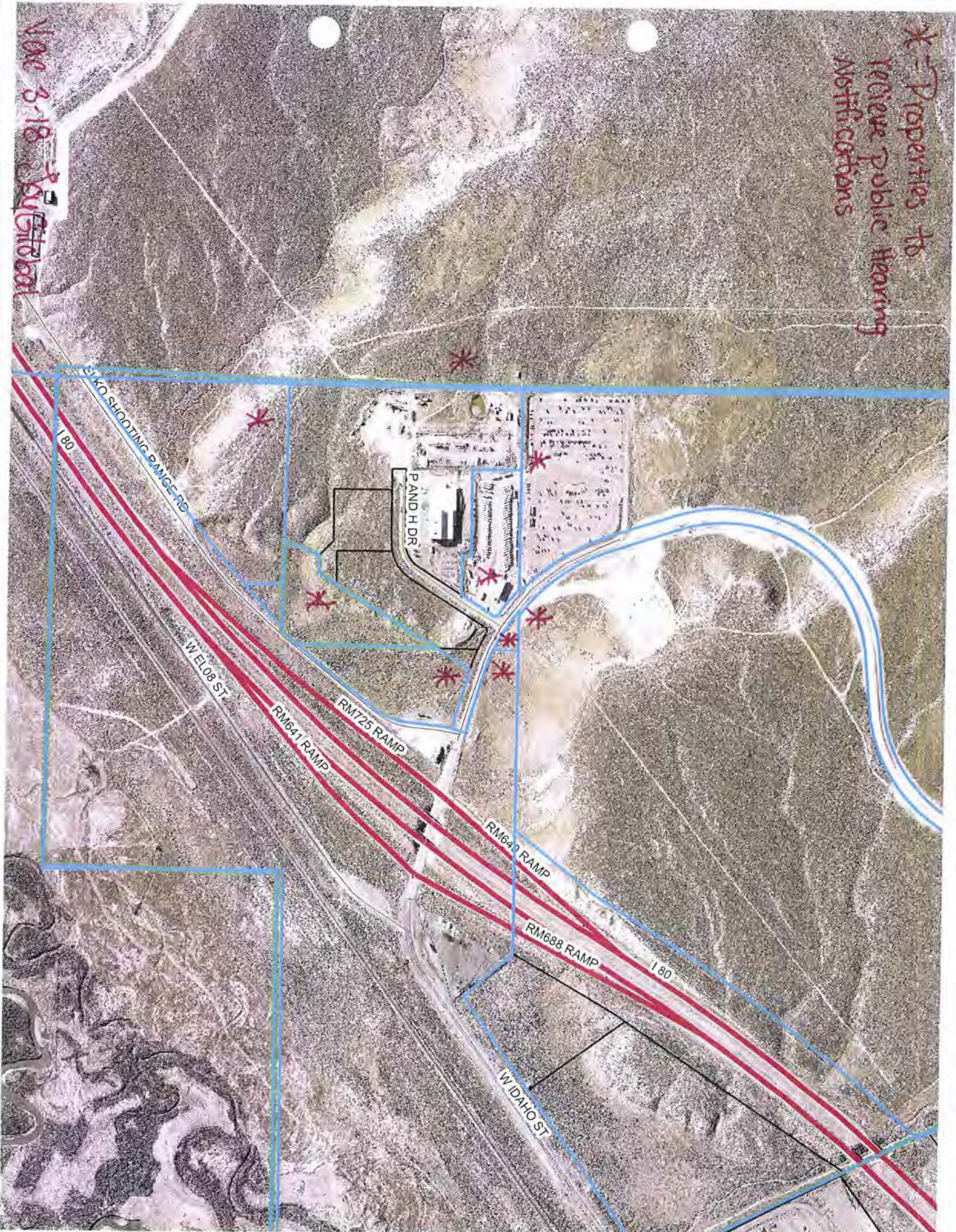
Same as Bar L Ranch

④

Mailed 12/21/18

* Properties to
Review Public Hearing
Modifications

Nov 3-18 *John G. Giddens*





CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 4, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 4, 2018 pursuant to Section 8-7-3 B. of City Code:

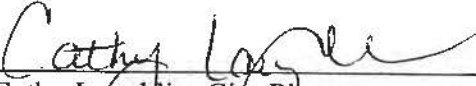
Vacation No. 3-18, filed by Joy Global Surface Mining, Inc., for the vacation of a portion of P&H Drive right-of-way on the west end of P&H Drive, consisting of an area approximately 1.38 acres, and matters related thereto.

The subject property is located generally on the west end of P&H Drive.


NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 3-18 subject to the conditions listed in the City of Elko Staff Report dated November 20, 2018, listed as follows:

1. **The applicant is responsible for all costs associated with the recordation of the vacation.**
2. **A deed of dedication be approved by City Council for the cul-de-sac turnaround radius before recordation of the vacation.**
3. **A parcel map to merge the parcels must be approved and recorded prior to the recordation of the vacation.**
4. **Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**

The Planning Commission's findings to support its recommendation are the proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive. The proposed vacation is in conformance with the Land Use Component of the Master Plan. The proposed vacation is in conformance with the City of Elko Master Plan Transportation Component. The area proposed for vacation is not located within the Redevelopment Area. The proposed vacation is in conformance with Section 3-2-4 of City Code. The proposed vacation is in conformance with Section 3-2-5 of City Code. The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City Code. The proposed vacation will not materially injure the public and is in the best interest of the City.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/4

Do not use pencil or red pen, they do not reproduce

Title: Vacation No. 3-18
Applicant(s): JagGlobal Surface Mining, Inc.
Site Location: Westerly Portion of P+H Drive.
Current Zoning: L1 Date Received: 11/9/18 Date Public Notice: N/A
COMMENT: This is to vacate the westerly 750' of P+H Drive.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/26/18
Recommend approval as presented by
Staff

SAW

Initial

City Manager: Date: 11/28/18
No comments/concerns.

cc

Initial



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

REPORT DATE:	November 20, 2018
PLANNING COMMISSION DATE:	December 4, 2018
AGENDA ITEM NUMBER:	I.B.4
APPLICATION NUMBER:	Vacation 3-18
APPLICANT:	Joy Global Surface Mining Inc.
PROJECT DESCRIPTION:	4450 P & H Drive

Vacation of a portion P & H Drive in conjunction with a parcel map to combine parcels.



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact, conditions and waivers.

PROJECT INFORMATION

PARCEL NUMBER: 001-679-014, 001-679-016 & 001-679-015

PARCEL SIZE: 30.857 acres.

EXISTING ZONING: (LI) Light Industrial

MASTER PLAN DESIGNATION: (IND-BS PARK) Industrial Business Park

EXISTING LAND USE: Developed on 001-679-014 and proposed development on 001-679-016 & 001-679-015 is in the permitting process with the City of Elko

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

North: Light Industrial / Developed
East: General Agriculture / Undeveloped
South: General Agriculture / Undeveloped
West: Elko County Property / Undeveloped

PROPERTY CHARACTERISTICS:

1. The property is partially developed on APN 001-679-014 and undeveloped on 001-679-015 & 016.
2. The property can be accessed from P & H Drive as well as West Idaho Street.

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive
City of Elko Master Plan – Land Use Component
City of Elko Master Plan – Transportation Component
City of Elko Redevelopment Plan
City of Elko Code – Section 3-2-4 Establishment of Zoning Districts
City of Elko Code – Section 3-2-12 Light Industrial Zoning District
City of Elko Code – Section 8-7 Street Vacation Procedures

BACKGROUND:

1. All three parcels were annexed into the City of Elko by Ordinance 830 on May 8, 2018.
2. Joy Global Surface Mining parent company, Harnischfeger Corporation, purchased APN 001-679-014 on December 6, 1999.
3. APN's 001-679-015 & 016 were purchased by Komatsu Equipment Company on September 28, 2018. They are in the process of deeding the property to the parent company, Harnischfeger Corporation, in order to merge the parcels.
4. All three parcels were rezoned to Light Industrial concurrent with the annexation.
5. APN 001-679-014 has been developed as an industrial use.

6. A new industrial use facility is proposed and is currently under the permitting process. The new facility would be located on APNs 001-679-015 & 016.
7. As a condition for approval of the proposed development, the parcels will be merged. As a result, the dedicated right-of-way to serve multiple parcels has been reduced.
8. The property owner has presented a deed of dedication to the City of Elko for the cul-de-sac turnaround proposed at the end of the dedicated right-of-way for proper vehicular circulation.
9. The City Council accepted the petition for vacation at their meeting November 27, 2018.

NRS 278.479 to 278.480 inclusive

1. 278.480(4) If any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall, not less than 10 business days before the public hearing described in subsection 5.
2. NRS 278.480 (5) Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.31895.
3. Per NRS 278.480(6) Public utility companies have been notified of the vacation on November 19, 2018.
4. It does not appear that there are any City utilities located within the area proposed to be vacated.

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Industrial Business Park.
2. Supporting zone districts for Industrial Business Park are Industrial Business Park, Light Industrial and Industrial Commercial.
3. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.
4. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed vacation is in conformance with the Land Use Component of the Master Plan.

MASTER PLAN - Transportation:

1. The area will be accessed from West Idaho Street and P & H Drive.
2. West Idaho Street is classified as a Minor Collector.
3. P & H Drive is not classified but functions as a Commercial / Industrial Collector.
4. The area is near the Exit 298 and I-80 interchange.
5. The property owner is proposing a vehicular turnaround at the end of P & H Drive. This will require additional area for the development of the circular cul-de-sac to be dedicated to the City of Elko.

The proposed vacation is in conformance with the Transportation Component of the Master Plan.

REDEVELOPMENT PLAN

The area proposed for vacation is located outside the Redevelopment Area.

ELKO CITY CODE SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS

The area proposed for vacation will be merged with the adjacent property. The existing zone district, LI – Light Industrial, does not stipulate a minimum lot area requirement. The vacation will add area to the parcels of record.

The proposed vacation is in conformance with Section 3-2-4 of City code.

ELKO CITY CODE SECTION 3-2-12 LI, GI INDUSTRIAL ZONING DISTRICTS

1. The area proposed for vacation will be merged with the adjacent property. The merged areas meet all the area and dimensions stipulated in code.

The proposed vacation is in conformance with Section 3-2-12 of City code.

ELKO CITY CODE SECTION 8-7 STREET VACATION PROCEDURES

1. The proposed vacation is being processed independent of the proposed parcel map, deed of dedication and proposed development of the property.

The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code.

FINDINGS

1. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
2. The proposed vacation is in conformance with the Land Use Component of the Master Plan.
3. The proposed vacation is in conformance with the Transportation Component of the Master Plan.
4. The area proposed for vacation is not located within the Redevelopment Area.
5. The proposed vacation is in conformance with Section 3-2-4 of City code.
6. The proposed vacation is in conformance with Section 3-2-5 of City code.
7. The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code.
8. The proposed vacation will not materially injure the public and is in the best interest of the City.

STAFF RECOMMENDATION:

Staff recommends forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions:

1. The applicant is responsible for all costs associated with the recordation of the vacation.
2. A deed of dedication be approved by City Council for the cul-de-sac turnaround radius before recordation of the vacation.
3. A parcel map to merge the parcels must be approved and recorded prior to the recordation of the vacation.
4. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 19, 2018

Satview Broadband
Mr. Tariq Ahmad
PO Box 18148
Reno, NV 89511

And VIA EMAIL: taroil@yahoo.com

SUBJECT: Proposed Vacation No. 3-18

Dear Mr. Ahmad:

Please be advised that the City of Elko Planning Department is processing a request filed Joy Global Surface Mining, Inc. to vacate a portion of the P&H Drive right-of-way located generally on the west end of P&H Drive. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 19, 2018

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 3-18

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by Joy Global Surface Mining Inc. to vacate a portion of the P&H Drive right-of-way located generally on the west end of P&H Drive. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



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Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 19, 2018

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190

SUBJECT: Proposed Vacation No. 3-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Joy Global Surface Mining Inc. to vacate a portion of the P&H Drive right-of-way located generally on the west end of P&H Drive. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 19, 2018

Frontier Communication
Mr. William Whitaker
111 W. Front Street
Elko, NV 89801

SUBJECT: Proposed Vacation No. 3-18

Dear Mr. Whitaker:

Please be advised that the City of Elko Planning Department is processing a request filed by Joy Global Surface Mining, Inc. to vacate a portion of the P&H Drive right-of-way located generally on the west end of P&H Drive. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 19, 2018

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 3-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Joy Global Surface Mining, Inc. to vacate a portion of the P&H Drive right-of-way located generally on the west end of P&H Drive. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures

Shelby Archuleta

From: Teresa Gust <teresa.e@canyonconstructionco.com>
Sent: Friday, December 7, 2018 10:39 AM
To: Shelby Archuleta
Subject: Proposed Vacation No. 3-18

Shelby, please be advised that Michael W. Lattin, VP-Field Operations, has reviewed your letter of November 19, 2018, Re: Proposed Vacation No. 3-18 and has determined that Elko Heat Company has no present or future interests in the area stated. This email complies with NRS 278.480(6).

Thank you
Teresa Gust
Accounting Clerk
Canyon Construction &
Elko Heat Co.
Phone: (775) 738-2210 ext 107
Fax: (775) 753-8049
teresa.e@canyonconstructionco.com



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 19, 2018

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 3-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Joy Global Surface Mining, Inc. to vacate a portion of the P&H Drive right-of-way located generally on the west end of P&H Drive. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s): Joy Global Surface Mining Inc.

MAILING ADDRESS: 4400 West National Avenue, Milwaukee, WI 53214

PHONE NO (office) (414) 670-8915

NAME OF PROPERTY OWNER (If different):

(Property owner's consent in writing must be provided.)

MAILING ADDRESS:

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):

ASSESSOR'S PARCEL NO.: _____ **Address**

Lot(s), Block(s), & Subdivision

Or Parcel(s) & File No. 001-679-014, 001-679-015, 001-679-016, & 001-679-005

RECEIVED

NOV 09 2018

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

Joy Global Surface Mining Inc., 440 W. National Ave., Milwaukee WI 53214

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

(Name)

(Address)

1. Describe the nature of the request: We have the common ownership of parcels: 001-679-014, 001-679-015, 001-679-016, and 001-679-005, and are currently in process consolidating them into one parcel, and after said consolidation this/our parcel will both abut and surround much of the current P&H Drive ROW. We propose that the westerly 751.83 feet of P&H Drive be vacated to the surrounding ownership. This would facilitate the use of our property rather than have a public ROW running thru the middle of it.
2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: The current power and telephone facilities that serve our current facilities lay outside ROW area. New water, sewer, drainage, power, and communication utilities will be constructed as part of our proposed project, which is currently under review for construction approval.

Use additional pages if necessary

This area intentionally left blank

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not effect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.


Applicant / Agent Michael McClanahan
(Please print or type)

Mailing Address 4400 W. National Ave.
Street Address or P.O. Box

Milwaukee, WI 53214
City, State, Zip Code

Phone Number: (414) 670-8915

Email address: michael.mcclanahan@mining.komatsu

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 3-18 **Date Filed:** 11/9/18 **Fee Paid:** \$ 600 CX# 7462



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

MEMO DATE: December 21, 2018
CITY COUNCIL MEETING DATE: January 8, 2019
APPLICATION NUMBER: RTA 1-18
APPLICANT: Joy Global Surface Mining Inc.

PROJECT DESCRIPTION: A reversion to acreage to combine the four existing parcels for development of the Komatsu facility.



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-679-005, 014, 015, & 016

PARCEL SIZE: 31.16 acres

EXISTING ZONING: LI – Light Industrial

MASTER PLAN DESIGNATION: (IND-BS PARK) Industrial Business Park

EXISTING LAND USE: Partially developed land consistent with Light Industrial Principal Permitted Use

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - North: Light Industrial (LI) / Developed
 - West: General Agriculture (AG) / Undeveloped
 - South: General Agriculture (AG) / Undeveloped
 - East: General Agriculture (AG) / Undeveloped

PROPERTY CHARACTERISTICS:

- The area is currently undeveloped on parcels 001-679-005, 001-679-015 & 001-679-016 and developed on parcel 001-679-014 with a light industrial land use.
- The area is generally flat.
- The area is accessed from West Idaho Street and P & H Drive.

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- NRS 278.479-.4965
- City of Elko Code – Section 2-13-3 Sidewalk, curb and gutter construction
- City of Elko Code – Section 3-2-12 Light Industrial Zoning District
- City of Elko Code – Section 3-8 Flood Plain Management
- City of Elko Code – Section 3-3-26 Reversion to Acreage

BACKGROUND INFORMATION

- The proposed map creates 1 new parcel from the combination of parcel 1 as shown on the Parcel Map File No. 540773, parcel 5 as shown on Parcel Map File No. 536866, parcel 6 as shown on Parcel Map File No. 549501 and Parcel 2 as shown on Boundary Line Adjustment File No. 680243, identified as APN 001-679-005, 001-679-015, 001-679-016 & 001-679-014.
- The proposed parcels have an area approximately 31.16 acres

- Applicant has applied for a vacation of the westerly portion of P & H Drive. Resolution 33-18 to be heard by City Council on January 8, 2019.
- A grading permit has been issued for the parcels.
- The area is zoned (LI) Light Industrial with the approval of REZ 4-18.
- Three of the parcels are undeveloped and one is developed with the existing Komatsu Facility.

MASTER PLAN:

Land use:

1. Land Use is shown as Industrial Business Park.
2. Supporting zone districts for Industrial Business Park are Industrial Business Park, Light Industrial and Industrial Commercial.
3. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.
4. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed reversion to acreage is in conformance with the Master Plan Land Use Component.

Transportation:

1. The area will be accessed from West Idaho Street and P & H Drive.
2. West Idaho Street is classified as a Minor Collector.
3. The area is near the Exit 298 and I-80 interchange.

The proposed reversion to acreage is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

1. The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

1. A proposed well (test hole/monitoring well currently exists) approximately 240 feet from the property is expected to be installed as development occurs in the area. At that time, it could be expected that this property will be located within the 2 year capture zones. The City of Elko may complete the installation of a sewer main and lift station prior to the installation of the proposed well to eliminate a number of septic systems and leach fields in the area.

NRS 278.479-4965-REVERSION OF DIVIDED LAND

- Conformance with this section of NRS is required

SECTION 2-13-3 SIDEWALK, CURB AND GUTTER CONSTRUCTION

- Sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter developed, or upon lots or parcels of land which are merged or divided.

- The property is being developed and is in the permitting process. Curb, gutter and sidewalk is proposed with the development.

SECTION 3-2-12 LIGHT INDUSTRIAL ZONING DISTRICT

- Compliance with this section of code is required

SECTION 3-8 FLOODPLAIN MANAGEMENT:

- The area is located outside a Special Flood Hazard Area (SFHA)

SECTION 3-3-26 REVERSION TO ACREAGE:

Reversion (A) – The requirement for a parcel map has not been waived.

Reversion (B) – The reversion map will be presented to the council within thirty (30) days after the filing.

Reversion (C) – Fees associated with this section shall be paid.

Reversion (D) – The map of reversion shall be recorded with the Elko County recorder

Reversion (E) – No streets or easements are proposed to be included with this map of reversion.

Reversion (F) – A fee was submitted with this application.

CONCLUSION:

The City of Elko, Planning Department finds the reversion to acreage is in general compliance with the above referenced Master Plan Components and Sections of City Code. The reversion to acreage was evaluated based on the existing conditions and current development of the property.

STAFF RECOMMENDATION:

RECOMMEND APPROVAL based on findings of facts as stated in this report.

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible action to adopt Resolution No. 32-18, a resolution and order vacating a portion of D Street and W. Cedar Street right-of-way abutting APN 001-143-001, consisting of an area approximately 2,467.89 sq. ft., filed and processed as Vacation No. 2-18 filed by A.M. Engineering LLC., and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Council accepted a petition for the subject vacation at its regular meeting of November 13, 2018, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting December 4, 2018, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 2-18 with findings in support of its recommendation. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff report, application and related materials**
9. Recommended Motion: **Adopt Resolution No. 32-18, which contains conditions as recommended by the Planning Commission.**
10. Prepared By: **Cathy Laugblin, City Planner**
11. Committee/Other Agency Review: **Planning Commission and required local utility companies**
12. Council Action:
13. Agenda Distribution: **A.M. Engineering**
 445 5th Street
 Elko, NV 89801

**CITY OF ELKO
RESOLUTION NO. 32-18**

A RESOLUTION AND ORDER VACATING A PORTION OF THE D STREET AND CEDAR STREET RIGHT-OF-WAY APPROXIMATELY 2,467.89 SQUARE FEET AND ABUTTING APN 001-143-001, WHICH IS LOCATED WITHIN THE CITY OF ELKO, NEVADA, TO THE ABUTTING PROPERTY OWNER, I.E., A.M. ENGINEERING, LLC

Upon introduction and motion by Councilman _____ and seconded by Councilman _____, the following Resolution and Order was passed and adopted:

WHEREAS, the Elko City Council, at a regular meeting held on November 13, 2018, unanimously voted to accept the submitted petition for vacation and further directed City Staff to continue with the vacation process by referring the matter to the Planning Commission for a report of findings and recommendation to be prepared and submitted to the City Council; and,

WHEREAS, the Elko City Planning Commission, at their regular meeting of December 4, 2018, voted to forward a recommendation of approval for the subject vacation; and,

WHEREAS, the Elko City Council finds that a Notice of Intent to vacate a portion of the D Street and Cedar Street right-of-way was published and mailed by priority mail with confirmation of delivery to all affected property owners, as required by law, as more fully appears from the Affidavit of Publication and Mailing Confirmation(s) on file in the Clerk's Office of the City of Elko; and,

WHEREAS, at the time and place set in the Notice, to-wit: the hour of 5:30 p.m. on January 8, 2019, in the City Hall Council Chambers, Elko, Nevada, a hearing before the Elko City Council was duly held and no persons having appeared to object to the proposed vacation and the City Council having deemed it for the best interests of the City and the public that the area be vacated and that no person or persons would be materially injured thereby; and,

WHEREAS, it appearing to the satisfaction of the Elko City Council that the portion of D Street and Cedar Street right-of-way approximately 2,467.89 square feet situate in the City of Elko, Nevada, located generally on the east corner of the intersection of W. Cedar and D Street adjacent to Assessor's Parcel No. 001-143-001 is no longer required for public use and convenience and that vacation thereof will inure to the benefit of the City of Elko and be for the best interest of the City and the public, and that neither the public nor any person will be materially injured thereby; the legal description is set forth in Exhibit A with the map as Exhibit B, each attached hereto, incorporated herein by reference, and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL as follows:

I.

That the portion of the D Street and Cedar Street right-of-way situate in the City of Elko, Nevada, described and shown on Exhibits A and B each attached hereto, be, and the same is hereby vacated upon fulfillment of the following conditions:

1. The applicant is responsible for all costs associated with the recordation of the vacation.
2. Written response(s) from all non-City utilities are on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.
3. A 7.5 foot wide utility easement is required on the proposed West Cedar Street and D. Street alignment and shall be included in the City Council order vacating the right-of-way.

That, subject to the conditions set forth in this Resolution, all right, title interest and estate of the City of Elko in that portion of D Street and Cedar Street right-of-way located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **A.M. Engineering, L.L.C., a Nevada Limited Liability Company**, as owner of the parcel abutting the property being vacated, provided further that this vacation and the title of the abutting owner received pursuant thereto, shall be subject to all poles, lines, cables, pipes, drains, utility installations and easements now existing.

II.

That the City of Elko and the Elko City Council, officers and employees thereof, make no warranties, covenants, representations, or guarantecs as to the validity of this vacation procedure, or as to the right, title, interest or estate, if any, any person or entity may acquire as the result thereof.

III.

That the City Clerk of the City of Elko shall certify the copy of this Resolution and Order, and this Resolution and Order shall be recorded upon fulfillment of the above stated conditions, in the Office of the County Recorder of Elko County, Nevada, and be endorsed upon the proper map or plat on file in the Office of said County Recorder, so as to clearly indicate thereon the vacation of a portion of the D Street and Cedar Street right-of-way as described and shown on Exhibits A and B attached hereto, situate in the City of Elko, Elko County, Nevada.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.

IT IS FURTHER RESOLVED AND ORDERED that upon the above conditions being complied with that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

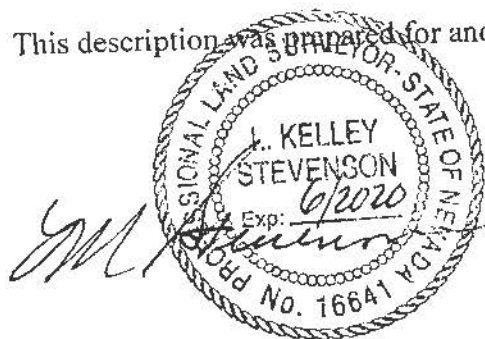
LEGAL DESCRIPTION

A parcel of land in Lot 11, Block 59R of the Sunset Heights Subdivision of the First Addition to the City, formerly Town, of Elko, Nevada more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 11,
Thence South $41^{\circ}49'00''$ West 13.89 feet
Thence North $48^{\circ}11'00''$ West 112.25 feet;
Thence along a curve to the right, said curve having a radius of 15.50 feet and a length of 24.52 feet;
Thence along a curve to the left, said curve having a radius of 340.50 feet and a length of 71.16 feet,
Thence South $54^{\circ}57'00''$ East 12.44 feet;
Thence along a non-tangent curve to the right, said curve having a radius of 288.57 feet, a length of 32.29 feet and a chord bearing South $38^{\circ}10'19''$ West a distance of 31.67 feet ;
Thence South $41^{\circ}49'00''$ West 26.76 feet;
Thence along a curve to the left, said curve having a radius of 15.00 feet and a length of 23.56 feet;
Thence South $48^{\circ}11'00''$ East 105.01 feet to the Point of Beginning, said parcel consisting of 2467.89 square feet (0.05 acres), more or less.

The basis of bearings for this description is the westerly line of Lot 11, Block 59R of the Sunset Heights Subdivision of the First Addition to the City of Elko.

This description was prepared for and on behalf of AM Engineering.



L. Kelley Stevenson, PLS #16641

RECEIVED

NOV 05 2018

Exhibit B

LEGAL DESCRIPTION

SEE ATTACHED DOCUMENT

AREA OF VACATION

TOTAL AREA	2467.89 SF
------------	------------

OCCUPANCY

OCCUPANCY	BUSINESS AREAS
FLOOR AREA PER OCCUPANT	100 SQ FT (28755)
BUILDING SQ FT	3,928.22
OCCUPANT LOAD	39.2 (40)

PARKING ANALYSIS

BUILDING SQ. FT.	3,928.22
UNUSABLE SQ. FT.	468.00
USABLE SQ. FT.	3,477.13
REQUIRED PARKING SPACES	12

IBC 2009 SEC. 601 & 602

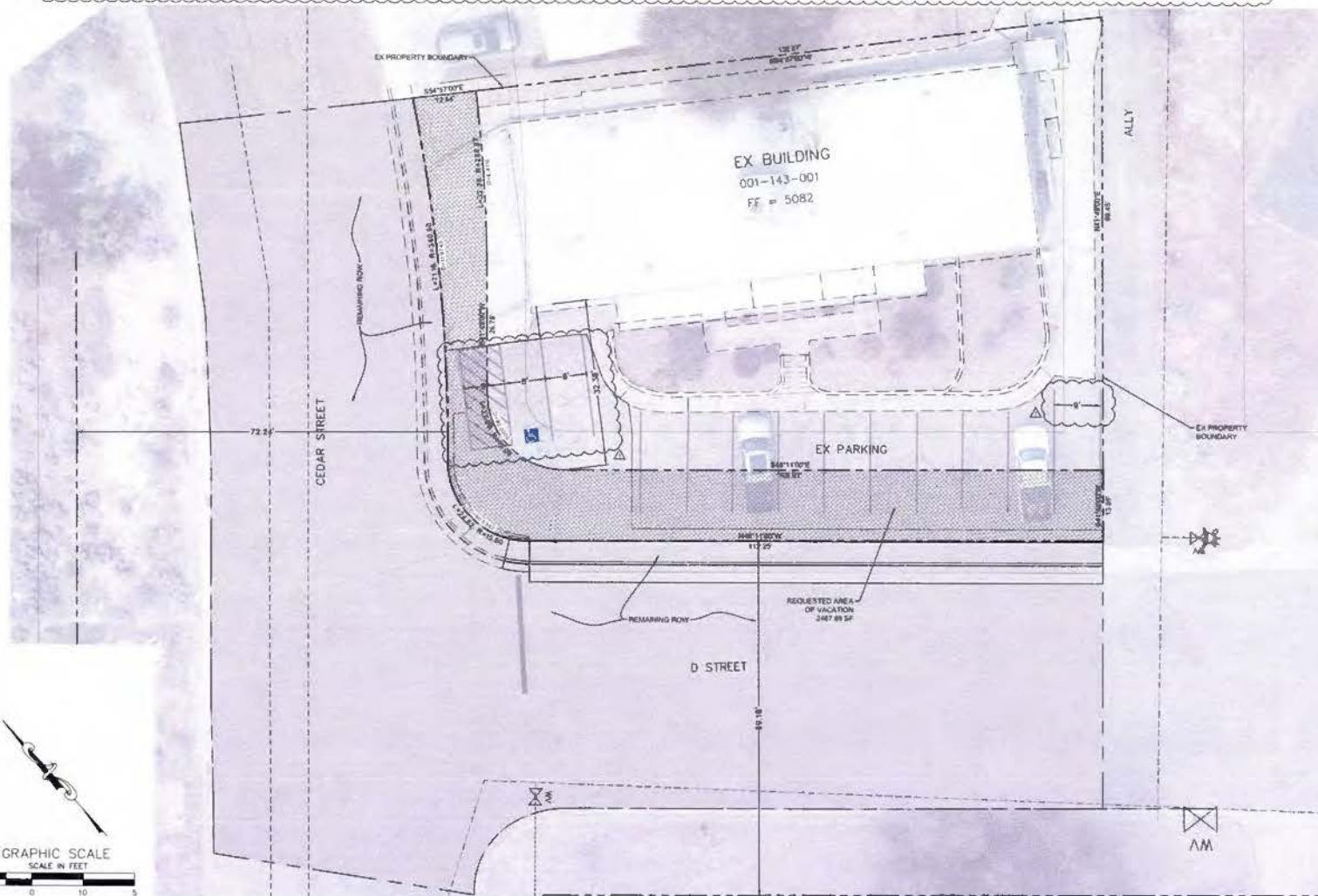
CONSTRUCTION CLASSIFICATION TYPE III

LANDSCAPING


3-2-75 - PG. C COMMERCIAL DISTRICTS
(2) LANDSCAPING

6. FOR EVERY NEW CONSTRUCTION IN THE C. GENERAL COMMERCIAL ZONING DISTRICT WHICH IS OUTSIDE OF THE CENTRAL BUSINESS DISTRICT (CBD), FUTURE LANDSCAPE ARCHITECTS SHALL BE PROVIDED AN ADJUTANT TOTAL OF FIFTEEN PERCENT (15%) OF THE SURFACE AREA OF THE DEVELOPER PORTION OF THE PROPERTY FOR LOT SIZES ONE ACRE OR GREATER AND TEN PERCENT (10%) OF THE SURFACE AREA OF THE DEVELOPER PORTION OF THE PROPERTY FOR LOT SIZES SMALLER THAN ONE ACRE TO INCLUDE PROPORTY CONSISTING OF SEVERAL PARCELS WHICH FORM A SINGLE DEVELOPMENT. ADDITIONALLY, THE CITY MAY AT ITS DISCRETION REQUIRE THAT LANDSCAPED AREAS BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT, INCLUDING YARDS BETWEEN BUILDINGS, STRUCTURES AND THE ADJACENT STREET RIGHT OF WAY LANE. THE LANDSCAPING MAY INCLUDE, BUT IS NOT LIMITED TO, TREES, PLANTS, LAWN, GRASS, ROCKS, STONE, SAND, GRAVEL, MULCH, SHRUBS, TREES, SMALL DECIDUOUS TREES, TALL MAINTAINANCE SPECIES, OR COMBINATIONS WITH DECORATIVE HARD SURFACE MATERIALS SUCH AS, BUT NOT LIMITED TO, VOLCANIC ROCK, GRAVEL OR STONE, ARE ENCOURAGED AND MAY, WHERE APPROPRIATE, BE UTILIZED TO FULLFILL LANDSCAPE SURFACE REQUIREMENTS.

STREET FRONTAGE LF	207.25
2 1/2 SQ FT PER LF	518.13
EXISTING LANDSCAPING SQ FT	1,845.88



GRAPHIC SCALE
SCALE IN FEET



ENGINEERING

- ENGINEERING DESIGN & ANALYSIS
- CONSTRUCTION MANAGEMENT
- PROJECT MANAGEMENT
- CONSTRUCTION BUYING
- MATERIALS TESTING

4815TH STREET SUITE 201
 ELKS VILLAG 99017
 TEL: (907) 734-6399
 FAX: (907) 734-6399
 WWW.AAMENGINEERING.PHO

742 D STREET
TENANT IMPROVEMENT
ROW VACATION EXHIBIT

[illegible]

C4

DATE	AUGUST 2018
DRAWN BY	RSR
DESIGNED BY	AKM
CHECKED BY	AKM
JOB NO.	



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 4, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 4, 2018 pursuant to Section 8-7-3 B. of City Code:

Vacation No. 2-18, filed by A.M. Engineering, LLC, for the vacation of a portion of D Street and W. Cedar Street right-of-way abutting APN 001-143-001, consisting of an area approximately 2,467.89 square feet, and matters related thereto.

The subject property is located generally on the east corner of the intersection of W. Cedar and D Street. (APN 001-143-001)

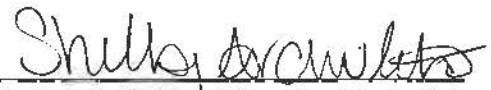
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 2-18 subject to the conditions listed in the City of Elko Staff Report dated November 20, 2018, with and additional condition, listed as follows:

- 1. The applicant is responsible for all costs associated with the recordation of the vacation.**
- 2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
- 3. A 7.5 foot wide utility easement is required on the proposed West Cedar Street and D. Street alignment and shall be included in the City Council order vacating the right-of-way.**

The Planning Commission's findings to support its recommendation are the proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive. Strict conformance with the Master Plan under Section 8-7 is not required. The vacation and commercial land use is consistent with existing land uses in the immediate vicinity. The proposed vacation is in conformance with the City of Elko Master Plan Transportation Component. The area proposed for vacation is not located within the Redevelopment Area. The proposed vacation is in conformance with Section 3-2-4 of City Code. The proposed vacation is in conformance with City Code 3-2-10(B). The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City Code. The proposed vacation will not materially injure the public and is in the best interest of the City.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/4

Do not use pencil or red pen, they do not reproduce

Title: Vacation No. 2-18

Applicant(s): A.M. Engineering

Site Location: 742 D Street - APN 001-143-001

Current Zoning: C Date Received: 10/31/18 Date Public Notice: N/A

COMMENT: This is to vacate a portion of the D Street
and Cedar Street right-of-way adjacent to ~~the~~ APN
001-143-001

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/26/18

Recommend approval as presented by
Staff.

SAW

Initial

City Manager: Date: 11/28/18

No comments/concerns.

CC

Initial



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

REPORT DATE:	November 20, 2018
PLANNING COMMISSION DATE:	December 4, 2018
AGENDA ITEM NUMBER:	I.B.1
APPLICATION NUMBER:	Vacation 2-18
APPLICANT:	A.M. Engineering
PROJECT DESCRIPTION:	APN 001-143-001

Vacation of a portion of D Street and a portion of Cedar Street right-of-way to allow for parking for 742 D. Street professional office building.



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact, conditions and waivers.

PROJECT INFORMATION

PARCEL NUMBER: 001-143-001

PARCEL SIZE: 9,662 sq. ft.

EXISTING ZONING: (C) General Commercial

MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density

EXISTING LAND USE: Developed, Professional Office Building

BACKGROUND:

1. A.M. Engineering owns the property.
2. The property has been vacant for more than 12 months, therefore, any legal non-conforming uses are invalid.
3. The property is fully developed with a professional office building.
4. The City Council accepted the petition for vacation at its November 13, 2018 meeting.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

North: Residential / Developed
East: Commercial / Developed
South: Commercial / Developed
West: Residential / Undeveloped

PROPERTY CHARACTERISTICS:

1. The property is currently developed.
2. The property has been vacant for more than 12 months and has lost any legal non-conforming use.
3. The property access is off of D Street.

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive
City of Elko Master Plan – Land Use Component
City of Elko Master Plan – Transportation Component
City of Elko Redevelopment Plan
City of Elko Code – Section 3-2-4 Establishment of Zoning Districts
City of Elko Code – Section 3-2-10 General Commercial Zoning District
City of Elko Code – Section 8-7 Street Vacation Procedures

NRS 278.479 to 278.480 inclusive

1. 278.480(4) If any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall, not less than 10 business days before the public hearing described in subsection 5.
2. NRS 278.480 (5) Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.31895.
3. Per NRS 278.480(6) Public utility companies have been notified of the vacation on November 14, 2018.
4. It does not appear that there are any City utilities located within the area proposed to be vacated.

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. C- General Commercial Zoning District is not listed as a corresponding zoning district for Medium Density.
3. Strict conformance with the Master Plan Land Use is not required for a vacation under Section 8-7.
4. The Master Plan was adopted after the property was developed and therefore is in error concerning the land use designation as Medium Density Residential.
5. The existing land use doesn't create a significant impact on traffic or other surrounding uses.

Strict conformance with the Master Plan under section 8-7 is not required. The vacation and commercial land use is consistent with existing land uses in the immediate vicinity.

MASTER PLAN - Transportation:

1. The area will be accessed from D Street.
2. Existing roadway width is not modified with the vacation.
3. D Street is identified as a Commercial Collector. The function of D Street is not consistent with this classification in the Master Plan Transportation component as the traffic counts are less.
4. Cedar Street is identified as a Residential Collector.
5. Remaining right-of-way for D Street is 69.18' and Cedar Street is 72.24'.

The proposed vacation is in conformance with the Master Plan Transportation component.

REDEVELOPMENT PLAN

The area proposed for vacation is located outside the Redevelopment Area.

ELKO CITY CODE SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS

The area proposed for vacation will be merged with the adjacent property. The existing zone district, C- General Commercial, does not stipulate a minimum lot area requirement. The vacation will add area to the lot of record.

The proposed vacation is in conformance with Section 3-2-4 of City code.

ELKO CITY CODE SECTION 3-2-10 COMMERCIAL ZONING DISTRICTS

1. The area proposed for vacation will be merged with the adjacent property. The merged area meets requirements stipulated in code.

The proposed vacation is in conformance with Section 3-2-10 of City code.

ELKO CITY CODE SECTION 8-7 STREET VACATION PROCEDURES

1. The proposed vacation is being processed independent of the proposed development of the property.
2. A 7.5 foot wide utility easement is required on the proposed West Cedar Street and D. Street alignment and shall be included in the City Council order vacating the right-of-way.

The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code.

FINDINGS

1. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
2. Strict conformance with the Master Plan under section 8-7 is not required. The vacation and commercial land use is consistent with existing land uses in the immediate vicinity.
3. The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
4. The area proposed for vacation is not located within the Redevelopment Area.
5. The proposed vacation is in conformance with Section 3-2-4 of City code.
6. The proposed vacation is in conformance with City Code 3-2-10(B).
7. The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code.
8. The proposed vacation will not materially injure the public and is in the best interest of the City.

STAFF RECOMMENDATION:

Staff recommends forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions:

1. The applicant is responsible for all costs associated with the recordation of the vacation.
2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.

**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A PORTION OF THE PUBLIC RIGHT-OF-WAY LOCATED
GENERALLY ON THE EAST CORNER OF THE INTERSECTION OF D STREET
AND CEDAR STREET, ADJACENT TO APN 001-143-001, ALL WITHIN THE CITY
OF ELKO, STATE OF NEVADA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elko intends to vacate a portion of the public right-of-way located generally on the east corner of the intersection of D Street and Cedar Street, adjacent to APN 001-143-001, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. AM Engineering, LLC. The portion of the public right-of-way to be vacated is more particularly described as follows:

A parcel of land in Lot 11, Block 59R of the Sunset Heights Subdivision of the First Addition to the City, formerly Town, of Elko, Nevada more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 11,

Thence South $41^{\circ}49'00''$ West 13.89 feet;

Thence North $48^{\circ}11'00''$ West 112.25 feet;

Thence along a curve to the right, said curve having a radius of 15.50 feet and a length of 24.52 feet;

Thence along a curve to the left, said curve having a radius of 340.50 feet and a length of 71.16 feet;

Thence South $54^{\circ}57'00''$ East 12.44 feet;

Thence along a non-tangent curve to the right, said curve having a radius of 288.57 feet, a length of 32.29 feet and a chord bearing South $38^{\circ}10'19''$ West a distance of 31.67 feet;

Thence South $41^{\circ}49'00''$ West 26.76 feet;

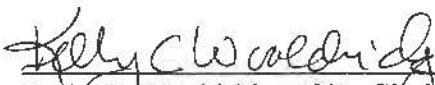
Thence along a curve to the left, said curve having a radius of 15.00 feet and a length of 23.56 feet;

Thence South $48^{\circ}11'00''$ East 105.01 feet to the Point of Beginning, said parcel consisting of 2467.89 square feet (0.05 acres), more or less.

The basis of bearing for this description is the westerly line of Lot 11, Block 59R of the Sunset Heights Subdivision to the First Addition to the City of Elko.

AND that the Elko City Council shall further consider the advisability of the vacation of the public right-of-way, and the adoption of a Resolution and Order vacating the same with the reversion of title as above stated at a meeting of said Council to be held in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, on January 8, 2019 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 20th day of December 2018.



Kelly C. Wooldridge, City Clerk

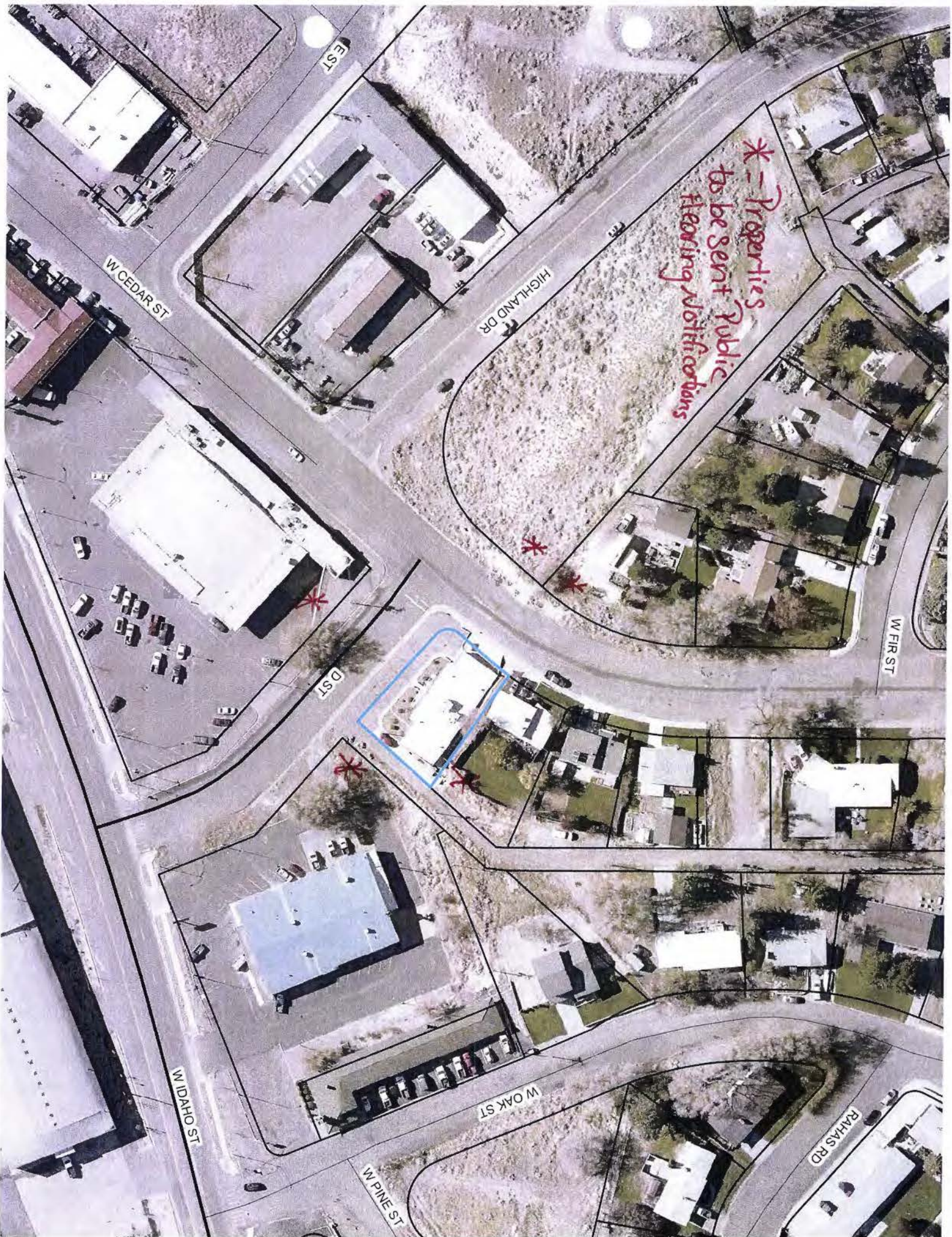
PUBLISH: December 25, 2018

Vac 2-18 AM Engineering

YPNO	PANAME	PMADD1	PMAOD2	PMCTST	PZIP
001144002	ALBANO PROPERTIES LLP	C/O JOHN K ALBANO	3585 WILD MOUNTAIN RD	POCATELLO ID	83204-5030
001142006	ELKO, CITY OF NOT P.C.		1755 COLLEGE AVE	ELKO NV	89801
001142005	LINO, JAMES R & CATHERINE A TR		390 W FIR ST	ELKO NV	89801-2931
		C/OCVS PHARMACY-			
001134001	PUCCINELLI, GERTRUDE F TR ET AL	SAFEWAY8801-01	200 HIGHLAND CORPORATE DRIVE	CUMBERLAND RI	02864-1786
001143002	TOLHURST, ZACKARY RICK & DANI R		475 W CEDAR ST	ELKO NV	89801-2924

(4)

Mailed 12/21/18





CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 14, 2018

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 2-18

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by AM Engineering to vacate a portion of the D Street and Cedar Street right-of-way located generally on the northwest and southwest side of APN 001-143-001. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 14, 2018

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190

SUBJECT: Proposed Vacation No. 2-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by AM Engineering to vacate a portion of the D Street and Cedar Street right-of-way located generally on the northwest and southeast side of APN 001-143-001. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

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1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 14, 2018

Satview Broadband
Mr. Tariq Ahmad
PO Box 18148
Reno, NV 89511

And VIA EMAIL: taroil@yahoo.com

SUBJECT: Proposed Vacation No. 2-18

Dear Mr. Ahmad:

Please be advised that the City of Elko Planning Department is processing a request filed AM Engineering to vacate a portion of the D Street and Cedar Street right-of-way located generally on the northwest and southwest side of APN 001-143-001. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

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Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 14, 2018

Frontier Communication

Mr. William Whitaker

111 W. Front Street

Elko, NV 89801

SUBJECT: Proposed Vacation No. 2-18

Dear Mr. Whitaker:

Please be advised that the City of Elko Planning Department is processing a request filed by AM Engineering to vacate a portion of the D Street and Cedar Street right-of-way located generally on the northwest and southwest side of APN 001-143-001. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta

Planning Technician

sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 14, 2018

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 2-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Am Engineering to vacate a portion of the D Street and Cedar Street right-of-way located generally on the northwest and southwest side of APN 001-143-001. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures

Shelby Archuleta

From: Pamela Lattin <p.lattin@canyonconstructionco.com>
Sent: Monday, November 26, 2018 2:09 PM
To: Shelby Archuleta
Cc: Ann Nisbet; Dan Bilbao; Ira Rackley; Jim Meeks; Mike Lattin; Seana Davis
Subject: Proposed Vacation No. 2-18

Shelby, please be advised that Michael W. Lattin, VP-Field Operations, has reviewed your letter of November 14, 2018, Re: Proposed Vacation No. 2-18 and has determined that Elko Heat Company has no present or future interests in the area of the northwest and southwest sides of APN 001-143-001 (D Street and Cedar Street right-of-way). This email complies with NRS 278.480(6).

Pamela Lattin
Secretary/Treasurer
Elko Heat Company
Canyon Construction Company
PO Box 2030 Elko, NV 89801
775.738.2210 x 106
775.934.1934 (cell)



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 14, 2018

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 2-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by AM Engineering to vacate a portion of the D Street and Cedar Street right-of-way located generally on the northwest and southwest side of APN 001-143-001. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 4, 2018. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s): A. M. Engineering

MAILING ADDRESS: 445 5th Street, Elko, NV 89801

PHONE NO (Home) 775-848-8940

(Business) 775-738-3113

NAME OF PROPERTY OWNER (If different): Aaron Martinez

(Property owner's consent in writing must be provided.)

MAILING ADDRESS: 445 5th Street, Elko, NV 89801

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):

ASSESSOR'S PARCEL NO.: 001-143-001 **Address** 472 D Street

Lot(s), Block(s), & Subdivision Lot 11, Block 59R, Sunset Heights Subdivision

Or Parcel(s) & File No.

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

OCT 31 2018

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

City of Elko 1753 College Ave. Elko, NV 89801

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

A.M. Engineering LLC 472 D Street Elko, NV 89801

(Name)

(Address)

1. Describe the nature of the request: A.M. Engineering is requesting the vacation of right of way due to the property losing existing legal non-conforming usage status. In order to obtain parking and ADA parking, per city code, we are requesting vacation per drawing C4.
2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: The area being requested for vacation does not contain any utilities according to the City of Elko Master Utility Map.

Use additional pages if necessary

This area intentionally left blank

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not effect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent Aaron Martinez
(Please print or type)

Mailing Address 445 5th St., Ste. 201
Street Address or P.O. Box

Elko, NV 89801
City, State, Zip Code

Phone Number: 775-738-3113

Email address: aaron@amengineering.pro

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 2-18 **Date Filed:** 10/31/18 **Fee Paid:** 600.⁰⁰ ck 1258

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Preliminary Plat No. 13-18, filed by Koinonia Construction, for the development of a subdivision entitled Copper Trails Phase 2 involving the proposed division of approximately 19.194 acres of property into 29 lots and a remainder parcel for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered the preliminary plat on December 4, 2018, and took action to forward a recommendation to Council to conditionally approve Preliminary Plat No. 13-18. CL**
6. Budget Information:

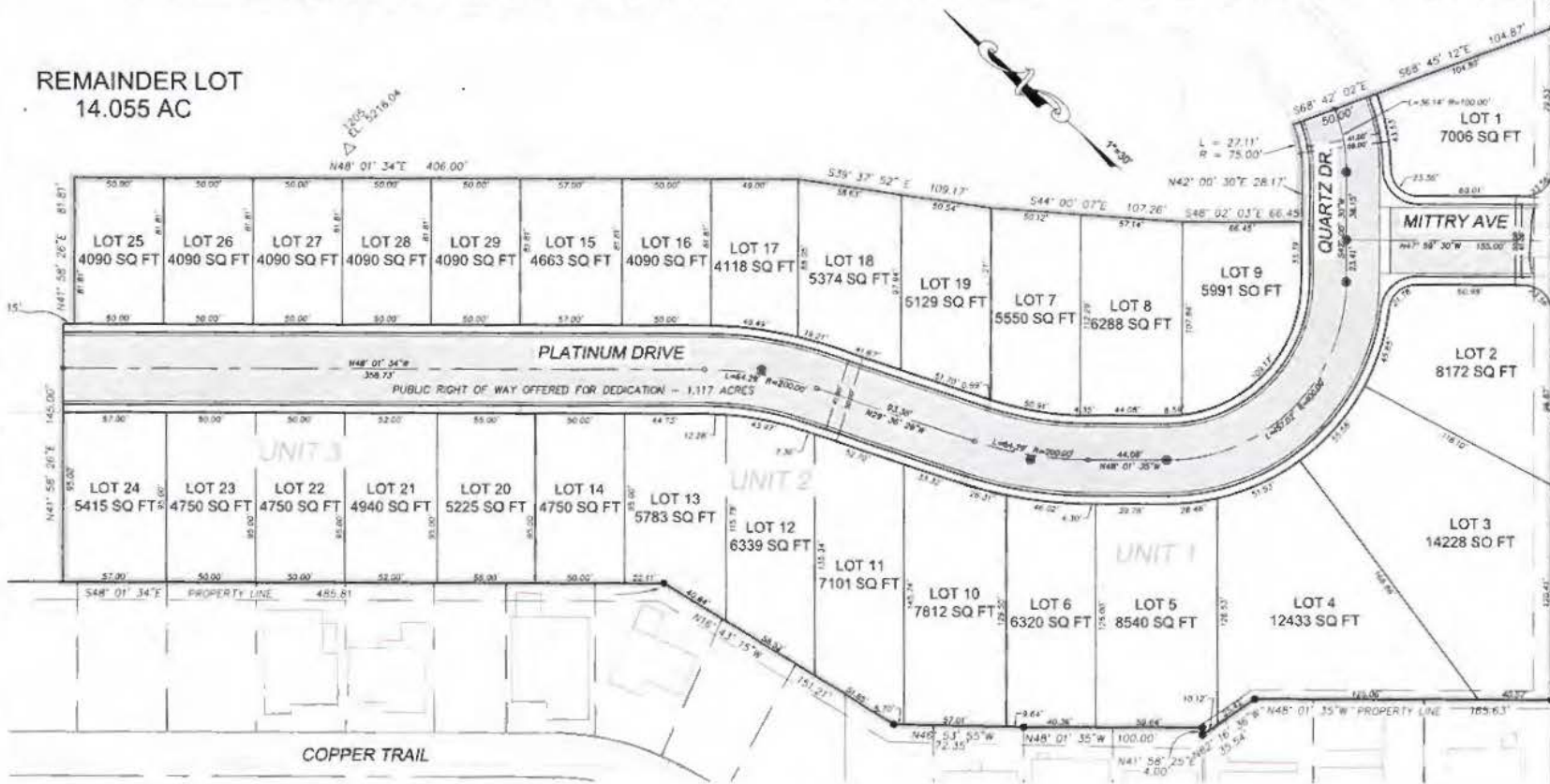
Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, P.C. action report, Staff Report and related correspondence**
9. Recommended Motion: **Conditionally approve Preliminary Plat No. 13-18 for the Copper Trails Phase 2 Subdivision subject to the conditions as recommended by the Planning Commission and with the following modification from standards:**

Section 3-3-13(F) - Lots 1, 2, & 3 are approved as double fronts lots with access restricted to Platinum Drive for lots 2 & 3 and Quartz Drive for lot 1.
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Elko County School District and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Koinonia Construction LLC
207 Brookwood Dr.
Elko, NV 89801**

**Carter Engineering
P.O. Box 794
Elko, NV 89803
lanalcarter@live.com**

PRELIMINARY PLAT - COPPER TRAILS PHASE 2

REMAINDER LOT
14.055 AC



PROJECT INFORMATION

- [illegible]



LEGEND

- KNOTTED SHEATH 20-40% MAXIMUM
 KNOTTING SHAPES: BUCKLE LINE
 KNOTTING CLUMP BUILT
 KNOTTING STORM SPIN
 KNOTTING STORM BUCKLE SHAPES
 KNOTTING BAIL LINE
 KNOTTING HITCH LINE
 KNOTTING HITCH LINE
 KNOTTING FIVE POINTS
 KNOTTING TELEPHONE POSTS
 KNOTTING OVER HEAD POWER LINE
 KNOTTING POWER AIR
 PROPOSED STREET MONUMENT
 CAPTIVE STREET MONUMENT
 PROPERTY CORNER
 CALCULATED POINT NOTWIDE TO BE



PROJECT CONTACTS

OWNER-DEVELOPER	CIVIL ENGINEER
<p>COPPER TRAILS, LLC KOINONGA CONSTRUCTION, LLC 207 BROOKWOOD DRIVE ELKO, NEVADA 89601 CONTACT: LUKE FITZGERALD (775) 363-6192</p>	<p>CARTER ENGINEERING, LLC P.O. BOX 784 ELKO, NEVADA 89601 CONTACT: LANA L. CARTER, P.E. (775) 397-2533</p>

ENGINEER'S CERTIFICATION

I, LANA L. CARTER, A REGISTERED PROFESSIONAL CIVIL ENGINEER IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT THIS PRELIMINARY PLAN HAS BEEN PREPARED UNDER MY DIRECTION AND WAS COMPLETED ON THE 15TH DAY OF NOVEMBER, 2015.



SAVAL CARTER PE

10 20 30 40 50 60 70 80 90 100 110 120

SCALE: 1"=30'

FIELD DEVELOPMENT

FI KÖNVELOPMENT PARTNERS LLC

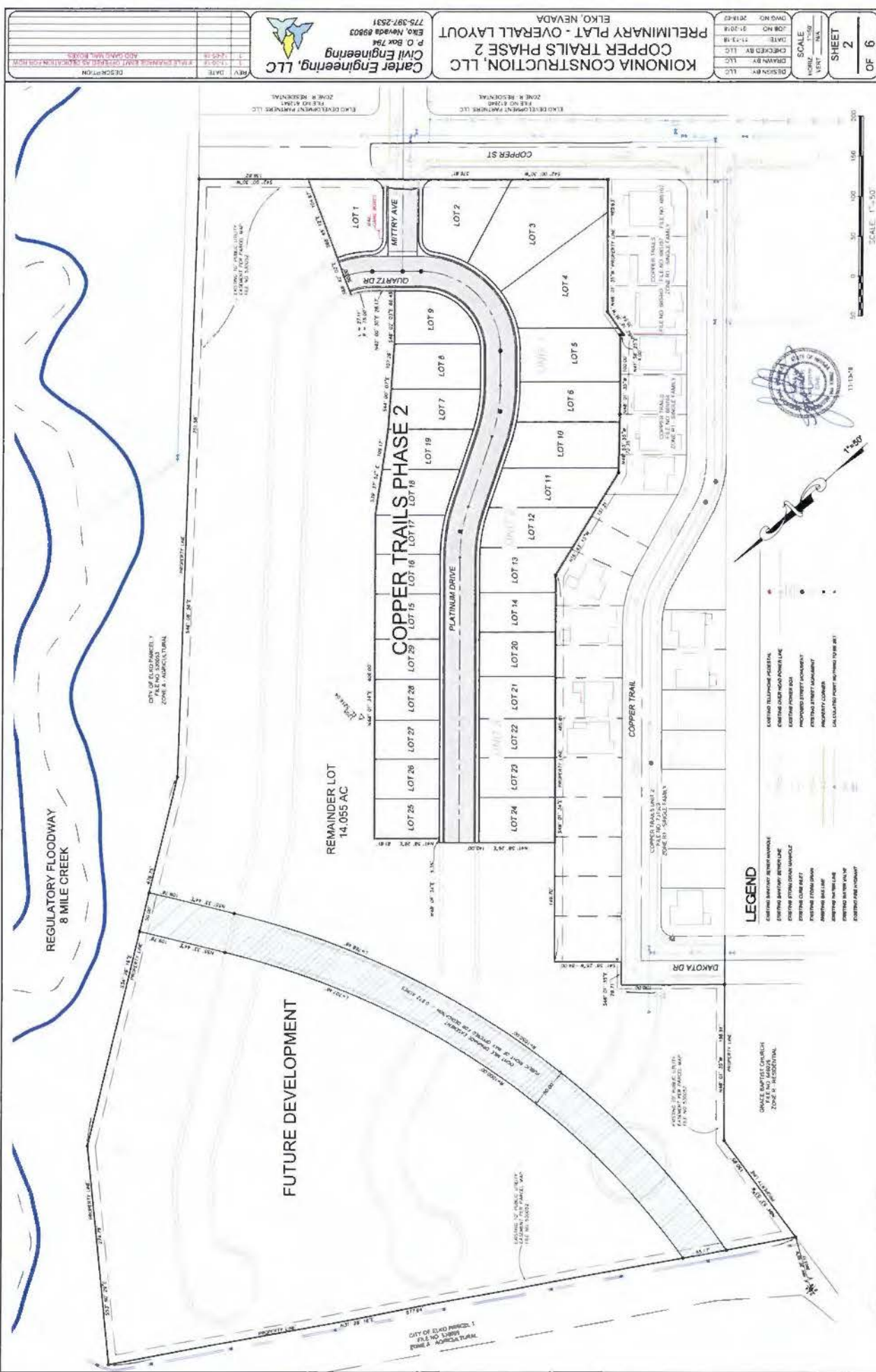
KOINONIA CONSTRUCTION, LLC
COPPER TRAILS PHASE 2
PRELIMINARY PLAT - LAYOUT
ELKO, NEVADA

Carler Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

DESIGN BY	LLC
DRAWN BY	LLC
CHECKED BY	LLC
DATE	11-13-18
JOB NO.	01-2018
DWG NO.	2018-02

SCALE	
HORIZ	1"=30'
VERT	N/A

SHEET	
1	
OF 6	

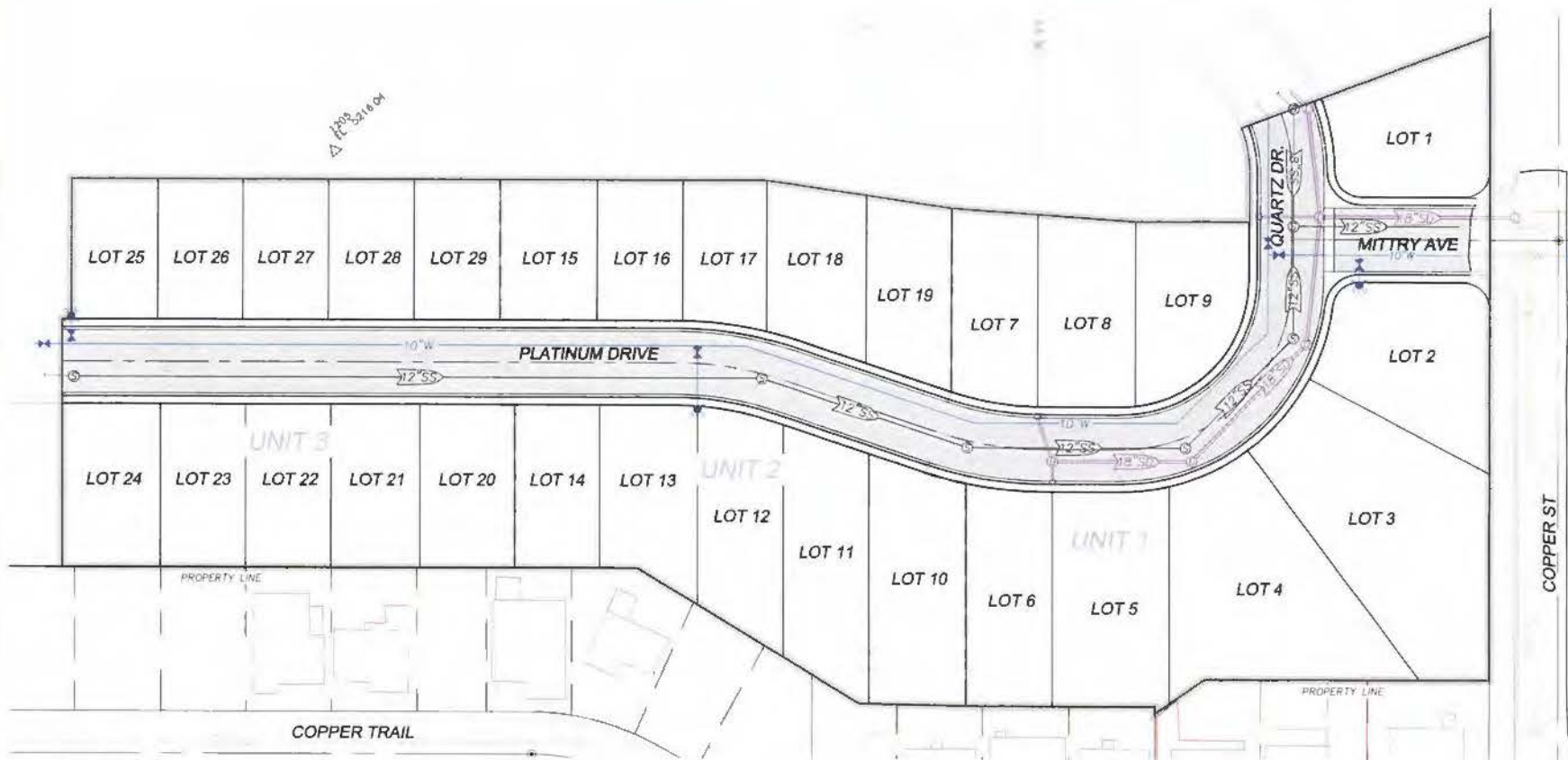


COINONIA CONSTRUCTION, LLC
 PRELIMINARY PLAT - OVERALL LAYOUT
 ELKO, NEVADA

Carter Engineering, LLC
 Civil Engineering
 P.O. Box 794
 Elko, Nevada 89803
 775-397-2531

DESIGN BY: COINONIA CONSTRUCTION, LLC
CHECKED BY: ASHLEY L. LEE
DATE: 01-07-2024
SCALE: 1"=50'
SHEET: 2
OF 6

DESCRIPTION: PRELIMINARY PLAT - OVERALL LAYOUT
DATE: 01-07-2024
BY: ASHLEY L. LEE
CHECKED BY: ASHLEY L. LEE
DATE: 01-07-2024



WATER NOTES:

1. ALL WATER MAINS SHALL BE 12" DIA. (12") OR 16" DIA. (16")
2. ALL WATER SERVICE LINES SHALL BE 1" IPS DWV POLYETHYLENE
3. ALL WATER LINE FITTINGS SHALL BE UNION JOINT
4. ALL WATER LINES SHALL BE PLACED WITH 4" OF MINIMUM COVER
5. ALL WATER LINES SHALL BE 1" DIA.
6. ALL NEW FIRE HYDRANTS WILL BE EQUIPPED WITH STURDIFIT VALVE
7. A MINIMUM OF 1' EIGHT SEPARATION WILL BE ALLOWED BETWEEN WATER TAPS AND HYDRANT TAPS
8. A MINIMUM OF 2' EIGHT SEPARATION WILL BE ALLOWED BETWEEN WATER TAPS AND HYDRANT TAPS
9. WATER AND SEWER LATERALS WILL BE IN SEPARATE TRENCHES AND LOCATED AT LEAST 4' APART OR ASURE FROM OUTSIDE TANKS
10. HOT TAPS SHALL BE PERFORMED BY THE CITY OF ELKO UTILITIES DEPARTMENT. THE CONTRACTOR SHALL SUPPLY TRENCH AND MATERIALS FOR THE HOT TAP. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THIS WORK WITH THE CITY OF ELKO
11. WATER SERVICE FOR LOT 1 SHALL BE FROM MAIN LINE IN MITTRY AVENUE

SANITARY SEWER NOTES:

1. ALL SEWER LINES SHALL BE 8" DIA. (8")
2. 12" DIA. CABLE SHALL BE LATERAL CONNECT TO THE SANITARY MAIN LINE ON THE LOT OF THE PIPE
3. SEWER LATERALS TO BE 4" DIA. AND SHALL HAVE A MINIMUM SLOPE OF 2% FOR 100 FEET

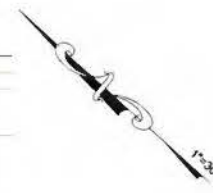
STORM DRAIN NOTES:

1. ALL STORM DRAIN LINES SHALL BE 12" DIA. (12") OR APPROVED EQUAL

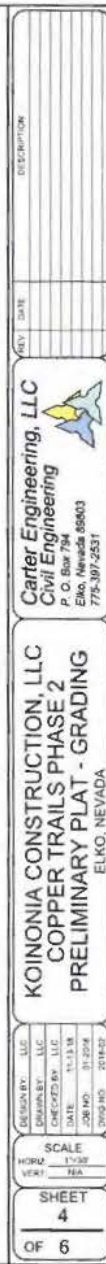
LEGEND

EXISTING SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER LINE
PROPOSED SANITARY SEWER MANHOLE
PROPOSED SANITARY SEWER LINE
FUTURE SANITARY SEWER MANHOLE
FUTURE SANITARY SEWER LINE
EXISTING CURB INLET
EXISTING STORM DRAIN
EXISTING STORM DRAIN MANHOLE
PROPOSED TYPE A IN CURB INLET
PROPOSED STORM DRAIN
PROPOSED STORM DRAIN MANHOLE
FUTURE TYPE A IN CURB INLET
FUTURE STORM DRAIN

EXISTING GULLY LINE
EXISTING WATER LINE
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
PROPOSED WATER LINE
PROPOSED WATER VALVE
PROPOSED FIRE HYDRANT
FUTURE WATER LINE
FUTURE WATER VALVE
FUTURE FIRE HYDRANT
EXISTING TELEPHONE PEDESTAL
EXISTING OVERHEAD POWER LINE
EXISTING POWER BOX



DESIGN BY: LLC	CHECKED BY: LLC	DATE: 11-13-18	JOB NO: 17-2018	DATE: 11-13-18
<p>Carter Engineering, LLC Civil Engineering P.O. Box 794 Elko, Nevada 89803 775-397-2531</p>				
<p>KOINONIA CONSTRUCTION, LLC COPPER TRAILS PHASE 2 PRELIMINARY PLAT - UTILITIES ELKO, NEVADA</p>				
<p>SCALE: 1"=30'</p>				
<p>SHEET 3 OF 6</p>				



- THE ESTIMATED EARTHWORK QUANTITIES ARE AS FOLLOWS:
- EXCAVATION: 1,000.00 C.Y.T.
- EMBANKMENT: 1,000.00 C.Y.T.
- THE ABOVE QUANTITIES ARE FOR WORK DONE EXACTLY WITH A 1:1 SLOPE. THEREIN, THE SLOPE HAS NOT BEEN CONSIDERED.
- AND ADJUSTED TO SLOPE ELEVATIONS.
- THE FINAL GRADES OF THE LOT ARE TO BE DONE TO MATCH THE ADJACENT LOT DRAINAGE.
- IS ADJACENT TO STREETS SHALL NOT EXCEED 3:1.
- EXCAVATION SHALL NOT EXCEED 2:1.
- THE PROJECT IS LOCATED IN A RESIDENTIAL EXCAVATION. THE DESIGN IS SUBJECT TO SUBMIT GRADING PLANS FOR THE TYPES AND THE SLOPE RATES ARE MADE KNOWN.
- THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY CONDUCTED AT A HIGH OF 10.00 FEET ABOVE D.M. TO 1.00 FEET.
- FINAL GROUND SHALL EXISTENCE OF SLOPE TO DRAINAGE BY DRAINAGE.

EXISTING SANITARY RISER ABOVE
EXISTING SANITARY RISER LINE
EXISTING STORM DRAIN MANHOLE
EXISTING CURB INLET
EXISTING STORM DRAIN
EXISTING GAS LINE
EXISTING WATER LINE
EXISTING WATER MAIN
EXISTING FIRE HYDRANT
EXISTING TELEPHONE CABLE

EXISTING OVERHEAD POWER LINE

EXISTING POWER BOX

EXISTING CIRCULAR CIRCULAR

PITCHER/SHADE CONTAINER

SPOT ELEVATION

APPROX. OF 20 CM

EXISTING POWER LINE

10' 0"

10' 0"

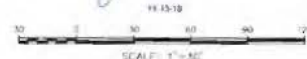
10' 0"

10' 0"

ABBREVIATIONS FOR SPOT ELEVATIONS

TO EXISTING GRADE

FROM GRADE



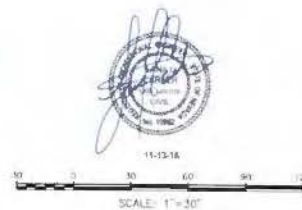


NOTES:

1. THE ESTIMATED EARTHWORK QUANTITIES ARE AS FOLLOWS:
UNCLASSIFIED EXCAVATION = 1.00 CUBIC YARD
UNCLASSIFIED EMBANKMENT = 1.00 CUBIC YARD
THE ABOVE QUANTITIES ARE BASED ON THE ASSUMPTION THAT THE EXISTING GROUND SURFACE IS AS SHOWN ON THE SITE PLAN. ANY CHANGES TO THE GROUND SURFACE SHALL BE NOTED ON THE SITE PLAN.
2. ADD 10% TO SPOT ELEVATIONS.
3. THE FINAL GRADING OF THE LOTS SHALL BE DONE TO ELIMINATE CROSS SLOPE DRAINAGE.
4. SLOPES ADJACENT TO STREETS SHALL NOT EXCEED 3:1.
5. INTERIOR SLOPES SHALL NOT EXCEED 2:1.
6. THIS PROJECT REQUIRES EROSION CONTROL. THE DEVELOPER AGREES TO SUBMIT EROSION CONTROL PLANS FOR THESE SITES. ALL THESE LOCATIONS ARE SHOWN HEREON.
7. THE EXISTING LOT AREA FOR EACH LOT IS SHOWN ON THIS PLAN. THE EXISTING LOT AREA FOR EACH LOT IS SHOWN ON THIS PLAN.

LEGEND

EXISTING SANITARY SEWER MAIN	—
EXISTING SANITARY SEWER LIFT	—
EXISTING STORM DRAIN MAIN	—
EXISTING STORM DRAIN LIFT	—
EXISTING WATER MAIN	—
EXISTING WATER VALVE	—
EXISTING FIRE HYDRANT	—
EXISTING TELEPHONE PEDESTAL	—
EXISTING OVERHEAD POWER LINE	—
EXISTING POWER POLE	—



DESIGN BY: LLC	CHECKED BY: LLC	DATE: 11-13-16	JOB NO: 01-2016	DATE: 01-13-16
KONIONIA CONSTRUCTION, LLC COPPER TRAILS PHASE 2 PRELIMINARY PLAT - CUT AND FILL ELKO, NEVADA				
Carler Engineering, LLC Civil Engineering P.O. Box 754 Elko, Nevada 89803 775-597-2551				
SCALE: 1" = 30'	SHEET 5 OF 6			



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 4, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 4, 2018 per City Code Section 3-3-5(D)4.:

Preliminary Plat No. 13-18, filed by Koinonia Construction, Inc., on behalf of Copper Trails, LLC, for the development of a subdivision entitled Copper Trails Phase 2 involving the proposed division of approximately 19.194 acres of property into 29 lots and a remainder parcel for residential development within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto.

The subject property is located generally northwest of the intersection of Copper Street and Mittry Avenue. (APNs 001-610-114)

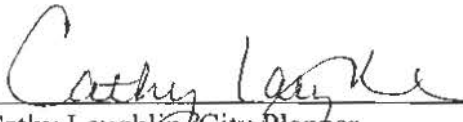
WHEREAS, the Planning Commission, upon review and consideration of the application, supporting data, public input and testimony, forward a recommendation to City Council to conditionally approve Preliminary Plat No. 13-18 subject to the conditions found in the City of Elko Staff Report dated November 21, 2018, with modifications to Conditions No. 4 and 15, listed as follows:

1. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
2. Planning Commission recommendation for approval of zone amendment 8-18 in conjunction with hearing of the tentative plat application.
3. City Council approval of the proposed zone amendment is required prior to City Council approval of the Tentative Map.
4. City Council approval of the amendment to the approved Development Agreement to include Phase 2 is required as a condition for City Council approval of the tentative map.
5. Tentative map approval constitutes authorization for the sub-divider to proceed with preparation of the final map and associated construction plans.
6. Tentative map approval does not constitute authorization to proceed with site improvements, with the exception of authorized grading, prior to approval of the construction plans by the City and the State.
7. The applicant submits an application for final map within a period of four (4) years in accordance with NRS 278.360(1)(a). Approval of the tentative map will automatically lapse at that time.

8. A soils report is required with final map submittal.
9. Final map construction plans improvements are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Chapter 9-8 of City code.
11. The Utility Department will issue an Intent to serve letter.
12. A note shall be added to the final map restricting the access for Lots 2 & 3 limited to Platinum Drive and Lot 1 to be limited to Quartz Drive.
13. A modification from standards for full road improvements on Copper Street shall be approved by the City Council.
14. Revise the tentative map to show a drainage easement for the extension of the Eight Mile spillway prior to City Council consideration of the tentative map.
15. Address comments in the staff letter dated December 3, 2018.

The Planning Commission's findings to support its recommendation are the proposed subdivision and development is in conformance with the Land Use Component of the Master Plan. The proposed subdivision and development is in conformance with the Transportation Component of the Master Plan. The proposed subdivision and development does not conflict with the Airport Master Plan. The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report – November 2012. The property is not located within the Redevelopment Area. The proposed subdivision and development are in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programmed sewer system and all street drainage will report to a storm sewer system. A zoning amendment is required due to the amendment to the development agreement to include the remainder lot, which has a dual zoning of R1 and R3. The proposed zoning of R from R1 doesn't change the design or requirements of the subdivision. In accordance with Section 3-3-5(E)(2) the proposed subdivision and development will not result in undue water or air pollution based on the following: a) There are no obvious considerations or concerns, which indicate the proposed subdivision would not be in conformance with all applicable environmental and health laws and regulations. b) There is adequate capacity within the City's water supply to accommodate the proposed subdivision. c) The proposed subdivision and development will not create an unreasonable burden on the exiting water supply. d) There is adequate capacity at the Water Reclamation Facility to support the proposed subdivision and development. e) The proposed subdivision and development will be connected to the City's programmed sanitary sewer system, therefore the ability of soils to support waste disposal does not require evaluation prior to Tentative Map approval. f) Utilities are available in the immediate area and can be extended for the proposed development. g) Schools, Fire and Police and Recreational Services are available throughout the community. h) The proposed subdivision and development is in conformance with applicable zoning ordinances and is in general conformance with the Master Plan based on the constraints of establishing reasonable grades for roadways, lot

grading, and slope maintenance. i) The proposed subdivision and development will not cause unreasonable traffic congestion or unsafe conditions with respect to existing or proposed streets. j) The area is not located within a designated flood zone. Concentrated storm water runoff has been addressed as shown on the grading plan. k) The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in the water holding capacity of the land, thereby creating a dangerous or unhealthy condition. The proposed subdivision submittal is in conformance with Section 3-3-6 of City Code with the following exception: Email address is not shown for subdivider or engineer. This is not a significant deficiency. The proposed subdivision is in general conformance with Section 3-3-9 of City Code. The proposed subdivision is in conformance with Section 3-3-10 of City Code. The proposed subdivision is in conformance with Section 3-3-11 of City Code. The proposed subdivision is in conformance with Section 3-3-12 of City Code. The proposed subdivision is in conformance with Section 3-3-13 of City Code with the approval of Lots 1, 2, & 3 as double front lots and access restricted to Platinum Drive for Lots 2 & 3 and Quartz Drive for Lot 1. The proposed subdivision is in conformance with Section 3-3-14 of City Code. The proposed subdivision is in conformance with Section 3-3-15 of City Code. The proposed subdivision and development is in conformance with Section 3-2-3 of City Code. The proposed subdivision and development is in conformance with Section 3-2-4 of City Code. The proposed subdivision and development is in conformance with Section 3-2-5(E)(2). Conformance with Section 3-2-5(E) is required as the subdivision develops. The proposed subdivision and development is in conformance with Section 3-2-5(G) of City Code with the approved Development Agreement. The proposed subdivision and development is in conformance with Section 3-2-17. Conformance with Section 3-2-17 is required as the subdivision develops. The proposed subdivision and development is not located in a designated special flood hazard area and is in conformance with Section 3-8 of City Code.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk



City of Elko – Assistant City Manager
1751 College Avenue
Telephone: 775.777.7211
Facsimile: 775.777.7219

December 3, 2018

Ms. Lana Carter, P.E.
Carter Engineering
POB 794
Elko, NV 89803

Re: Copper Trails Phase 2

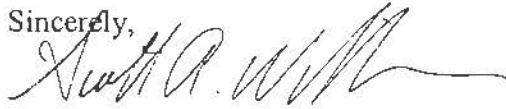
Dear Ms. Carter,

The City of Elko has reviewed the above referenced project and has the following comments:

1. Identify the gang box location. The gang box location should accommodate the proposed build out of the future phases. To be shown on the construction plans required for final map submittal.
2. A survey monument will be required at the intersection of Mittry Avenue and Copper Street if one does not exist. The monument, if required, is to be shown on the final map.
3. Contact the Utility Department for a possible oversize agreement for the sanitary sewer upon final map approvals.
4. The eight mile drainage easement is to be of record with the phase 2 approval process.
5. The Agreement to Develop Land requires amendment by ordinance. The city wishes to add a requirement to the development standards that all lots up gradient of the eight mile drainage easement will have bottom of finished floor elevations two feet above the finished grade at back of curb to ensure structure protection in the event of alluvial flooding from a spillway over flow.
6. Ensure the proposed drainage swale on the north side of the area does not conflict with the location and bury depth of the existing water line. Ensure proper approvals are in place for construction of the drainage swale.
7. Slope stabilization is required. Consider riprap rather than revegetation.

Please contact me at 775.777.7211 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Wilkinson", with a long horizontal flourish extending to the right.

Scott A. Wilkinson
Assistant City Manager

CC: City of Elko - File



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

REPORT DATE:	November 21, 2018
PLANNING COMMISSION DATE:	December 4, 2018
AGENDA ITEM NUMBER:	I.A.7
APPLICATION NUMBER:	Tentative Map 13-18
APPLICANT:	Koinonia Construction, LLC
RELATED APPLICATIONS:	Rezone 8-18

A Tentative Map for the proposed division of approximately 19.194 acres of property into 29 lots and one remainder parcel for residential development within an R1 (Single Family Residential) Zoning District



STAFF RECOMMENDATION:

RECOMMEND to CONDITIONALLY APPROVE subject to findings of fact and conditions stated in this report.

PROJECT INFORMATION

PARCEL NUMBERS: 001-610-114

PARCEL SIZE: 19.194 Acres

EXISTING ZONING: (R1) Single Family Residential & (R3) Multiple Family Residential pending approval of Rezone application 8-18 to (R) Single Family and Multiple Family Residential

MASTER PLAN DESIGNATION: (RM) Residential Medium Density

EXISTING LAND USE: Vacant

NEIGHBORHOOD CHARACTERISTICS:

The property is bordered by:

- Northwest: Agriculture (AG) / Undeveloped
- Northeast: Agriculture (AG) / Undeveloped
- Southwest: Residential (R) / Developed
- Southeast: Residential (R) / Undeveloped

PROPERTY CHARACTERISTICS:

- The property is currently undeveloped and moderately sloping throughout the area.
- The property can be accessed from Copper Street.

MASTER PLAN:

Applicable Master Plan Sections, Coordinating Plans, and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Airport Master Plan
- City of Elko Development Feasibility, Land use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report - November 2012
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Chapter 3-3 Subdivisions
- City of Elko Zoning – Section 3-2-3 General Provisions
- City of Elko Zoning – Section 3-2-4 Zoning Districts
- City of Elko Zoning – Section 3-2-5, Residential Zoning Districts
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND INFORMATION

1. The property owner is Copper Trails LLC. Koinonia Construction has written authorization from the owner to file the application on its behalf.
2. The area proposed for subdivision is identified as APN 001-610-114.
3. The area is undeveloped.
4. The area is located east of Copper Street and the intersection of Mittry Avenue.
5. The area proposed for subdivision is a continuation of the Copper Trails subdivision.
6. A Stage I meeting for the proposed subdivision was on March 1, 2018. A second Stage I meeting was held on March 19, 2018 where a revised subdivision was proposed.
7. The area proposed for subdivision and additional area is incorporated into an Agreement to Develop Land (Ordinance 755). The agreement was amended by Ordinance 769. The agreement contains stipulations providing for additional amendments to include the area proposed for subdivision and provide for development under the provisions included in the agreement. The layout of the subdivision is based on development standards stipulated in the agreement (i.e. lot widths are 50 feet vs. 60 feet).
8. The area proposed for subdivision is located within the R1-Single Family Residential zone district and R3 – Multi-Family Residential.
9. The applicant has applied for a zone amendment to R- Single Family and Multiple Family Residential which will be presented to Planning Commission on December 4, 2018.
10. The total area is approximately 19.194 acres in size. The Tentative Map includes 5.139 acres to be subdivided into lots. A remainder lot of 14.055 acres will remain for future development.
11. The Tentative Map shows a total of 29 lots with one remainder. The proposed density is approximately 5.64 units per acre.
12. Phasing of the subdivision is proposed with three phases. Unit 1 will consist of nine lots. Unit two will consist of ten lots. Unit 3 will consist of ten lots.
13. Approximately 1.117 acres are being offered for dedication. The dedication includes Mittry Avenue, Platinum Drive and Quartz Drive.
14. Copper Street was developed on the north side to a point beyond the Mittry Avenue and Copper Street intersection as a condition of Copper Trails Phase 1 development. The termination of the improvements was based on the intent to develop the remainder of the right-of-way as a parking area to support a future linear park in the 8 Mile drainage.
15. The proposed subdivision is located down gradient of the 8 mile dam spill way. There are no local nor state restrictions on the development of the area under this circumstance.
16. The applicant has applied for a grading permit for this property.

MASTER PLAN

Land use:

1. The land use is shown as Medium Density Residential. Medium Density is identified as having a density of 5 - 8 units per acre.
2. The proposed change in zoning classification to R-Single Family and Multiple Family Residential is listed as a corresponding district for the Medium Density Designation in the Master Plan.
3. The listed Goal of the Land Use component states "Promote orderly, sustainable growth and efficient land use to improve quality of life and ensure new development meets the needs of all residents and visitors".

4. Objective 1 under the Land Use component of the Master Plan states “Promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups.”
 - Best Practice 1.1 – Single Family – The proposed subdivision meets several of the methods described to achieve a diverse mix of single family homes in the community.
 - Best Practice 1.3 – The location of the proposed subdivision appears to support the City striving for a blended community by providing a mix of housing types in the neighborhood and is supported by existing infrastructure.
5. Objective 8 of the Land use component of the Master Plan states “Ensure that new development does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc. or pose a danger to human health and safety.” Staff believes there will be no negative impacts to natural systems and no issue with regard to human health and safety.

The proposed subdivision and development is in conformance with the Land Use component of the Master Plan.

Transportation:

1. The area will be accessed from Copper Street and Mittry Avenue (when developed).
2. Copper Street and Mittry Avenue are classified as Residential Collector roadways.
3. The Master Plan recommends a right of way width of 60 feet for a Residential Collector and 50 feet for a Residential Local.
4. The proposed streets, Platinum Drive and Quartz Drive, will function as local residential streets.
5. Upon full build out of Phase 2, the proposed subdivision is expected to generate approximately 277.53 Average Daily Trips based on 9.57 trips/townhome (Source ITE trip Generation, 8th Edition). Ingress/Egress to the subdivision will be Mittry Avenue to Copper Street.

The proposed subdivision and development is in conformance with the Transportation Component of the Master Plan.

ELKO AIRPORT MASTER PLAN

The proposed subdivision and development does not conflict with the Airport Master Plan.

**CITY OF ELKO DEVELOPMENT FEASIBILITY, LANDUSE, WATER
INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION
INFRASTRUCTURE AND ANNEXATION POTENTIAL REPORT - NOVEMBER 2102**

The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report - November 2012.

ELKO REDEVELOPMENT PLAN:

The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

1. A small portion of the property is located within the 30 year capture zone for City of Elko wells.
2. The sanitary sewer will be connected to a programmed sewer system and all street drainage will report to a storm sewer system.

The proposed subdivision and development are in conformance with the Wellhead Protection Program.

SECTION 3-3-5 TENTATIVE MAP STAGE (STAGE II)

Tentative Map 3-3-5(A) –A zoning amendment is required due to the amendment to the development agreement to include the remainder lot. The remainder lot has dual zoning of R1 and R3. The proposed zoning of R from R1 doesn't change the design or requirements of the subdivision. As mentioned above, development standards are also addressed in the Agreement to Develop Land.

Tentative Map Approval 3-3-5(E)(2)(a)-(k) – Requires the following findings:

- a. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.
- b. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.
 - The City of Engineering Department is required to model the anticipated water consumption of the subdivision. The City of Elko Utility Department will be required to submit a "Tentative Will Serve Letter" to the State of Nevada. The water modeling requires an update to reflect the increased number of lots. The required commitment for water service for the proposed subdivision is approximately 32.48 acre feet of water per year. The required peak hour commitment for water service for the proposed subdivision is approximately 37.7 gpm. Current City wide annual water usage is approximately 50% of the total allocated amount.
 - Sufficient infrastructure and pumping capacity exists to provide the required water volume to serve the proposed subdivision and development.
 - The Developer will extend properly sized infrastructure as required for development of the property.
 - The proposed subdivision and development will not create an unreasonable burden on the exiting water supply.
- c. The availability and accessibility of utilities.

- Utilities are available in the immediate area and can be extended for the proposed development.
- d. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.
 - Schools, Fire and Police and Recreational Services are available throughout the community.
- e. Conformity with the zoning ordinances and the City's master plan, except that if any existing zoning ordinance is inconsistent with the City's master plan, the zoning ordinance takes precedence.
 - The Master Plan Land Use Map shows the area as Medium Density Residential. The proposed subdivision and development have been designed in accordance with the existing zoning although a zoning amendment has been requested to change the zoning to R- Single Family and Multiple Family Residential.
 - The result is a density of 5.6 units per acre which meets the minimum density 4 units per acre specified in the Master Plan.
 - The proposed subdivision is in conformance with the City's Master Plan as well as Zoning Ordinance.
- f. General conformity with the City's master plan of streets and highways.
 - The proposed subdivision is in conformance with the Transportation Component of the Master Plan.
- g. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.
 - The proposed subdivision and development will add approximately 278 Average Daily Trips to Copper Street. Based on the threshold of 1000 ADT referenced in the Master Plan, a traffic study is not required with this subdivision.
 - The proposed subdivision and development will not cause unreasonable traffic congestion or unsafe conditions with respect to existing or proposed streets.
- h. Physical characteristics of the land, such as floodplain, slope and soil
 - The proposed subdivision and subsequent development of the property is expected to reduce the potential for erosion in the immediate area. Development of the property will not cause unreasonable soil erosion.
 - A hydrology report dated November 12, 2018 was submitted with the application in support of the storm drain design.
 - The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in the water holding capacity of the land thereby creating a dangerous or unhealthy condition.
- i. The recommendations and comments of those entities and persons reviewing the tentative map pursuant to this Chapter and NRS 278.330 to 278.3485, inclusive.
- j. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

- k. The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by Chapter 375 of NRS and for compliance with the disclosure and recording requirements of Subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.

There are no obvious considerations or concerns which indicate the proposed subdivision would not be in conformance with all applicable provisions.

SECTION 3-3-6 CONTENT AND FORMAT OF TENTATIVE MAP SUBMITTAL

Identification Data (B)(1) – The subdivision name, location and section, township and range, with reference by dimension and bearing to a section corner or quarter-section corner, is shown on Sheet 1.

Identification Data (B)(2) – The name, address, and telephone number of the subdivider is shown on Sheet 1. The email address is not shown.

Identification Data (B)(3) – The engineer's name, address and telephone number is shown on Sheet 1. The email address is not shown.

Identification Data (B)(4) – The scale is shown on Sheet 1.

Identification Data (B)(5) – The north point is shown on Sheet 1.

Identification Data (B)(6) – The date of initial preparation and dates of any subsequent revisions are shown on Sheet 1.

Identification Data (B)(7) – A location map is shown on Sheet 1.

Identification Data (B)(8) – A legal description is provided on Sheet 1.

Physical Conditions Data (C)(1) – A topographic map is shown on Sheet 6. The proposed grading plan shows 12 to 15' slopes along the rear lot line of Lots 4-6, 10-14, and 20-24.

Physical Conditions Data (C)(2) – There are no streams, ditches or washes directing storm water onto the property.

Physical Conditions Data (C)(3) – There are no Special Flood Hazards within the proposed subdivision. The regulatory floodway for 8 Mile Creek, adjacent to the subdivision, is shown on Sheet 2.

Physical Conditions Data (C)(4) – Sheet 1 of the Map identifies all the roadways, easements and corporate limits within and adjacent to the tract.

Physical Conditions Data (C)(5) – Dimensions of all subdivision boundaries are shown on the map.

Physical Conditions Data (C)(6) – Gross and net acreage of subdivision is shown on Sheet 1.

Proposed Improvements and Other Features Data (F)(1) – The proposed street layout is shown. All the streets are named and proposed for dedication. The grades of the proposed streets

are shown on the grading plan. The continuation of roadways is not required of the proposed subdivision.

Proposed Improvements and Other Features Data (F)(2) – The lot layout with consecutively numbered lots is shown. The area and dimensions for each lot are shown and the total number of lots.

Proposed Improvements and Other Features Data (F)(3) – Typical easements will be required along all lot lines. A description of the easements are shown on Sheet 1. An easement for the extension of the Eight Mile spillway is required.

Proposed Improvements and Other Features Data (F)(4) – The required information for street dedication is on Sheet 1.

Proposed Improvements and Other Features Data (F)(5) – A zone change is proposed for the entire parcel. Application 8-18 will be heard by the Planning Commission on December 4, 2018 for the zoning amendment.

Proposed Deed Restrictions (G) – There are no CC & R's proposed for the subdivision.

Preliminary Grading Plan (H) – A grading plan with estimated quantities is shown on Sheet 4. A permit for mass grading of the property has been initiated.

NPDES Permit Compliance (I) – The subdivider will be required to comply with the City of Elko's storm water regulations.

Proposed Utility Methods and Requirements (J)(1) – Sheet 3 shows the proposed sewage disposal infrastructure connecting to the City's infrastructure.

Proposed Utility Methods and Requirements (J)(2) – Sheet 3 shows the proposed water supply infrastructure connecting to the City's infrastructure.

Proposed Utility Methods and Requirements (J)(3) – The Tentative Map shows storm water infrastructure. The design was based on a hydrology report dated November 12, 2018.

Proposed Utility Methods and Requirements (J)(4) – Utilities in addition to City utilities must be provided with civil improvements plans required for final Map submittal.

Proposed Utility Methods and Requirements (J)(5) – The City will not require a traffic impact study for the proposed subdivision.

SECTION 3-3-9 GENERAL REQUIREMENTS FOR SUBDIVISION DESIGN:

- A. Conformance with Master Plan: The proposed subdivision is in conformance with the Master Plan objectives for density and applicable zoning.
- B. Public Facility Sites: No public facility sites are proposed for dedication.
- C. Land suitability: The area proposed for subdivision is suitable for the proposed development based on the findings in this report.

The proposed subdivision is in general conformance with Section 3-3-9 of City code.

SECTION 3-3-10 STREET LOCATION AND ARRANGEMENT:

- A. Conformance with Plan: The proposed subdivision embraces portions of Copper Street. No other streets require Mapping to conform to any traffic plans.
- B. Layout: Street continuation through the proposed subdivision is required.
- C. Extensions: The extension of Copper Street to the intersection of Mittry Ave. is required as part of the proposed subdivision.
- D. Arrangement of Residential Streets: The arrangement of streets prevents outside traffic from utilizing the neighborhood for cut through traffic.
- E. Protection of Residential Properties: There are lots abutting Copper Street which is classified as a Residential Collector. The lots will be restricted with no access to Copper Street.
- F. Parallel Streets: Consideration of street location is not required.
- G. Topography: The residential streets have been designed to address the topography of the area.
- H. Alleys: No alleys are proposed.
- I. Half Streets: Copper Street is proposed to be a half street until development occurs on the East side.
- J. Dead End Streets: There are no dead end streets proposed.
- K. Intersection Design: The proposed intersection with Copper Street and Mittry Ave. is code compliant.

The proposed subdivision is in conformance with Section 3-3-10 of City code.

SECTION 3-3-11 STREET DESIGN:

- A. Required Right of Way Widths:
 - a. Mittry Avenue; Residential Street – 50 feet. The proposed right-of-way width for Mittry Avenue is 50 feet.
 - b. Platinum Drive; Residential Street: 50 feet. The proposed right-of-way width for Platinum Drive is 50 feet.
 - c. Quartz Drive; Residential Street: 50 feet. The proposed right-of-way width for Quartz Drive is 50 feet.
 - d. Copper Street; Residential Collector: 60 feet. The proposed right-of-way width for Copper Street is 80 feet.
- B. Street Grades: The proposed street grades are code compliant.
- C. Vertical Curves: The vertical curves are code compliant.
- D. Horizontal Alignment: The horizontal alignment of the streets and intersection

The proposed subdivision is in conformance with Section 3-3-11 of City code.

SECTION 3-3-12 BLOCK DESIGN:

- A. Maximum Length of Blocks: The block design does not exceed the maximum length of a block and maximizes block length.
- B. Sidewalks or Pedestrian ways: Pedestrian ways are not proposed.

The proposed subdivision is in conformance with Section 3-3-12 of City code.

SECTION 3-3-13 LOT PLANNING:

- A. Lot Width, Depth and Area: The lots are in conformance with the specifications stipulated for the zoning and reductions allowed with the approved development agreement. All lots will have improved frontage.
- B. Lot Depth: The lots are in conformance with the stipulated lot depth allowed under Exhibit D in the approved Development Agreement. All lots have fronts at least 40 feet in width.
- C. Building Setback: The proposed subdivision, when developed, can meet setback requirements as stipulated in Exhibit D of the approved Development Agreement.
- D. Side Lot Lines: The side lot lines are substantially at right angles to the street lines. Deviations occur on inside curves and are appropriate.
- E. Accessibility: Every lot abuts a proposed public street.
- F. Prohibitions: Lots 1, 2 & 3 are double frontage lots. Those lots access will be limited to the proposed local street.

The proposed subdivision is in conformance with Section 3-3-13 of City code with the approval of Lots 1, 2, & 3 as double front lots abutting Copper Street and access restricted to Platinum Drive and Quartz Drive.

SECTION 3-3-14 EASEMENT PLANNING:

- A. Utility Easements: Note 13 on the Tentative Map specifies side and rear lot line easements of 5 feet. This equates to a total easement width of 10 feet. Overhead utilities are not allowed within the subdivision.
- B. Underground Utilities: Note 13 on the Tentative Map specifies side and rear lot line easements of 5 feet. This equates to a total easement width of 10 feet. Overhead utilities are not allowed within the subdivision. The utility companies, at their discretion, may request a wider easement on the rear lot line. The proposed side lot line easements conform to code.
- C. Lots Facing Curvilinear Streets. Overhead utilities are not allowed within the subdivision.
- D. Public Drainage Easement. There are no public drainage easements offered for dedication.

- E. Easement Land Not Considered and Considered in Minimum Lot Area Calculation: There are no areas offered for dedication that would not be included in minimum lot area in the Phase 2 area. Area for a drainage easement located within the remainder lot is offered for dedication.
- F. Lots Backing On To Arterial Streets: There are no lots proposed which back onto an arterial street.
- G. Water and Sewer Lines: The utilities are shown in the streets.

The proposed subdivision is in conformance with Section 3-3-14 of City code.

SECTION 3-3-15 STREET NAMING:

The subdivider has proposed street names. The street name does not duplicate other streets.

The proposed subdivision is in conformance with Section 3-3-15 of City code.

SECTION 3-3-16 STREET LIGHT DESIGN STANDARDS:

Conformance is required with presentation of civil improvements plans.

SECTIONS 3-3-17 through 3-3-22 (inclusive)

All the referenced sections are applicable to final Map submission, approval and construction of civil improvement plans.

SECTION 3-3-23 PARK LAND DEDICATIONS

There is no offer of dedication for park lands.

SECTION 3-3-25 MODIFICATION OF STANDARDS:

1. Section 3-3-13(F) - Lots 1, 2, & 3 are approved as double fronts lots with access restricted to Platinum Drive for lots 2 & 3 and Quartz Drive for lot 1.

SECTION 3-2-3 GENERAL PROVISIONS:

Section 3-2-3(C)(1) of City code specifies use restrictions. The following use restrictions shall apply:

Principal Uses: Only those uses and groups of uses specifically designated as "principal uses permitted" in zoning district regulations shall be permitted as principal uses; all other uses shall be prohibited as principal uses.

Accessory Uses: Uses normally accessory and incidental to permitted principal or conditional uses may be permitted as hereinafter specified.

Other uses may apply under certain conditions with application to the City.

Section 3-2-3(D) states that "No land may be used or structure erected where the land is held by the planning commission to be unsuitable for such use or structure by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography,

low bearing strength, erosion susceptibility, or any other features likely to be harmful to the health, safety and general welfare of the community. The planning commission, in applying the provisions of this section, shall state in writing the particular facts upon which its conclusions are based. The applicant shall have the right to present evidence contesting such determination to the city council if he or she so desires, whereupon the city council may affirm, modify or withdraw the determination of unsuitability."

The proposed subdivision and development is in conformance with Section 3-2-3 of City code.

SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS:

3. Section 3-2-4(B) Required Conformity To District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection:
4. Section 3-2-4(B)(4) stipulates that no yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The proposed subdivision with the approved development agreement is in conformance with Section 3-2-4 of City code.

SECTION 3-2-5(B) R1 Single Family Residential:

1. Section 3-2-5(E)(2). Principal Uses Permitted:
 - a. Adult care facility which serves ten (10) or fewer.
 - b. Electric power substations, sewer lift stations, and water pump stations wherein service to district residents requires location within the district.
 - c. Multiple-family residential units, including a duplex, triplex, or a fourplex located on a single lot or parcel, provided area and setback requirements are met.
 - d. One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.
 - e. Publicly owned and operated parks and recreation areas and centers.
 - f. Residential facility for groups of ten (10) or fewer.

The proposed subdivision and development is in conformance with Section 3-2-5(E)(2). Conformance with Section 3-2-5(E) is required as the subdivision develops.

SECTION 3-2-5(G)

1. Lot areas are shown. All the Lots meet the minimum area requirements as stipulated in the approved Development Agreement Exhibit D.
2. Lot dimensions are shown and are in conformance with the approved Development Agreement Exhibit D.

The proposed subdivision and development is in conformance with Section 3-2-5(G) of City code with the approved Development Agreement.

SECTION 3-2-17

1. The proposed roadways are classified as a residential street in accordance with the Master Plan.
2. The proposed lots are large enough to develop the required off-street parking to be located outside the front and interior side yards.
3. Access for Lot 1, 2, & 3 is restricted to Platinum Drive for lots 2 & 3 and Quartz Drive for lot 1. A note on the Final Map is required.

The proposed subdivision and development is in conformance with Section 3-2-17. Conformance with Section 3-2-17 is required as the subdivision develops.

SECTION 3-8 FLOOD PLAIN MANAGEMENT

The proposed subdivision and development is not located in a designated special flood hazard area and is in conformance with section 3-8 of City code.

TITLE 9 CHAPTER 8 POST CONSTRUCTION RUNOFF CONTROL AND WATER QUALITY MANAGEMENT

Final design of the subdivision is required to conform to the requirements of this title.

GENERAL COMMENTS

1. A Hydrology Report is on file for this area.
2. A soils report is required with the **final Map submittal**.
3. A complete set of civil improvement plans will be required with the final Map.

OTHER

The following permits will be required for the project:

1. Storm water general permit, required submittals to the City of Elko are a plan view showing the storm water controls, a copy of the Storm Water Pollution Prevention Plan (SWPPP) and a copy of the certified confirmation letter.
2. A Surface Area Disturbance (SAD) is required in the disturbed area is equal to or greater than five acres. A copy of the SAD permit is required to be submitted to the City of Elko.
3. A street cut permit from the City of Elko.
4. A grading permit from the City of Elko.
5. All other applicable permits and fees required by the City of Elko.
6. The City of Elko also requires submittal of the plans from the individual utility companies before permits will be issued for the project.

FINDINGS

1. The proposed subdivision and development is in conformance with the Land Use component of the Master Plan.

2. The proposed subdivision and development is in conformance with the Transportation Component of the Master Plan.
3. The proposed subdivision and development does not conflict with the Airport Master Plan.
4. The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report - November 2012.
5. The property is not located within the Redevelopment Area.
6. The proposed subdivision and development are in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programmed sewer system and all street drainage will report to a storm sewer system.
7. A zoning amendment is required due to the amendment to the development agreement to include the remainder lot which has dual zoning of R1 and R3. The proposed zoning of R from R1 doesn't change the design or requirements of the subdivision.
8. In accordance with section 3-3-5(E)(2) the proposed subdivision and development will not result in undue water or air pollution based on the following:
 - a. There are no obvious considerations or concerns which indicate the proposed subdivision would not be in conformance with all applicable environmental and health laws and regulations
 - b. There is adequate capacity within the City's water supply to accommodate the proposed subdivision.
 - c. The proposed subdivision and development will not create an unreasonable burden on the existing water supply.
 - d. There is adequate capacity at the Water Reclamation Facility to support the proposed subdivision and development.
 - e. The proposed subdivision and development will be connected to the City's programmed sanitary sewer system therefore the ability of soils to support waste disposal does not require evaluation prior to Tentative Map approval.
 - f. Utilities are available in the immediate area and can be extended for the proposed development.
 - g. Schools, Fire and Police and Recreational Services are available throughout the community.
 - h. The proposed subdivision and development is in conformance applicable zoning ordinances and is in general conformance with the Master Plan based on the constraints of establishing reasonable grades for roadways, lot grading and slope maintenance.
 - i. The proposed subdivision and development will not cause unreasonable traffic

congestion or unsafe conditions with respect to existing or proposed streets.

- j. The area is not located within a designated flood zone. Concentrated storm water runoff has been addressed as shown on the grading plan.
 - k. The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in in the water holding capacity of the land thereby creating a dangerous or unhealthy condition.
9. The proposed subdivision submittal is in conformance with Section 3-3-6 of City code with the following exception:
 - Email address is not shown for subdivider or engineer. This is not a significant deficiency.
 10. The proposed subdivision is in general conformance with Section 3-3-9 of City code.
 11. The proposed subdivision is in conformance with Section 3-3-10 of City code.
 12. The proposed subdivision is in conformance with Section 3-3-11 of City code.
 13. The proposed subdivision is in conformance with Section 3-3-12 of City code.
 14. The proposed subdivision is in conformance with Section 3-3-13 of City code with the approval of Lots 1, 2 & 3 as double front lots and access restricted to Platinum Drive for Lots 2 & 3 and Quartz Drive for Lot 1.
 15. The proposed subdivision is in conformance with Section 3-3-14 of City code.
 16. The proposed subdivision is in conformance with Section 3-3-15 of City code.
 17. The proposed subdivision and development is in conformance with Section 3-2-3 of City code.
 18. The proposed subdivision and development is in conformance with Section 3-2-4 of City code.
 19. The proposed subdivision and development is in conformance with Section 3-2-5(E)(2). Conformance with Section 3-2-5(E) is required as the subdivision develops.
 20. The proposed subdivision and development is in conformance with Section 3-2-5(G) of City code with the approved Development Agreement.
 21. The proposed subdivision and development is in conformance with Section 3-2-17. Conformance with Section 3-2-17 is required as the subdivision develops.
 22. The proposed subdivision and development is not located in a designated special flood hazard area and is in conformance with section 3-8 of City code.

STAFF RECOMMENDATION:

Staff recommends this item be **APPROVED** subject to the following conditions:

CONDITIONS:

1. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
2. Planning Commission recommendation for approval of zone amendment 8-18 in conjunction with hearing of the tentative plat application.
3. City Council approval of the proposed zone amendment is required prior to City Council approval of the Tentative Map.
4. City Council approval of the amendment to the approved Development Agreement to include Phase 2 is required prior to City Council approval of the tentative map.
5. Tentative map approval constitutes authorization for the sub-divider to proceed with preparation of the final map and associated construction plans.
6. Tentative map approval does not constitute authorization to proceed with site improvements, with the exception of authorized grading, prior to approval of the construction plans by the City and the State.
7. The applicant submits an application for final map within a period of four (4) years in accordance with NRS 278.360(1)(a). Approval of the tentative map will automatically lapse at that time.
8. A soils report is required with final map submittal.
9. Final map construction plans improvements are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Chapter 9-8 of City code.
11. The Utility Department will issue an Intent to serve letter.
12. A note shall be added to the final map restricting the access for Lots 2 & 3 limited to Platinum Drive and Lot 1 to be limited to Quartz Drive.
13. A modification from standards for full road improvements on Copper Street shall be approved by the City Council.
14. Revise the tentative map to show a drainage easement for the extension of the Eight Mile spillway prior to City Council consideration of the tentative map.
15. Address comments in the staff letter dated November 21, 2018.

TENTATIVE MAP 13-18
Copper Trails Phase 2
APN: 001-610-114

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



December 1, 2018

Bureau of Water Pollution Control
Nevada Division of Environmental Protection
901 S. Stewart Street
Suite 4001
Carson City, Nevada 89701-5249

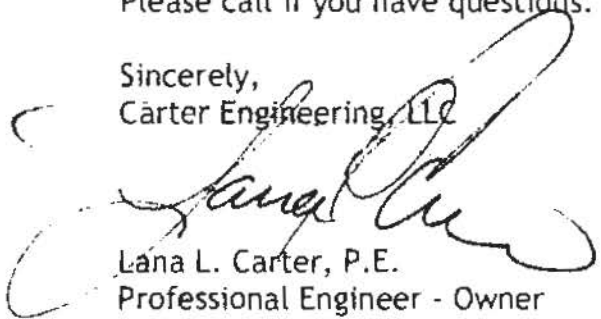
Subject: Copper Trails Subdivision Phase 2, 29 Lots - Elko Nevada

Attached are three copies of the Tentative Map (preliminary plat) for Copper Trails Subdivision Phase 2 in Elko Nevada. This single family residential subdivision has 29 lots. This subdivision's water supply will be the City of Elko's municipal water system. The subdivision will also be served by the City of Elko sanitary sewer system and storm drainage system. As soon as the intent to serve letter is available Ryan Limberg, Utilities Director, with the City of Elko will be issuing that letter.

Also enclosed is the review fee of \$487.00, Check No 1476.

Please call if you have questions.

Sincerely,
Carter Engineering, LLC

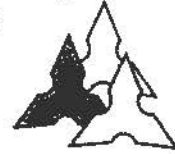


Lana L. Carter, P.E.
Professional Engineer - Owner

cc: Luke Fitzgerald, Koinonia Construction, LLC & Copper Trails, LLC

Carter E. Jineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



December 1, 2018

State of Nevada
Division of Water Resources
901 S. Stewart Street
Suite 2002
Carson City, Nevada 89701

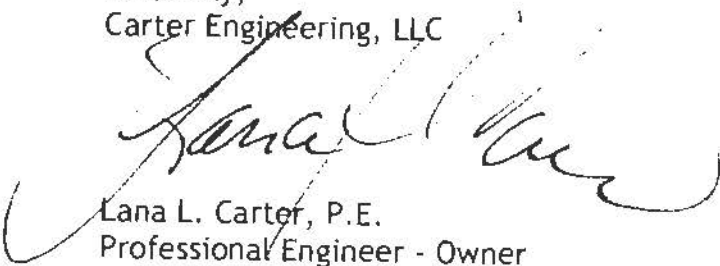
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Also enclosed is the review fee of \$209.00, Check No 1477.

Please call if you have questions.

Sincerely,
Carter Engineering, LLC



Lana L. Carter, P.E.
Professional Engineer - Owner

cc: Luke Fitzgerald, Koinonia Construction, LLC & Copper Trails, LLC

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/4

Do not use pencil or red pen, they do not reproduce

Title: Preliminary Plat No. 13-18
Applicant(s): Koinonia Construction, Inc.
Site Location: NW Ext. of Mitty onto Quartz + Platinum Drive
Current Zoning: R1 Date Received: 11/13/18 Date Public Notice: 11/20/18
COMMENT: This is for 19.194 acres to be divided into 29 lots and a remainder parcel for residential development.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 10/28/18
Recommend approval as presented by Staff

SAW

Initial

City Manager: Date: 11/28/18

No comments/concerns.

LC

Initial



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 14, 2018

Elko County School District
Mr. Todd Pehrson
PO Box 1012
Elko, NV 89803

SUBJECT: Preliminary Plat No. 13-18/Copper Trails Phase 2

Dear Mr. Pehrson:

Enclosed for your review and information is a copy of the submitted preliminary plat for the proposed Copper Trails Phase 2 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their December 4, 2018 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 14, 2018

Frontier Communications
Mr. William Whitaker
111 W. Front Street
Elko, NV 89801

SUBJECT: Preliminary Plat No. 13-18/ Copper Trails Phase 2

Dear Mr. Whitaker:

Enclosed for your review and information is a copy of the submitted preliminary plat for the proposed Copper Trails Phase 2 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their December 4, 2018 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 14, 2018

Satview Broadband
Mr. Steve Halliwell
3550 Barron Way, Suite 13A
Reno, NV 89511

SUBJECT: Preliminary Plat No. 13-18/Copper Trails Phase 2

Dear Mr. Halliwell:

Enclosed for your review and information is a copy of the submitted preliminary plat for the proposed Copper Trails Phase 2 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their December 4, 2018 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 14, 2018

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702

SUBJECT: Preliminary Plat No. 13-18/Copper Trails Phase 2

To Whom It May Concern:

Enclosed for your review and information is a copy of the submitted preliminary plat for the proposed Copper Trails Phase 2 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their December 4, 2018 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

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Website: www.elkocitynv.gov
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1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 14, 2018

NV Energy
Mr. Robert Lino
4216 Ruby Vista Dr.
Elko, NV 89801-1632

SUBJECT: Preliminary Plat No. 13-18/Copper Trails Phase 2

Dear Mr. Lino:

Enclosed for your review and information is a copy of the submitted preliminary plat for the proposed Copper Trails Phase 2 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their December 4, 2018 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR PRELIMINARY PLAT (STAGE II) APPROVAL

****PRIOR TO SUBMITTING THIS APPLICATION, PRE-APPLICATION (STAGE I) MUST BE COMPLETE****

APPLICANT(s):	Koinonia Construction, LLC		
MAILING ADDRESS:	207 Brookwood Drive		
PHONE NO (Home)		(Business)	775-303-8492
NAME OF PROPERTY OWNER (If different):	Copper Trails LLC		
(Property owner consent in writing must be provided)			
MAILING ADDRESS:	207 Brookwood Drive		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-610-114	Address	Not Addressed
Lot(s), Block(s), & Subdivision	Not Divided		
Or Parcel(s) & File No.	Parcel G of File No 748288		
APPLICANT'S REPRESENTATIVE OR ENGINEER:	Lana L Carter, P.E., Carter Engineering LLC		

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month), and must include the following:

1. One .pdf of the entire application, and ten (10) 24" x 36" copies of the preliminary plat folded to a size not to exceed 9"x12" provided by a properly licensed surveyor, as well as one (1) set of reproducible plans 8 1/2" x 11" in size and any required supporting data, prepared in accordance with Section 3-3-7 of the Elko City Code (see attached checklist).
2. A Development Master Plan when, in the opinion of the Planning Commission, the proposed subdivision is sufficiently large enough to comprise a major part of a future neighborhood or the tract initially proposed for platting is only a part of a larger land area.
3. A preliminary grading plan for subdivisions involving property characterized by an average slope greater than ten percent (10%).

Fee: \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

NOV 13 2018

PROJECT DESCRIPTION OR PURPOSE:

The purpose of this project is to create a 29 lot single family residential subdivision for vacant land off Copper Street and Mittry Avenue. There will be one entrance for Phase 1 from the Mittry Avenue and Copper Street intersection. Mittry Avenue will be extended into the property to a tee intersection to proposed streets, Platinum Drive and Quartz Drive. All of the utility service will be extended into the property from the Mittry Avenue and Copper Street intersection. This project is located in unshaded Zone X which is an area determined to be outside the 0.2% annual chance floodplain.

(Use additional pages if necessary)

Preliminary Plat Checklist 3-3-7

Date	Name
Identification Data	
✓	Subdivision Name
✓	Location and Section, Township and Range
✓	Reference to a Section Corner or Quarter-Section Corner
✓	Name, address and phone number of subdivider
✓	Name, address and phone number of engineer/surveyor
✓	Scale, North Point and Date of Preparation
✓	Dates of Revisions
✓	Location maps
✓	Legal description of boundaries
Existing Conditions Data	
✓	2' contours on city coordinate system
	Location of Water Wells NONE IN AREA
✓	Location of Streams, private ditches, washes and other features
✓	Location of Designated flood zones
✓	The Location, widths and Names of all platted Streets, ROW
	Municipal Corporation Lines NONE IN AREA
✓	Name, book and page numbers of all recorded plats
✓	Existing Zoning Classifications
✓	Zoning of Adjacent Properties
✓	Dimensions of all tract boundaries, gross and net acreage
Proposed Conditions Data	
✓	Street Layout, location, widths, easements
	Traffic Impact Analysis NOT REQUIRED
✓	Lot Layout, including dimensions of typical lots
✓	Corner Lot Layout
✓	Lot layout on Street Curves
✓	Each lot numbered consecutively
✓	Total number of lots
✓	Location, Width and proposed use of easements
✓	Location, extent and proposed use of all land to be dedicated
✓	Location and boundary of all proposed zoning districts
	Draft of proposed deed restrictions NONE
✓	Preliminary Grading Plan
✓	Conceptual cut and fill
✓	Estimated quality of material to be graded
✓	SWPPP
Proposed Utilities	
✓	Sewage Disposal, design for sewage disposal
✓	Water Supply, Evidence of adequate volume and quality
✓	Storm Drain, Preliminary Calculations and Layout
✓	Telephone, Power, Gas, Television
	Will Serve Letter by Engineering Department NOT ISSUED YET

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent Luke Fitzgerald
(Please print or type)

Mailing Address 207 Brookwood Dr, Elko, NV 89801
Street Address or P.O. Box

City, State, Zip Code

Phone Number: 775 303 8492

Email address: elkoLuke@gmail.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 13-18 Date Filed: 11/13/18 Fee Paid: \$1500 CR# 1471

30 Lots X 25 = \$750
+ \$750
\$1,500

Robert Fitzgerald,
Manager
Copper Trail LLC

PO Box 8070, Reno, NV 89507
775-303-8492
Rob.fitz@earthlink.net

11/22/2018

City of Elko
Planning Department

Dear City of Elko,

Copper Trails, LLC would like to extend permission to Koinonia Construction to apply for the rezoning and preliminary plat on behalf of our company Copper Trails, LLC. If you need further information to get this completed, please let me know.



Warm regards,
Robert Fitzgerald, Manager
Copper Trail LLC

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NOV 26 2018



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 31-18, a resolution of the Elko City Council adopting a change in zoning district boundaries from R1- Single Family Residential and R3- Multi Family Residential to R-Single Family and Multiple Family Residential, approximately 19.194 acres of property located generally northwest of the intersection of Copper Street and Mittry Avenue, filed by Koinonia Construction, and processed as Rezone No. 8-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission considered the subject zone change request on December 4, 2018 and took action to forward a recommendation to City Council to adopt a resolution which approves Rezone No. 8-18. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff memos and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 31-18 as recommended by the Planning Commission**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **Koinonia Construction LLC
207 Brookwood Dr.
Elko, NV 89801

Carter Engineering
lanacarter@live.com**

Upon introduction and motion by Councilman _____ and seconded by
Councilman _____ the following Resolution and Order was passed and adopted:

**CITY OF ELKO
RESOLUTION NO. 31-18**

**A RESOLUTION OF THE ELKO CITY COUNCIL
ADOPTING A CHANGE IN ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and the Elko City Code, Section 3-2-21(C), and

WHEREAS, the Elko City Council has received and reviewed the application submitted by Koinonia Construction on behalf of Copper Trails, LLC (petitioner), together with any public input, supporting data and evidence, and the previous action taken by the Planning Commission pertaining to Rezone Application No. 8-18.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that Rezone Application No. 8-18, involving a change in zoning from R1 (Single-Family Residential) to R (Single-Family and Multi-Family Residential) involving approximately 19.194 acres of property located generally northwest of the intersection of Copper Street and Mittry Avenue, more particularly described in Exhibit A and shown on the map at Exhibit B, each attached hereto and incorporated herein by reference, is hereby adopted.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this __ day of ____, 2018.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

RECEIVED

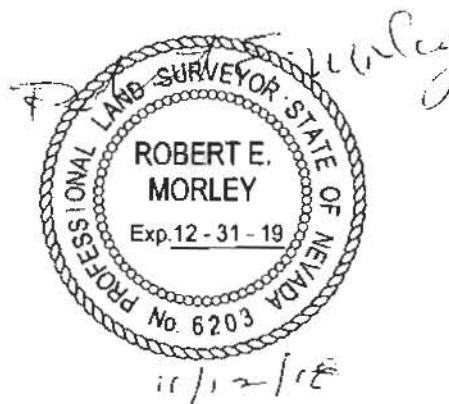
NOV 13 2018

EXHIBIT A
ZONING CHANGE FOR COPPER TRAILS, LLC
November 12, 2018

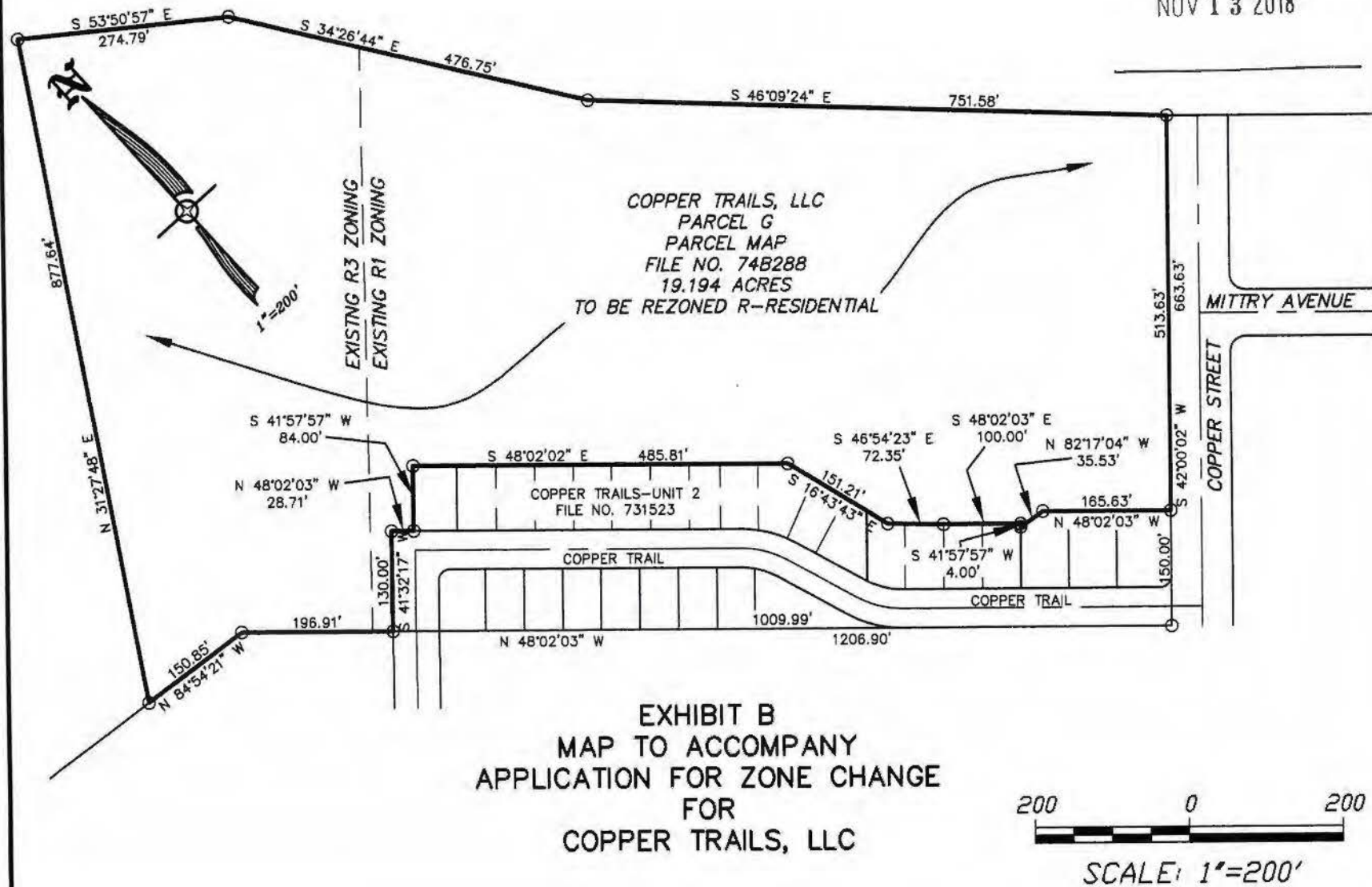
A parcel of land located in Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

All of Parcel G as shown on the Parcel Map for Copper Trails, LLC, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 748288, containing 19.194 acres, more or less.

Reference is hereby made to Exhibit B, Map to Accompany Application for Zone Change for Copper Trails, LLC attached hereto and made a part hereof.

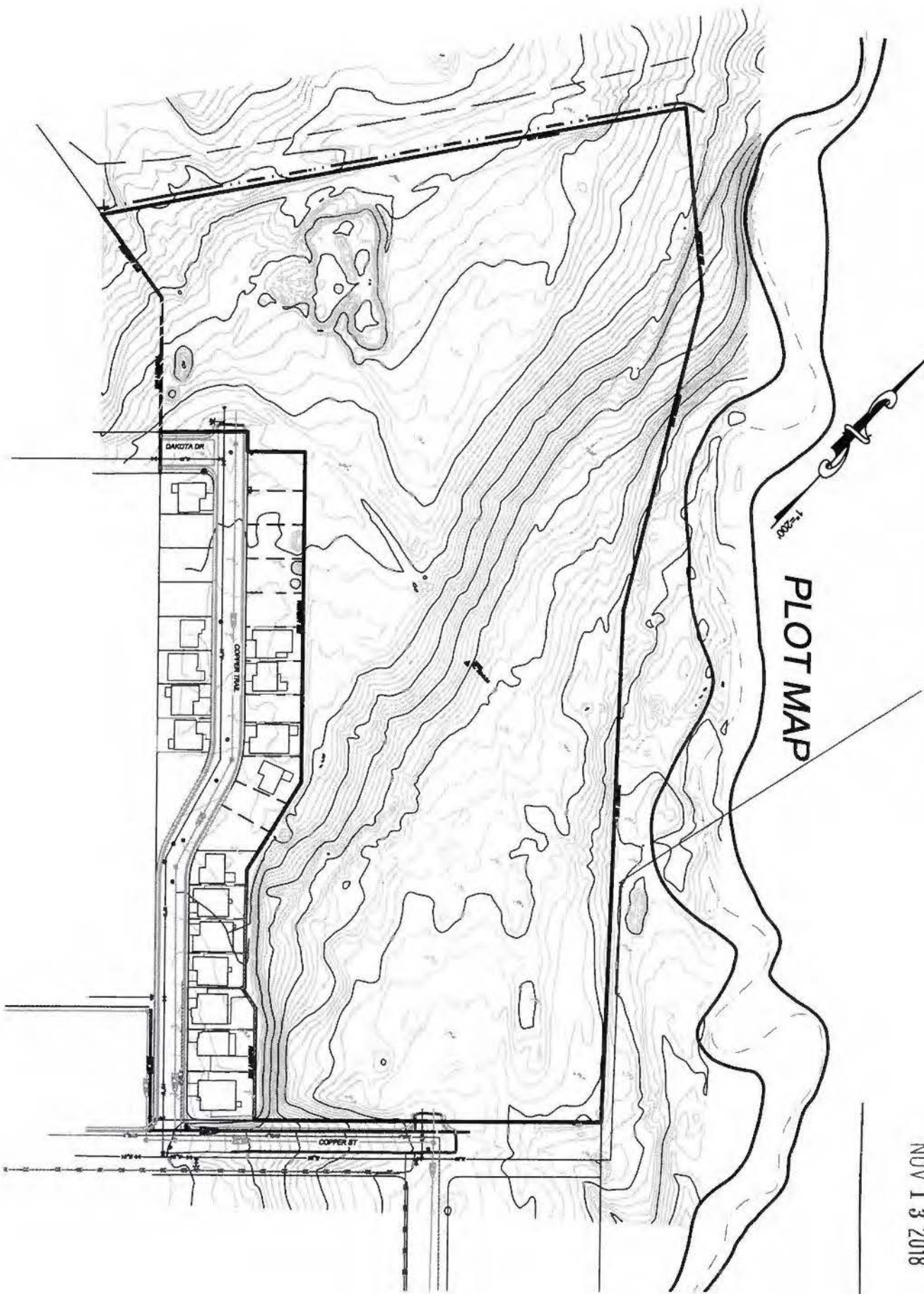


NOV 13 2018



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CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 4, 2018

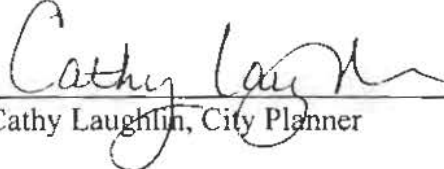
WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 4, 2018 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 8-18, filed by Koinonia Construction, Inc., on behalf of Copper Trails, LLC for a change in zoning from R1 (Single-Family Residential) and R3 (Multi-Family Residential) to R (Single-Family and Multi-Family Residential), approximately 19.194 acres of property, and matters related thereto.

The subject property is located generally northwest of the intersection of Copper Street and Mittry Avenue. (APNs 001-610-114).

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt a resolution which approves Rezone No. 8-18.

The Planning Commission's findings to support its recommendation are the proposed zone district is in conformance with the Land Use Component of the Master Plan. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure. The property is not located within the Redevelopment Area. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B). The proposed zone district is in conformance with Elko City Code Section 3-2-5(E) and (G). The application is in conformance with Elko City Code 3-2-21. The proposed zone district is in conformance with Elko City Code Section 3-3-5(A). The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA). The proposed zone district is consistent with surrounding land uses. Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains, etc., or pose a danger to human health and safety.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/4

Do not use pencil or red pen, they do not reproduce

Title: Rezone No. 8-18
Applicant(s): Koinonia Construction, Inc.
Site Location: NW of Copper St. 127' NE of Copper Trl - APN 001-610-114
Current Zoning: R1 Date Received: 11/13/18 Date Public Notice: 11/20/18
COMMENT: This is to Rezone APN 001-610-114 from R1
to R.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/26/18
Recommend approval as presented
by staff

SAW

Initial

City Manager: Date: 11/28/18
No comments/concerns.

CC

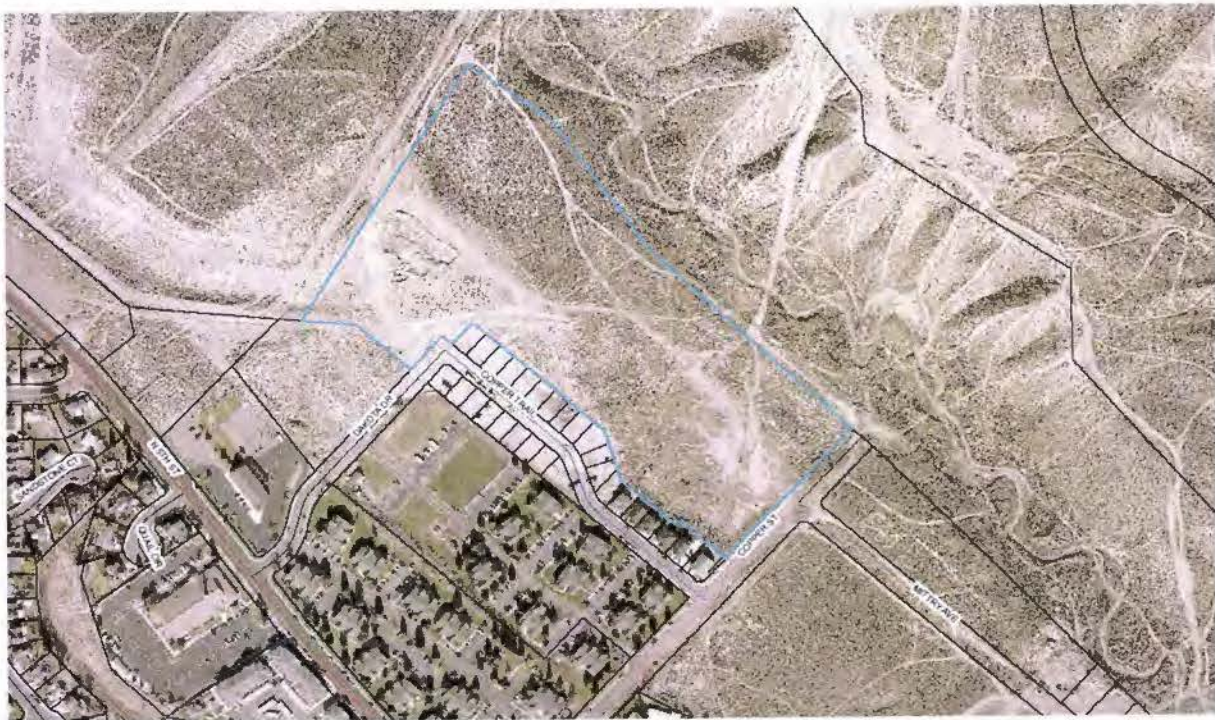
Initial



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

DATE:	November 20, 2018
PLANNING COMMISSION DATE:	December 4, 2018
APPLICATION NUMBER:	REZONE 8-18
APPLICANT:	Koinonia Construction LLC on behalf of Copper Trails LLC
PROJECT DESCRIPTION:	Zone amendment associated with the subdivision of property and development under an Agreement to Develop Land.
ADDITIONAL APPLICATIONS:	Preliminary Plat 13-18 and Ordinance 838 – An Amendment to Development Agreement



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-610-114

PARCEL SIZE: 19.194 acres

EXISTING ZONING: Approximately 7.91 acres as R3 and approximately 11.284 as R1

MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density

EXISTING LAND USE: Undeveloped

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - North: General Agriculture (AG) / Undeveloped
 - West: General Agriculture (AG) and Residential (R) / Undeveloped
 - South: Single Family Residential (R1) / Developed
 - East: General Agriculture (AG) and Residential (R) / Undeveloped

PROPERTY CHARACTERISTICS:

- The area is currently undeveloped.
- The area is generally flat to moderately sloping.
- The area is accessed from the intersection of Copper Street and Mittry Avenue.

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-5 Residential Zoning Districts
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Chapter 3 Subdivisions
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND:

1. The property is owned by Copper Trails LLC.
2. The application has been filed by Koinonia Construction LLC on behalf of Copper Trails LLC. A letter of authorization for the filing is on file with the planning department.
3. The rezone includes all of APN 001-610-114.
4. The area fronts Copper Street.

5. City utilities are located in the immediate vicinity.
6. Other non-city utilities are located in the immediate area.
7. The application for rezone is based on an application for subdivision of property and the amendment of an agreement to develop land. As such the rezone application must comply with section 3-3-5(A) – Zoning Amendments.

MASTER PLAN:

Land use:

1. Land Use is shown as Medium Density Residential.
2. Supporting zone districts for Medium Density Residential are Single Family/Multi Family (R), Single Family (R1), Two Family (R2), Planned Unit Development (PUD), Residential Office (RO), Residential Business (RB), Mobile Home Subdivision (RMH-2), and Manufactured Home Subdivision (RMH-3).
3. Zone classification of the properties are required to conform to the Master Plan.
4. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.
5. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed zone district is in conformance with the Land Use Component of the Master Plan.

Transportation:

1. The area will be accessed from the intersection of Copper Street and Mittry Avenue.
2. Both streets are classified as Residential Collectors.

The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

1. A small portion located in the south corner of the property is located within the 30 year capture zones for several municipal wells. Residential development under the proposed zone district will require complete street development including storm water control, require connection to a programmed sewer system and therefore will not pose a hazard to municipal wells.

The proposed zone district and resultant land use is in conformance with wellhead protection plan.

SECTION 3-2-4 Establishment of Zoning Districts:

1. No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally

altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.

2. No building or other structure shall hereafter be erected or altered:
 - a. To exceed the heights required by the current City Airport Master Plan;
 - b. To accommodate or house a greater number of families than as permitted in this chapter;
 - c. To occupy a greater percentage of lot area; or
 - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
3. No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
4. No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title. The property meets the area requirements for the proposed zone district.

The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).

SECTION 3-2-5 – Single Family / Multi-Family Residential

1. The existing development meets the requirements under 3-2-5 for minimum area, minimum lot width, front and rear yard setbacks, side yard setback and maximum building height.
2. The existing development is consistent with the listed principal uses permitted.

The proposed zone district is in conformance with Elko City Code Section 3-2-5 (E) and (G).

SECTION 3-2-21:

The application is in conformance with Elko City Code 3-2-21.

SECTION 3-3-5

1. Zone amendments submitted and processed in conjunction with a preliminary plat are usually limited to the area proposed for subdivision. In this case the proposed zone district is not only related to the proposed subdivision but is related to a proposed amendment of an agreement to develop land established by ordinance and the master plan for the area contained in the agreement.

The proposed zone district is in conformance with Elko City Code Section 3-3-5(A).

SECTION 3-8:

The proposed zone district is not located in a designated in a Special Flood Hazard Area (SFHA).

FINDINGS:

1. The proposed zone district is in conformance with the Land Use Component of the Master Plan.
2. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.
3. The property is not located within the Redevelopment Area.
4. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan.
5. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).
6. The proposed zone district is in conformance with Elko City Code Section 3-2-5 (E) and (G).
7. The application is in conformance with Elko City Code 3-2-21.
8. The proposed zone district is in conformance with Elko City Code Section 3-3-5(A).
9. The proposed zone district is not located in a designated in a Special Flood Hazard Area (SFHA).
10. The proposed zone district is consistent with surrounding land uses.
11. Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

STAFF RECOMMENDATION:

Staff recommends this item be approved as presented.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 phone * (775) 777-7219 fax

RECEIVED

APPLICATION FOR ZONE CHANGE

NOV 13 2018

APPLICANT(s):	Koinonia Contruction LLC		
MAILING ADDRESS:	207 Brookwood Drive		
PHONE NO (Home):		(Business)	775-303-8492
NAME OF PROPERTY OWNER (If different):	Copper Trails LLC		
	<i>(Property owner's consent in writing must be provided.)</i>		
MAILING ADDRESS:	207 Brookwood Drive		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-610-114	Address	Not Addressed
Lot(s), Block(s), & Subdivision	Not Subdivided		
Or Parcel(s) & File No.	Parcel G of File No 748288		

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month).

Fee: A \$500.00 non-refundable filing fee.

Area Map: A map of the area proposed for this zone change must be provided. ✓

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided. ✓

Legal Description: A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example). ✓

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Rezone Application.

1. Identify the existing zoning classification of the property:
R1 - Single Family Residential and R3 - Multi Family Residential

2. Identify the zoning Classification being proposed/requested:
R - Residential

3. Explain in detail the type and nature of the use anticipated on the property:
The proposed use of the development is to provide a residential development within the requirements of R - Residential Zoning and to have the property zoned with one zone.

4. Explain how the proposed zoning classification relates with other zoning classifications in the area: The adjacent property to the north and east is zoned A - Agricultural. The properties to the southwest are zoned R1- Single Family Residential and R - Residential. The properties to the south are zoned R - Residential. The requested zone classification of R - Residential is cohesive with the existing zone classifications

5. Identify any unique physical features or characteristics associated with the property:
There are no unique physical features or characteristic associated with the property that would limit development.

(Use additional pages if necessary to address questions 3 through 5)

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent _____

(Please print or type)

Mailing Address _____

Street Address or P.O. Box

City, State, Zip Code

Phone Number: _____

Email address: _____

SIGNATURE: _____

FOR OFFICE USE ONLY

File No.: 8-18 Date Filed: 11/13/18 Fee Paid: \$500 CK# 1470

Robert Fitzgerald,
Manager
Copper Trail LLC

PO Box 8070, Reno, NV 89507
775-303-8492
Rob.fitz@earthlink.net

11/22/2018

City of Elko
Planning Department

Dear City of Elko,

Copper Trails, LLC would like to extend permission to Koinonia Construction to apply for the rezoning and preliminary plat on behalf of our company Copper Trails, LLC. If you need further information to get this completed, please let me know.



Warm regards,
Robert Fitzgerald, Manager
Copper Trail LLC

RECEIVED

NOV 26 2018



**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing and possible adoption of Ordinance No. 838, an ordinance approving an amendment to the development agreement between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner"), specifically to add Phase 2 of the Copper Trails subdivision and impose a bottom of finished floor elevation for all future placement of principal building sup-gradient of the Eight-Mile drainage easement of two feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record, and to direct Staff to set the matter for second reading, public hearing and possible adoption, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to N.R.S. 278.0205 and Section 3-2-26(F) of the City Code, Council may amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest if it finds that the amendment to the agreement is consistent with the Master Plan. The amendment shall be approved by adoption of an ordinance. In this instance, the owner has requested the City amend the approved development agreement and Staff is in agreement. SAW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance, amended Development Agreement, and other related correspondence**
9. Recommended Motion: **Conduct Second Reading, public hearing and adopt Ordinance No. 838**
9. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
10. Committee/Other Agency Review:
11. Council Action:
13. Agenda Distribution: **Copper Trails, LLC; luke fitzgerald <elkoluke@gmail.com>**

**CITY OF ELKO
ORDINANCE NO. 838**

AN ORDINANCE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ELKO, NEVADA, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("CITY"), AND COPPER TRAILS LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER"), SPECIFICALLY TO ADD PHASE 2 OF THE COPPER TRAILS SUBDIVISION AND IMPOSE A BOTTOM OF FINISHED FLOOR ELEVATIONS FOR ALL FUTURE PLACEMENT OF PRINCIPAL BUILDINGS UP-GRADIENT OF THE EIGHT-MILE DRAINAGE EASEMENT OF TWO FEET HIGHER THAN THE BACK OF CURB ELEVATION AS MEASURED AT THE FRONT LOT LINE ADJACENT TO THE STREET OF RECORD.

WHEREAS, Nevada Revised Statutes, Section 278.0205 and Elko City Code, Section 3-2-26 F, authorize the City to amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest; and

WHEREAS, City and Owner entered into a Development Agreement under Ordinance 755 on August 14, 2012;

WHEREAS, City and Owner amended the Development Agreement reducing the front yard setback from fifteen (15) feet stipulated under Ordinance 755 to ten (10) feet under Ordinance 769 on February 12, 2013;

WHEREAS, Owner has completed development of the Phase 1 subdivision and is in the process of developing residential dwelling units upon the lots of record;

WHEREAS, the Development Agreement, as amended, allows for inclusion of area shown in Exhibit C of Ordinance 755 and Ordinance 769 for development under the terms of the agreement, subject to amendment of the agreement;

WHEREAS, Owner has applied for a zone amendment for the area shown in Exhibit C for a change of zone from Residential Single Family (R1) and Residential Multifamily (R3) to Single Family and Multi-Family (R) under application 8-18 of which does not change the development standards, is identified as a corresponding zone district to the master plan land use designation of medium density residential and is therefore considered not a material change;

WHEREAS, Owner is the owner of certain real property in the City of Elko, Nevada, consisting of 29 proposed lots located on Platinum Drive and Quartz Drive, as shown on the Preliminary Plat of Copper Trails Subdivision Phase 2 and shown on Exhibit B attached hereto, which property is legally described in Exhibit A attached hereto (the "Property");

WHEREAS, City has requested an amendment to the development standards as shown on Exhibit D attached hereto adding a stipulation imposing a bottom of finished floor elevation for

placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, of two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record;

WHEREAS, the required has been followed by City in accordance with State law and the Elko City Code in anticipation of amending the previously approved development agreement, as amended, with Owner. Accordingly, the Elko City Council has determined that the Amended Development Agreement is consistent with the City's Master Plan; and

WHEREAS, and

WHEREAS, Owner is also the owner of a larger parcel of real property which contains the Property and is planned as a similar development, as shown on the Master Plan for Copper Trails and shown on Exhibit C attached hereto, all or part of which may become subject to the terms of the Agreement in the future, subject to amendment in accordance with Section 4 herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA.

SECTION 1. APPROVAL. That pursuant to the mutual consent of the Owner and the City of Elko, the Development Agreement between the City of Elko, Nevada and Copper Trails, LLC, a Nevada Limited Liability Company executed by the parties on February 12, 2013, is hereby amended by the Elko City Council to include Phase 2 consisting of 29 proposed lots and an amendment to the development standards as shown on Exhibit D attached hereto adding a stipulation imposing a bottom of finished floor elevation for placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, of two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record.

SECTION 2. MASTER PLAN. The City Council finds that the amended Development Agreement is consistent with the City Master Plan.

SECTION 3. RECORDATION. Within a reasonable time after the effective date of this ordinance, the clerk of the City of Elko shall cause the original amended Development Agreement to be recorded with the Elko County Recorder. Upon recordation, the agreement binds all parties and their successors in interest for the duration of the agreement.

SECTION 4. AMENDMENT OR CANCELLATION. The agreement between the City of Elko and Copper Trails, LLC, may be further amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, except that if the governing body determines, upon a review of the development of the land held at least once every 24 months, that the terms of conditions of the agreement are not being complied with, it may cancel or amend the agreement without the consent of the breaching party.

Notice of intention to amend or cancel any portion of the agreement shall be subject to any notice requirements required by Nevada Revised Statutes. The governing body, after conducting a public hearing, may approve any amendment to the agreement by ordinance if the amendment is consistent with the master plan.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

SECTION 6. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 7. Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper printed and published in the City of Elko, for at least one publication

SECTION 8. This ordinance shall be effective upon the publication mentioned in Section 7.

PASSED AND ADOPTED this ____ day of January, 2019, by the following vote of the Elko City Council.

AYES:

NAYES: None

ABSENT: None

ABSTAIN: None

APPROVED this ____ day of January, 2019.

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

SECOND AMENDED DEVELOPMENT AGREEMENT

THIS SECOND AMENDED DEVELOPMENT AGREEMENT ("Second Amended Agreement") is made by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner").

RECITALS

A. Nevada Revised Statutes, Sections 278.0201 to 278.0207 and Elko City Code, Sec. 3-2-26 authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

B. The City, by and through the Elko City Council and other subordinate public agencies and administrative departments, has the authority to regulate all matters relating to the construction, maintenance and safety of buildings, structures and property within the City pursuant to Elko City Charter, Section 2.200.

C. The Owner is the owner of a larger parcel of real property (hereinafter the "Parcel") which contains the Property subject to this Second Amended Agreement. The Parcel has been planned for development since at least 2012, as shown on the Master Plan for Copper Trails and Exhibit C hereto. It is the intent of the Parties that the Owner will develop additional parts of the Parcel over time. Accordingly, all or additional parts of the Parcel may become subject to the terms of this Second Amended Agreement in the future, subject to amendment in accordance with Section 12 herein.

D. On August 14, 2012, the City and the Owner entered into a Development Agreement pursuant to Ordinance 755 for the development of 27 proposed lots located within the Parcel (hereafter the "Development Agreement").

E. The Development Agreement, as amended, allows for the inclusion of the area shown in Exhibit C of Ordinance 755 and Ordinance 769 in order to permit development under the terms of the Development Agreement, as amended.

F. On February 12, 2013, the City and Owner amended the Development Agreement (hereinafter the "First Amended Agreement") pursuant to which the Parties agreed to reduce the front yard setback from fifteen (15) feet as required under Ordinance 755 to ten (10) feet pursuant to Ordinance 769.

G. The Owner has completed development of the Phase 1 subdivision within the Parcel and is in the process of developing residential dwelling units upon the lots of record.

H. The Owner is the owner of certain real property located within the Parcel consisting of 29 proposed lots located on Platinum Drive and Quartz Drive (hereinafter the "Property"), as shown on the Preliminary Plat of Copper Trails Subdivision Phase 2 and Exhibit B hereto. A legal description of the Property is set forth at Exhibit A hereto.

I. Under Application 8-18, the Owner has applied for a zone change for the area shown in Exhibit C, which zone change, if approved, would change the zone from Residential Single Family (R1) and Residential Multifamily (R3) to Single Family and Multi-Family (R). The proposed zone change does not change the development standards. Moreover, as the Multi-Family (R) zone district is identified as a corresponding zone district to the master plan land use designation of medium density residential, the zone change is not considered to be a material change;

J. The City has requested an amendment to the development standards as shown on Exhibit D attached hereto to add the requirement of a finished floor elevation for placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, at an elevation two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record.

K. The City has complied with the applicable procedural requirements set forth in the Nevada Revised Statutes and the Elko City Code in anticipation of amending the Development Agreement, as amended.

L. The Elko City Council has determined that this Second Amended Agreement is consistent with the City's Master Plan.

M. Owner wishes to amend the Development Agreement, as amended, in accordance with Section 5.1 and Section 12, for the purpose of developing Copper Trails Phase 2 Units 1-3.

N. The City finds that: (i) the lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to the comprehensive planning, which is needed in order to maximize the efficient utilization of resources at the most economical cost to the public; and (ii) providing an assurance to Owner for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing City requirements, subject to conditions of approval, will strengthen the City's planning process, encourage participation by developers in comprehensive planning, and reduce the cost of development.

O. The City Council may adopt an ordinance approving this Second Amended Agreement and this Second Amended Agreement will be effective upon the effective date of that ordinance.

NOW, THEREFORE, City and Owner agree as follows:

1 DEFINED TERMS. The Terms set forth below in this Section shall have the meanings unless otherwise specifically stated in this Second Amended Agreement.

1.1 "City Approvals" shall mean all land use and other City approvals which Owner may or is required to apply for to complete all or part of the "Project" (as defined below) and the construction of the infrastructure for and improvements related to the Project, including, without limitation, all master plans; zoning changes; variances; development plans; subdivision improvement agreements; building plans and permits; specifications; landscape plans; grading plans and permits; improvement plans; parcel maps; tentative subdivision maps; final subdivision maps (including, without limitation phased final subdivision maps); amendments to subdivision maps; lot line adjustments; re-subdivisions; use permits and certificates of occupancy; flood control plans; water acquisition and usage approvals, permits and plans; and all other matters related to development of the Project which require approval by the City.

1.2 "Effective Date" means the date of enactment of the ordinance approving this Second Amended Agreement.

1.3 "Effective Standards" means all rules, regulations, ordinances and other requirements of City, or those enforced by City, which are in force upon execution of this Second Amended Agreement (including City's Master Plan and Zoning Code), as modified by this Second Amended Agreement, and, in particular as modified by the Special Development Standards attached to this Second Amended Agreement as Exhibit D, or as they may be modified thereafter in a manner consistent with Nevada Revised Statutes, Section 278.0201(3), governing (i) permitted uses of the Property; (ii) timing of implementation of the development of the Property; (iii) the density and intensity of use of the Property; (iv) design, improvement, construction and building standards; (v) occupancy of the Property; and (vi) specifications applicable to the Project. Notwithstanding anything to the contrary in this Section, (a) in the event that federal or state laws or regulations, enacted after the date of this Second Amended Second Amended Agreement, prevent or preclude compliance with one or more provisions of this Second Amended Agreement, then such provisions of this Second Amended Agreement shall be modified or suspended as may be necessary to comply with such federal or state laws or regulations; and (b) Owner agrees to comply with any such changes to this Second Amended Agreement pursuant to subpart (a) to comply with the federal or state laws or regulations. For the purposes of this Second Amended Agreement, the term "construction and building standards" shall mean requirements of the City which are of general application, and which establish requirements for the building, construction and installation of structures and associated improvements to real property.

1.4 "Measure of Correction" means any action the City requires the Owner to take in order to obtain a City Approval.

1.5 "Mortgage" means a mortgage, deed of trust or similar security instrument or transaction with respect to the Property, or any portion thereof or any interest therein, which is pledged as security, contracted for in good faith and for fair value in connection with the Project.

1.6 "Mortgagee" means the holder of the beneficial interest under a Mortgage.

1.7 "Owner" means the individual or entity having a legal or equitable interest in the Property, including, without limitation any successor-in-interest of Owner, subject to any limitations on assignment.

1.8 "Person" means any individual, partnership, limited-liability company, corporation or other legal entity.

1.9 "Special Development Standards" means the requirements attached to this Second Amended Agreement as Exhibit D which differ from the existing requirements of the City, or those enforced or interpreted by City which are in force upon execution of this Second Amended Agreement (including the City's Master Plan) governing (i) permitted uses of the Property; (ii) timing of implementation of the development of the Property; (iii) the density and intensity of use of the Property; (iv) design, improvement, construction and building standards; (v) occupancy of the Property; and (vi) specifications applicable to the Project.

1.10 "Project" is the development approved by City for the Property, to specifically include the construction of 29 otherwise nonconforming single family residences, one (1) on each lot of the Property, including, without limitation, all amendments and modifications to the Special Development Standards pursuant to this Second Amended Agreement; and including any other development approved by the City and added to this agreement by amendment as defined in section 12 herein.

1.11 "Property" is the real property described and depicted in Exhibits A and B to this Second Amended Agreement; and including any other real property added to this Second Amended Agreement by amendment as defined in section 12 herein.

2 INCORPORATION OF RECITALS AND EXHIBITS. All Recitals to this Second Amended Agreement and the exhibits set forth below are incorporated into this Second Amended Agreement by this reference:

Exhibit Designation

Description

A	Property Description
B	Map of Property
C	Master Plan for Copper Trails
D	Special Development Standards

3 INTEREST OF OWNER. Owner represents and warrants that Owner holds title to the Property in fee simple and that such title is held solely and without joint tenants, tenants in common, or encumbrances other than those specifically disclosed to the City in a preliminary title report and approved of by the City prior to the Effective Date.

4 EFFECT OF AGREEMENT ON LAND USE REGULATIONS.

4.1 Vested Right to Develop. Provided Owner strictly complies with all terms and conditions set forth in this Agreement, to include requirements incorporated herein by reference, Owner shall have the vested right to develop the Project on the Property in accordance with the Effective Standards, as modified by the Special Development Standards pursuant to the terms of this Second Amended Agreement and Section 278.0201 of the Nevada Revised Statutes, except as otherwise specifically provided in this Second Amended Agreement.

4.2 Application of Effective Standards. The permitted uses of the Property, the density and intensity of use, the maximum height, build and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the location of public improvements, location of public utilities and all other terms and conditions of development applicable to the Property shall be those set forth in the Special Development Standards listed herein and attached hereto as Exhibit D.

5 OWNER AND CITY RESPONSIBILITIES, WARRANTIES AND ASSURANCES

5.1 Assurances to Owner. The Parties acknowledge that the public benefits to be provided by the Owner to City pursuant to this Second Amended Agreement are in consideration for and reliance upon assurances that City will permit development of the Property in accordance with the terms of this Second Amended Agreement. Accordingly, City agrees that it will not attempt to restrict or limit the development of the Property through the imposition of new requirements not contemplated by this Second Amended Agreement; *provided*, nothing herein shall be interpreted so as to exempt the Owner from need to obtain City Approvals. City acknowledges that the Owner cannot, at this time, predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors, such as market demand, interest rates, absorption, completion schedules, and other factors which are not within the control of the Owner or the City. Except as otherwise provided in this Second Amended Agreement, the Owner shall have the

vested right to develop the Property at such rate and at such time as the Owner deems appropriate within the exercise of the Owner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary. It is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the development of the Project or any portion thereof, whether adopted by initiative or otherwise, shall apply to the Property to the extent such moratorium or other similar limitation is in conflict with the express provisions of this Second Amended Agreement. Notwithstanding the foregoing, nothing in this Section shall excuse or release the Owner from any obligation set forth in this Second Amended Agreement which is required to be performed on or before a specified calendar date or event, irrespective of whether the Owner proceeds with the Project.

The Owner shall present the Final Subdivision Map for the approval of the subdivision of the Property to the City Council within four (4) years of the Effective Date of the approval of the Preliminary Map.

The Owner shall have the option to add to this Second Amended Agreement additional development in the larger parcel of real property shown on the Master Plan for Copper Trails and shown on Exhibit C to this Second Amended Agreement, subject to the necessary approvals by the City and an amendment to this Second Amended Agreement in accordance with Section 12 herein.

6 CITY APPROVALS AND OTHER GOVERNMENTAL PERMITS

6.1 City Approvals and Effective Standards. The City will cooperate with the Owner in obtaining all City Approvals. In the event the City does not grant a requested City Approval, the City will provide the Owner with a specific written list of reasons why the approval was not granted. Every listed reason for denying a requested City Approval shall be consistent with the Effective Standards. The Owner's engineer shall submit each Measure of Correction which shall be consistent with the Effective Standards and approved by the City Engineering Department. If the Owner resubmits an application for a City Approval incorporating all or substantially all suggested Measures of Correction, the City shall not unreasonably withhold the applicable City Approval.

6.2 Processing of City Approval. City must process all City Approvals within a reasonable time. Upon request from Owner, City must promptly inform Owner of all necessary information and submission requirements in connection with each application for a City Approval.

7 TERM. The term of this Second Amended Agreement ("Term") shall commence on the Effective Date and shall terminate at midnight on the day before the Ninety-Ninth (99th) annual anniversary of the Effective Date, unless the Term is otherwise extended in accordance with NRS 278.0201.

8 PROJECT CHANGES; PERMITTED DEVIATIONS. No material or substantial change, modification, revision or alteration to the Project ("Material Change") shall be made without the prior written consent of the City. In addition, no Material Change to the Project shall be effective unless and until the parties have executed and delivered an appropriate amendment to this Second Amended Agreement. Notwithstanding anything to the contrary in this Section, the City recognizes that in the development of the Project, Owner shall be required, and is hereby permitted, to deviate in non-material respects from the approved description of the Project, and that any such "non-material deviation" shall not require amendment to this Second Amended Agreement or any existing City Approvals (except as set forth in the next sentence) or other approvals. Any such non-material deviations shall be approved by the City Manager or the City Manager's designee prior to Owner's implementation of the changes, provided such non-material deviations otherwise comply with the City Code and other generally applicable City requirements, and approval of any such non-material change shall not be unreasonably withheld. The City, in its reasonable discretion, shall determine whether a requested change is a Material Change.

9 DEFAULT. Either party shall be in default ("Default") under this agreement upon the occurrence of any of the events described in this Section.

9.1 Failure of a party to perform any obligation required of such party pursuant to this Second Amended Agreement within ninety (90) days after written notice of Default from the other party demanding performance of the obligation; *provided*, however, that if the nature of the obligation is such that it reasonably cannot be performed in ninety (90) days, then the party receiving the notice of Default shall not be in Default if such party commences the cure of the alleged Default within such ninety (90) day period and diligently continues the cure to completion. Any notice of Default given pursuant to this Section shall describe the obligation alleged to be in Default in reasonable detail, shall list the authority (including reference to the appropriate document(s)) pursuant to which the obligation is due, and shall not be sent until on or after the due date of the obligation.

9.2 The cure periods of this Section 9 are subject to Section 13 below (Mortgagee Protection) and shall be extended to the periods described in Section 13 for the cure of a Default if there is a Mortgage on the Property and Owner is the party alleged to be in Default.

9.3 Force Majeure. The obligations by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including, to the extent applicable, the following: war; insurrection; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; hazardous waste and the remediation thereof; geologic or hydrologic features which could not have been

discovered through reasonable diligence prior to the Effective Date; fires; acts of God; and governmental restrictions imposed or mandated by other governmental entities which could not have been foreseen prior to the Effective Date. (hereinafter "*force majeure*"). If written notice of such *force majeure* is provided to the other Party within a reasonable time, but in no case more than ten (10) days, an extension of time for such cause will be granted by the other Party for the period of the resulting delay, or longer as may be mutually agreed upon by the Parties in writing. In no event shall adverse market or financial conditions constitute an event of *force majeure* extending the time for such Party's performance hereunder. The Term of this Second Amended Agreement shall be extended by an event of *force majeure* by an amount equal to the time that the *force majeure* has prevented the Party's performance hereunder, provided the party seeking the extension has satisfied the requirements of this Section.

10 DEVELOPMENT FEES. During the Term of this Second Amended Agreement, City shall not levy or require any site-specific Development Fees with respect to the Project (i.e., Development Fees that are not of general application and are imposed only on the Property), except those which are set forth in this Second Amended Agreement and those which are in effect on the Effective Date of this Second Amended Agreement.

11 PERIODIC CITY REVIEW OF AGREEMENT COMPLIANCE. City shall review this Second Amended Agreement at least once every twelve (12) months after the Effective Date for compliance by the Owner. During each periodic review, Owner shall provide City with any information reasonably required to demonstrate Owner's compliance with this Second Amended Agreement.

12 AMENDMENT. This Second Amended Agreement may only be amended or canceled through a written instrument signed by the Parties and approved by the City Council which states that it is an amendment to or cancellation of this Second Amended Agreement, *provided*, that the City shall at all times have the right to amend or cancel this Second Amended Agreement, in whole or in part, in accordance with NRS 278.0205.

13 MORTGAGE PROTECTION. This Second Amended Agreement shall be superior and senior to any lien placed upon the Property (or any portion thereof), including, without limitation, the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Second Amended Agreement shall be binding and effective against any Person (including any Mortgagee) who acquires title to the Property (or any portion thereof) by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

13.1 Notwithstanding the foregoing provisions of this Section 13, no Mortgagee, in its capacity as Mortgagee, shall have any obligation or duty under this

Second Amended Agreement to construct or complete the construction of improvements in connection with the Project or to guaranty such construction of completion; *provided*, however, that: (i) a Mortgagee shall not be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development of the uses and improvements provided for or authorized by this Second Amended Agreement, and subject to all of the standard terms and conditions hereof, or as otherwise permitted under any of the other Effective Standards; and (ii) no Mortgagee or successor thereof shall be entitled to the rights and benefits of Owner hereunder or entitled to enforce the provisions of this Second Amended Agreement against City unless and until such Mortgagee or successor thereof becomes an assignee of Owner pursuant to the terms of this Second Amended Agreement. Any Mortgagee or successor thereof who comes into possession of the Property (or any portion thereof) pursuant to foreclosure of a Mortgage or deed of trust, deed in lieu of foreclosure, or sale in foreclosure, shall take the Property (or such portion thereof) subject to any pro rata claims for payment or charges against the Property (or such portion thereof) which accrue prior to the time such Mortgagee or successor thereof comes into possession of the Property or portion thereof.

13.2 If City receives written notice from a Mortgagee requesting a copy of any notice of Default given to Owner pursuant to this Second Amended Agreement and specifying the notice address for the Mortgagee, then City shall deliver to the Mortgagee, concurrently with notice to Owner, any notice of Default given to Owner. Each Mortgagee shall have the right (but not the obligation) to cure or remedy, on behalf of Owner, any alleged Default of Owner. Provided the Mortgagee gives prompt written notice to the City of its intent to cure, the cure period shall be equal to the cure period applicable to the Owner plus thirty (30) days and shall commence on the date the Mortgagee receives notice of the alleged Default. If the alleged Default is of a nature which can only be remedied or cured through Mortgagee obtaining possession of the Property or any portion thereof, such Mortgagee shall seek to obtain such possession with diligence, and the Owner will diligently cooperate therewith, and the Mortgagee shall thereafter remedy or cure the Default within one hundred and twenty (120) days after obtaining possession of the Property. If City fails to give the notice required by this Section, City shall be deemed to have complied with this Section if: (i) City has not done anything to impair the lien of the Mortgagee that did not receive the required notice of the Owner default; and (ii) City subsequently provides the Mortgagee in question proper notice and opportunity to cure as required by this Section. Nothing in this Section 13 shall authorize any Mortgagee to undertake or continue construction of completion of any improvements comprising the Project (beyond the extent necessary to conserve or protect improvements or construction already made) or otherwise work toward development of the Project without first becoming an assignee of Owner pursuant to this Second Amended Agreement.

14 ASSIGNMENT AND TRANSFER. Subject to the provisions of this Section, Owner shall have the right to sell, assign or otherwise transfer this Second

Amended Agreement, and all or any portion of Owner's rights, duties and obligations hereunder (collectively, a "Transfer") to any Person at any time throughout the Term with the prior approval of the City Council. To make an effective Transfer the following must occur: (i) Owner shall notify the City at least forty-five (45) days prior to the effective date of the proposed Transfer, which notice shall provide the name and contact information of the assignee; (ii) the assignee must agree, through a signed writing in a form reasonably acceptable to the City, to assume all of the Owner's remaining obligations under this Second Amended Agreement relating to the proposed Transfer; (iii) all applicable requirements of NRS 278.0201 *et seq.* must be satisfied, and (iv) the Transfer must be approved by the City Council. Once a Transfer has become effective through approval by the City Council, Owner shall be released from all obligations relating to the portion of such Owner's obligations under this Second Amended Agreement included in the Transfer.

15 COVENANTS RUNNING WITH THE LAND; EQUITABLE SERVITUDES; CC&Rs.

15.1 Subject to the terms of this Second Amended Agreement, all of the terms, conditions, covenants and provisions of this Second Amended Agreement shall be binding upon the parties and their respective successors-in-interest, shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including, without limitation, Nevada Revised Statutes, Section 278.0203. Each covenant to do or to refrain from doing some act on the Property hereunder: (i) is for the benefit of the real property comprising the Property; (ii) runs with the Property; and (iii) is binding upon and shall benefit each party and each successive owner during such owner's ownership of the Property, or any portion thereof, and each person having an interest therein derived in any manner.

15.2 All of the Special Development Standards shall be applicable and enforced during the plan review process for permits and will not be included in CCR's for the property.

16 INDEMNIFICATION. Owner shall indemnify, defend, protect and hold harmless City, its officers, agents, employees and representatives from and against any and all liability for damage or claims for damage for personal injury including death and claims for property damage relating to the Project which arise from the acts or omissions of Owner or its contractors, subcontractors, agents, employees or other representatives; *provided*, however, that the indemnification and other obligations of Owner under this Section shall not apply to the extent that the claimed damage or injury is caused by City, its officers, agents, employees or other representatives.

17 ENFORCEMENT. Throughout the Term, this Second Amended Agreement shall be enforceable by any Party, despite a change in the Effective Standards, and each Party hereby consents to and authorizes the other Party to enforce

this Second Amended Agreement through an action for specific performance. Notwithstanding the foregoing, nothing herein shall constitute a waiver of any immunities available to the City with respect to the imposition of monetary damages. The Parties agree that all acts of the City Council contemplated under this Second Amended Agreement shall be deemed legislative acts and all acts of City officials Second Amended contemplated under this Second Amended Agreement shall be deemed discretionary acts.

18 GENERAL PROVISIONS.

18.1 Further Assurances. Owner shall each promptly sign and deliver any and all additional documents and perform any and all acts reasonably necessary to perform its obligations and carry out the intent expressed in this Second Amended Agreement. Upon the request of the City at any time, the Owner shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Second Amended Agreement or to evidence or consummate the transactions contemplated by this Second Amended Agreement.

18.2 Estoppel Certificate. Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Second Amended Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Second Amended Agreement or, if in default, to describe therein the nature and amount of any such defaults. ("Estoppel Certificate"). A Party receiving a request hereunder shall execute and return such certificate within sixty (60) days following the receipt thereof. Any third party including a Mortgagee shall be entitled to rely on the Estoppel Certificate.

18.3 Notices. Any notice or other communication given hereunder ("Notice") shall be in writing and personally delivered, sent by facsimile, or sent by United States registered or certified mail or sent by a nationally recognized courier service such as Federal Express, address as follows:

IF TO CITY:	City of Elko Attn: Development Manager 1751 College Ave. Elko, NV89801
IF TO OWNER:	Copper Trails Attn: Robert Fitzgerald, Manager PO Box 8070

Reno, NV 89507

Delivery of any Notice shall be deemed made on the date of its actual delivery if personally delivered, and on the date indicated in the return receipt or courier's records as the date of its delivery or first attempted delivery if sent by mail or courier. Any Notice given by facsimile shall be deemed delivered when received by the facsimile machine of the receiving party if received before 5:00p.m. (Pacific Time) on the business day received; otherwise, delivery shall be deemed to have occurred on the next business day. The transmittal confirmation receipt produced by facsimile machine of the sending party shall establish a presumption that the Notice was received. Any party may change its address or facsimile number for Notice purposes by giving Notice to the other party.

18.4 Time Periods. The time periods in this Second Amended Agreement shall be computed by excluding the first and including the last day. Except as otherwise provided herein, all time periods measured by days in this Second Amended Agreement shall be measured by calendar days and, if the day in that period falls on a Saturday, Sunday or legal holiday, then the last days of the period shall be deemed to be the next following business day.

18.5 Interpretation. Each party and its counsel have reviewed and revised this Second Amended Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Second Amended Agreement or any exhibits hereto.

18.6 Severability. If any provision of this Second Amended Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Second Amended Agreement (and the affected provision to the extent it is invalidated or deemed unenforceable) shall remain valid and enforceable and in full force and effect.

18.7 No Partnership. This Second Amended Agreement shall not be construed as creating a partnership or joint venture between Owner and City or between either of them and any third party or cause either of them to be responsible in any manner for the other's or any third party's debts or obligations.

18.8 No Beneficiaries. No parties other than City and Owner and their successors and assigns shall have any rights or remedies under or by reason of this Second Amended Agreement.

18.9 No Waiver. A waiver by either party of a right or of a default by the other party is effective only if it is in writing signed by the waiving party and shall not be

construed as a waiver of any other right or default.

18.10 Governing Law. This Second Amended Agreement shall be interpreted, enforced and governed under the laws of the State of Nevada. Jurisdiction and venue for any disputes arising in connection with this Second Amended Agreement or the Property shall be in the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko.

18.11 Counterparts. This Second Amended Agreement may be executed in counterparts, all of which shall constitute one instrument.

18.12 Headings. Section headings are for reference purposes only and do not affect this Second Amended Agreement.

18.13 Amendment. This Second Amended Agreement shall only be amended in the manner provided herein.

18.14 Entire Agreement Binding Effect. This Second Amended Agreement is intended by City and Owner as the final expression and the complete and exclusive statement of their agreement with respect to subject matter hereof and any prior or contemporaneous agreements or understandings, oral or written, which may contradict, explain or supplement these terms shall not be admissible or effective for any purpose.

18.15 State and Local Construction Requirements. All improvements must comply with all applicable State and Local Building Codes, Mechanical Codes, Electrical Codes, Plumbing Codes, Fire Codes and Administrative Codes for the administration of all forgoing Codes. In addition, Owner must comply with all State and Local Subdivision requirements found in NRS Chapter 278 and the Elko City Code Title 4.

IN WITNESS WHEREOF, City and Owner have executed this Second Amended Agreement as of the date first set forth above.

THE CITY OF ELKO

Reece Keener, Mayor

STATE OF NEVADA)

: ss.

COUNTY OF ELKO)

This instrument was acknowledged before me on _____, 20193 by
Reece Keener, Mayor of the City of Elko.

NOTARY PUBLIC

Copper Trails LLC

By: _____
Robert Fitzgerald, Manager

STATE OF NEVADA)

: ss.

COUNTY OF ELKO)

This instrument was acknowledged before me on _____, 20193 by Robert
Fitzgerald, Manager,
Copper Trails LLC .

NOTARY PUBLIC

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT A
COPPER TRAILS, PHASE 2
DEVELOPMENT AGREEMENT FOR COPPER TRAILS, LLC
November 12, 2018

A parcel of land located in Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Parcel G, as shown on the Parcel Map for Copper Trails, LLC, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 748288, more particularly described as follows:

Beginning at the most Southerly Corner of said Parcel G being Corner No. 1, the True Point of Beginning;

Thence N 48° 02' 03" W, 165.63 feet along the Southwesterly Line of said Parcel G to Corner No. 2;

Thence N 82° 17' 04" W, 35.53 feet along the said Southwesterly Line of Parcel G to Corner No. 3;

Thence N 41° 57' 57" E, 4.00 feet along the said Southwesterly Line of Parcel G to Corner No. 4;

Thence N 48° 02' 03" W, 100.00 feet along the said Southwesterly Line of Parcel G to Corner No. 5;

Thence N 46° 54' 23" W, 72.35 feet along the said Southwesterly Line of Parcel G to Corner No. 6;

Thence N 16° 43' 43" W, 151.21 feet along the said Southwesterly Line of Parcel G to Corner No. 7;

Thence N 48° 02' 02" W, 336.11 feet along the said Southwesterly Line of Parcel G to Corner No. 8;

Thence N 41° 57' 58" E, 145.00 feet to Corner No. 9;

Thence S 48° 02' 02" E, 5.35 feet to Corner No. 10;

Thence N 41° 57' 58" E, 81.81 feet to Corner No. 11;

Continued on Page 2

Continued from Page 1
Exhibit A, Copper Trails, Phase 2
Development Agreement
For Copper Trails, LLC

Thence S 48° 02' 02" E, 406.00 feet to Corner No. 12;

Thence S 39° 38' 21" E, 109.17 feet to Corner No. 13;

Thence S 44° 00' 35" E, 107.26 feet to Corner No. 14;

Thence S 48° 02' 31" E, 66.45 feet to Corner No. 15;

Thence N 42° 00' 02" E, 28.17 feet to Corner No. 16;

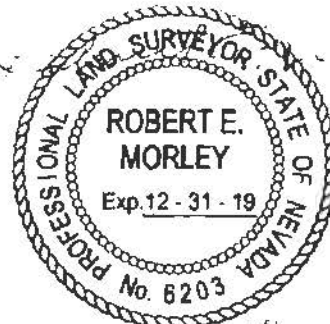
Thence from a tangent bearing N 42° 00' 02" E, on a curve to the left with a radius of 75.00 feet, through a central angle of 20° 42' 33", for an arc length of 27.11 feet to Corner No. 17;

Thence S 68° 42' 31" E, 50.00 feet to Corner No. 18;

Thence S 68° 45' 41" E, 104.89 feet to Corner No. 19, a point being on the Southeasterly Line of said Parcel G, also being on the Northwesterly Right of Way of Copper Street;

Thence S 42° 00' 02" W, 376.81 feet along the said Southeasterly Line of Parcel G and also along the said Northwesterly Right of Way of Copper Street to Corner No. 1, the point of beginning, containing 5.139 acres, more or less.

Reference is hereby made to Exhibit B, Map to Accompany Copper Trails, Phase 2 Development Agreement for Copper Trails, LLC, attached hereto and made a part hereof.



Prepared by Robert E. Morley, PLS
640 Idaho Street

Page 2

High Desert Engineering
Elko, NV 89801

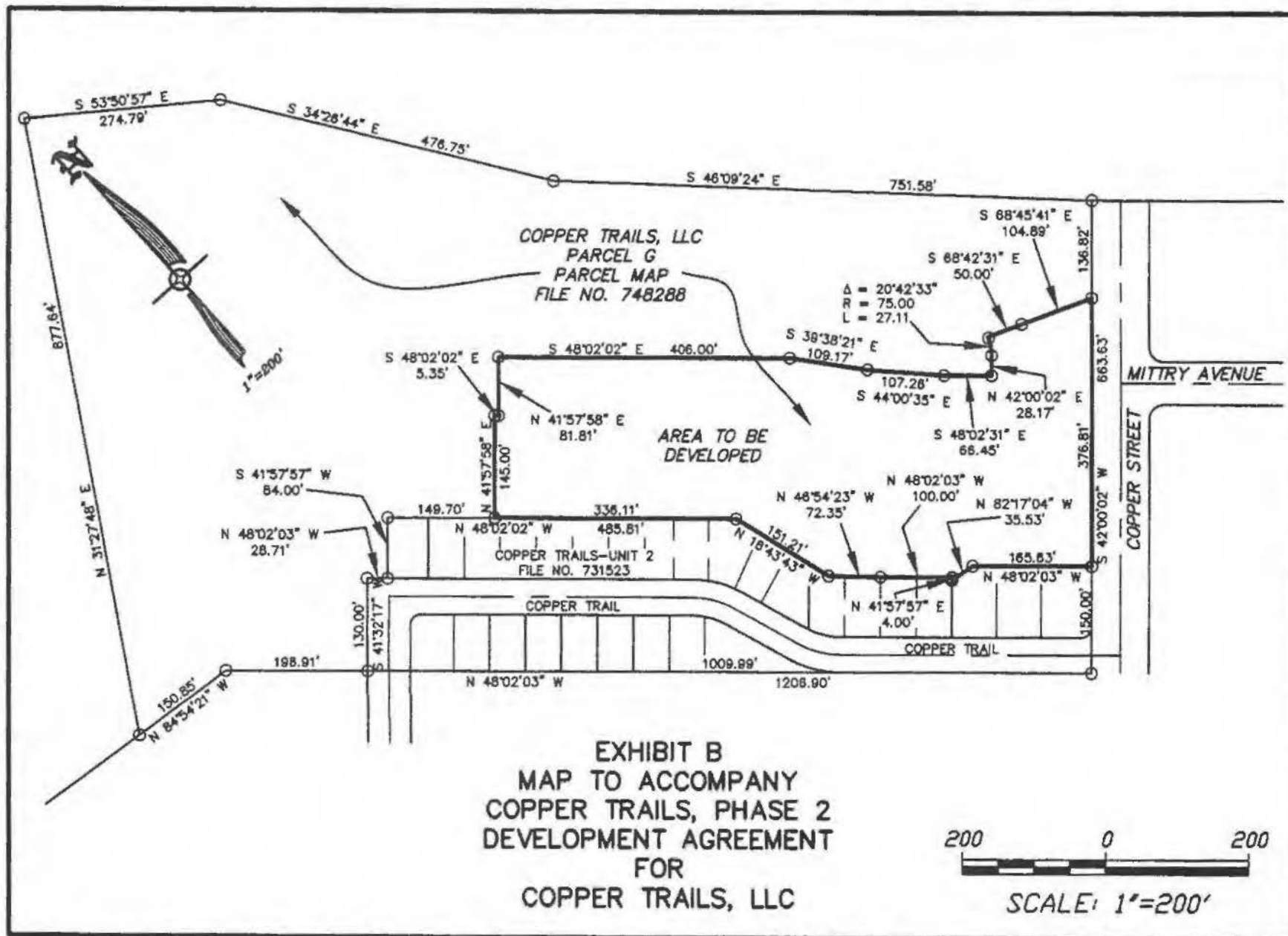


EXHIBIT C

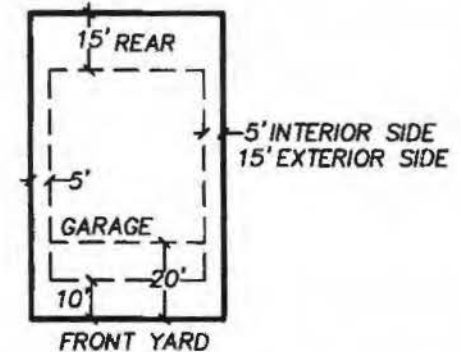


LOT WIDTH

PHASE	40'	%	50'	%	57'	%	60'	%	68'	%	TOTAL
1	2	7.4%	19	70.4%	0	0.0%	5	18.5%	1	3.7%	27
2	0	0.0%	16	55.2%	9	31.0%	1	3.5%	3	10.3%	29
3	0	0.0%	8	40.0%	1	5.0%	4	20.0%	7	35.0%	20
4	0	0.0%	11	33.3%	13	39.4%	3	9.1%	6	18.2%	33
5	0	0.0%	9	42.8%	5	23.8%	1	4.8%	6	28.6%	21
TOTAL	2	1.5%	63	48.5%	28	21.5%	14	10.8%	23	17.7%	130

NOTE: THE MINIMUM LOT DEPTH IS 80' WITH ADDITIONAL DEPTH FOR REAR YARD SLOPES WHERE APPLICABLE.

ALL PROPOSED RIGHT OF WAYS ARE 50 FEET
ALL PROPOSED STREETS ARE LOCAL RESIDENTIAL



TYP. LOT SETBACKS

Elko City Council
Agenda Action Sheet

1. Title: **Second reading for Ordinance No. 837, an Amendment to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution" and matters related thereto". FOR POSSIBLE ACTION**
2. Meeting Date: **January 8, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **Council initiated Staff to make changes to City Code Title 4, Chapter 9, "Prostitution," as well as to complete a business impact statement on October 23, 2018. On December 11, 2018, Council determined there was a direct and significant impact to businesses due to the proposed rule fee structure (pursuant to NRS 237.080). Furthermore, Council approved the business impact statement subject to the proposed fee structure being changed to \$5000 per applicant for the application, \$6500 for a new license, and \$6500 for an annual renewal of the brothel license. During the first reading of Ordinance No. 837 on December 18, 2018 the Council approved the first reading subject to a change in section 4-9-7 C. "Report of investigation results to within 90 days the police shall report the results of the foregoing investigation in writing to the Board;" Today is the second reading of the ordinance with this change included. The resolution will follow. KW**
6. Budget Information: **N/A**

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **See above**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve Ordinance No. 837, amendment to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution".**
10. Prepared By: **Kelly Wooldridge, City Clerk; Chief Ben Reed**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO
ORDINANCE NO. 837

AN ORDINANCE AMENDING TITLE 4, CHAPTER 9, OF THE ELKO CITY CODE ENTITLED
"PROSTITUTION" BY ADDING NEW LANGUAGE AND CLARIFYING MATTERS RELATED
THERETO.

WHEREAS, the City of Elko desires to amend the City Code to provide clarification regarding the requirements applicable to the privilege license needed to operate a house of prostitution;

WHEREAS, the City Council desires to enact this ordinance amending and adding sections to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution," clarifying certain provisions and incorporating various requirements set forth in the Nevada Revised Statutes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO DOES ORDAIN:

For amendment purposes, words in bolded italics and underlined is new language; words ~~crossed-out~~ are material to be omitted.

Section 1: Title 4, Chapter 9, is hereby added to read as follows:

BROTHELS

- 4-9-1: PRIVILEGE LICENSE:
- 4-9-2: PROSTITUTION NOT AN OFFENSE OR NUISANCE:
- 4-9-3: UNLAWFUL UNDER CERTAIN CONDITIONS:
- 4-9-4: DEFINITIONS:
- 4-9-5: LICENSING AND CONTROL BOARD CREATED:
- 4-9-6: LICENSE APPLICATION, CONTENTS:
- 4-9-7: LICENSE APPLICATION, FILING AND INVESTIGATION:
- 4-9-8: LICENSE RESTRICTIONS:
- 4-9-9: BOARD MAY IMPOSE OTHER RESTRICTIONS; 4-9-10: ZONING:
- 4-9-11: LICENSE ISSUANCE:
- 4-9-12: LICENSE FEES:
- 4-9-13: WORK PERMIT REGISTRATION REQUIREMENTS:
- 4-9-14: MEDICAL EXAMINATION REQUIRED OF ALL SEX WORKERS:
- 4-9-15: GENERAL PROVISIONS:
- 4-9-16: REVOCATION OF LICENSES:
- 4-9-17: EXCEPTION TO HEARING PROCEDURE (EMERGENCY SUSPENSION OF BROTHEL LICENSE):
- 4-9-18: LICENSE NOT TRANSFERABLE:
- 4-9-19: DEATH OR RESIGNATION OF PERSON LISTED ON LICENSE:
- 4-9-20: CRIMINAL PENALTY:
- 4-9-21: SEPARABILITY:

4-9-1: PRIVILEGE LICENSE:

No applicant for a license under this chapter or other matters requiring affirmative Board approval in order to operate a brothel has any right to the license or the granting of the approval sought. Any license issued or other Board approval granted pursuant to the provisions of this chapter is a revocable privilege and no holder, licensee or other recipient of the license or approval acquires any vested right therein or thereunder.

4-9-2: PROSTITUTION NOT AN OFFENSE OR NUISANCE:

The operation of a brothel or house of prostitution within the city in accordance with the provisions of this chapter does not constitute a public nuisance or an offense to public decency.

4-9-3: UNLAWFUL UNDER CERTAIN CONDITIONS:

A. It is unlawful for any person, firm or corporation to engage in prostitution, or keep, own or operate a brothel or house of prostitution of any description within the city, except as provided in this chapter.

B. It is unlawful for any owner, operator, bartender, manager or other employee of a licensed brothel to allow any person to practice prostitution or to solicit business for a sex worker or to procure any person for the purpose of prostitution within the city, except within the premises of a licensed brothel and within the boundaries of the restricted commercial district as set forth in the city zoning code. There will be no "out dates;" accordingly, sex workers shall not be hired from a brothel for the purpose of prostitution to accompany a customer outside the brothel at which the sex worker is employed. All soliciting of prostitution and acts of prostitution must take place inside the premises of a licensed brothel.

C. In the trial of any case arising under the provisions of subsection A or B of this section, evidence of general reputation shall be relevant and admissible evidence as to the question of the ill fame of any brothel and to the question of the ill fame of any person alleged to be practicing prostitution.

4-9-4: DEFINITIONS:

As used in this chapter, the following words will be defined as follows:

APPLICANT: Any person applying to the Board for a license under the provision of this chapter, together with all persons listed in subsections 4-9-6 A and B of this chapter.

BOARD: The city council of the city of Elko.

BROTHEL: A business that offers or provides prostitution.

Brothel Worker – Any person employed by a brothel working and/or residing at a house of prostitution not classified as a bartender or sex worker.

CITY CLERK: The city clerk of the city of Elko.

EMPLOYED: Hired as an employee or independent contractor.

HOUSE OF PROSTITUTION: Any building or other structure in which prostitution is offered or provided, to include a house of ill fame or bawdy house.

LICENSEE: A person to whom a license has been issued under this chapter.

LICENSE FEE: Any money required in accordance with this chapter to be paid to the city to obtain, amend or renew a license under this chapter.

PERSON: A natural person, any form of business or social organization and any other nongovernmental legal entity including, but not limited to, a corporation, partnership, association, trust or unincorporated organization. The term does not include a government, governmental agency or political subdivision of a government.

POLICE: The police chief of the city of Elko.

PROSTITUTION: Engaging in sexual conduct with another natural person in return for a fee, monetary consideration or other thing of value.

SEX WORKER: A natural person who for a fee, monetary consideration or other thing of value engages in sexual intercourse, oral-genital contact or any touching of the sexual organs or other intimate parts of a person for the purpose of arousing or gratifying the sexual desire of either person..

WORK CARD OR WORK PERMIT: A permit issued by the police to applicants who meet the requirements of this chapter permitting the applicant to perform work authorized by this chapter.

4-9-5: LICENSING AND CONTROL BOARD CREATED:

A. City Council Designated: The city council, referred to herein as the "Board," shall act as a prostitution licensing and control board.

B. Duty: It shall be the duty of the Board to carry out and enforce the provisions of this chapter.

C. The Board, by resolution, shall promulgate a schedule of the fees required by this title.
The schedule of fees may be amended from time-to-time by resolution of the Board.

D. Powers: Powers of the Board shall include, but shall not be limited to, the power to:

1. Receive all license applications submitted under the provisions of this chapter;
2. Investigate all applicants for a license under the provisions of this chapter;
3. Grant or refuse to grant the license provided for in this chapter;
4. Receive complaints concerning alleged violations of this chapter;
5. Revoke or temporarily suspend or place restrictions and conditions on licenses issued under the terms of this chapter;
6. Place licensees on probation;

7. Exercise any proper power and authority necessary to perform its duties pursuant to this chapter; and
8. Hear appeals from decisions of the police.
9. The powers of the Board enumerated above are not exclusive and shall not be interpreted in such a manner as to limit any other powers that the Board may otherwise possess.

4-9-6: LICENSE APPLICATION, CONTENTS:

Any person desiring to own or operate a brothel within the city (individually or collectively referred to as the "applicant" or "applicants") shall first apply to the Board for a brothel license. The license application shall satisfy the following requirements and contain the following information about the owner, the operator and any person who will act on behalf of the owner or operator as a manager or other agent with management authority, together with all other information identified in each subsection pertaining to the brothel and the house of prostitution:

- A. Names, ages and addresses of all persons who have or will have any financial interest in the brothel or house of prostitution, including the owner of the real property if the real property is leased to the owner or operator of the brothel; provided, in the event the person having the financial interest in the brothel or house of prostitution is a corporation, limited liability company or other business association, only persons having an ownership interest of one-third or more in the corporation, limited liability company or other business association shall be identified on the application;
- B. Names, ages and addresses of persons who are or will be personally responsible for the conduct and management of the brothel;
- C. A recent photograph and complete set of fingerprints of all persons listed in subsections A and B of this section;
- D. Names and addresses of all other businesses in which the applicant has any financial interest, including the type of such business and the nature of the applicant's interest;
- E. Names and addresses of all employers of the applicant for the preceding ten [five (5) years]; 10 years;
- F. All of the applicant's addresses for the preceding ten [five (5) years]; 10 years;
- G. A list of all prior convictions of the applicant for any crime, excluding minor traffic violations, which list shall include a statement of the offense, the place of its occurrence, the date of its occurrence, and the disposition of the case;
- H. A complete and accurate financial statement of the applicant, together with an audit of the applicant's finances conducted by a licensed certified public accountant;
- I. The street address of the property upon which the proposed brothel is to be operated, together with copies of all deeds, mortgages, deeds of trusts, liens or other encumbrances, leasehold interests, or other interests in or relating to the house of prostitution;

- J. Names, ages and addresses of all persons with leasehold interests in the house of prostitution;
- K. The business history of the applicant with respect to brothels and houses of prostitution, to include prior or concurrent ownership, management, employment or any other legal relationship the applicant has or has had with a brothel or house of prostitution;
- L. Whether the applicant, in previously operating any business at any location in the United States, has had a business license or privilege license revoked or suspended and, if so, the reason(s) therefor and a description of the business activity or occupation that was subject to the suspension or revocation;
- M. Any information needed to update or correct any information required by this chapter that is already on file with the city;
- N. Any other information reasonably deemed necessary or useful by the Board.

All information required under this section shall, upon enactment of this ordinance and thereafter, be promptly updated and corrected by the applicant whenever necessary to ensure that all such information on file with the city is current and accurate.

4-9-7: LICENSE APPLICATION, FILING AND INVESTIGATION:

- A. Filing; Investigation Fee: All license applications submitted under the provisions of this chapter shall be filed with the city clerk, ~~[along with a nonrefundable two thousand five hundred dollar (\$2,500.00) investigation fee. If the actual total cost of investigating any license application exceeds two thousand five hundred dollars (\$2,500.00) the applicant shall be responsible for and pay the city the amount in excess of two thousand five hundred dollars (\$2,500.00).]~~ along with a non-refundable fee in an amount set by resolution of the Board.
- B. Investigation: Upon presentation of any license application to the city clerk, the city clerk shall refer such application to the police for investigation. The police shall conduct a full investigation of all information contained in the license application, which investigation shall include, but shall not be limited to, the following:
 - 1. A complete review of all records of the Federal Bureau of Investigation and any other appropriate governmental organization concerning the criminal record of any applicant;
 - 2. A personal interview with each applicant;
 - 3. An interview, either personal or by mail, with all employers of the applicant and business associates of the applicant, as shown in the license application;
 - 4. An examination of the financial statement and financial background of the applicant; and
 - 5. Any other investigation reasonably deemed necessary by the police.

- C. Report of Investigation Results: Within ninety (90) days the police shall report the results of the foregoing investigation in writing to the Board, which report shall include, but shall not be limited to, the following:
1. A complete statement of the results of all portions of the investigation;
 2. A list of any errors or omissions found in the application;
 3. An evaluation of the personal qualifications, and financial status and background of the applicant.
- D. Board Action: Within thirty (30) days after receiving the foregoing police report, the Board may:
1. Refer the application back to the police for additional investigation;
 2. Require a personal interview with the applicant;
 3. Require the applicant to submit additional information relative to the application; and/or
 4. Grant, conditionally grant or refuse to grant a license under the provisions of this chapter.
- E. Refusal to Grant License: The Board may refuse to grant a license to any applicant based on a determination that the applicant or the application fails to satisfy any of the requirements of this chapter, or because granting the application would not be in the best interest of public health, safety or welfare. The Board may take into consideration any recommendation provided by the police in refusing to grant a license to an applicant.
- F. Revocation or Suspension of License. The Board may permanently revoke, or temporarily or conditionally suspend a license issued under this chapter; provided, the revocation or suspension shall be for cause; further provided, the revocation or suspension shall be made by the Board following a public hearing conducted in accordance with this chapter; further provided, in the event a license is revoked or suspended, the licensee or former licensee shall not be entitled to a refund of any money previously paid to the city for or in anticipation of issuance of the license.
- G. The following shall, without limitation, constitute grounds for refusal to grant a license to an applicant, or revocation or suspension of a license by the Board:
1. The applicant/licensee or the applicant's/licensee's spouse or any other individual listed on the application that would have any interest in the brothel, has been convicted of a felony;
 2. The applicant/licensee is financially insolvent or is inadequately financed;
 3. The applicant/licensee has a history of financial instability;
 4. The applicant/licensee has willfully omitted or incorrectly stated any material fact in the license application;

5. The applicant/licensee has a financial interest in or is associated with a business that is illegal where the business is located;
 6. Licensee would be contrary to the health, welfare or safety of the city or its residents;
 7. The house of prostitution is not in the correct zoning district;
 8. The applicant/licensee has one or more business relationships with persons who would be denied a license for reasons other than financial instability or insolvency.
 9. The applicant/licensee is a foreign business association that is not properly registered with the Nevada Secretary of State.
 10. The applicant/licensee is a Nevada business association that is not in active status with the Nevada Secretary of State.
 11. The applicant/licensee intends to utilize a manager or other agent to operate the brothel when the owner is not present and the manager or other agent would not qualify for a license under this chapter.
 12. A person who would not qualify for a license under this chapter has an ownership or possessory interest in the brothel or house of prostitution.
 13. The maximum number of brothels permitted under this chapter has been reached.
- H. Resubmittal; Time Limit: Upon denying any application for a license under the provisions of this chapter, the applicant shall have thirty (30) days within which to cure any defect in the application, and such application may be again submitted to the Board for reconsideration within thirty (30) days after such denial.

4-9-8: LICENSE RESTRICTIONS:

Every license issued under the provisions of this chapter shall have the following restrictions:

- A. Violations Not Permitted: No operation may be conducted in violation of any applicable city, county, state or federal ordinance, statute or regulation.
- B. Maximum Number Permitted: The maximum number of brothels permitted within the city limits is ~~five (5)~~ four (4).

4-9-9: BOARD MAY IMPOSE OTHER RESTRICTIONS:

The Board may, in its discretion and to promote the health, safety and welfare of the people of the city, and to promote the orderly conduct of the operation, impose additional restrictions, including, but not limited to, the following:

- A. Limitation on the number of sex workers that may be working in a brothel;
- B. Limitation on the type, signing and size of building in which a brothel may be operated;

- C. The Board may impose restrictions pursuant to this section prior to, during or after issuance of license;
- D. The police may issue procedural rules for the purpose of administering this chapter. All such rules shall be distributed to affected applicants and licensees prior to implementation. Rules issued by the police pursuant to this section shall be consistent with this chapter, must be approved by the Board before going into effect, and may be rescinded by the Board at any time.

4-9-10: ZONING:

No license shall be issued without the prospective licensee first obtaining proper zoning for the proposed house of prostitution.

4-9-11: LICENSE ISSUANCE:

- A. Content of License: Upon approval of all applications associated with a brothel, the Board shall issue a license for the brothel to the applicant, which license shall state:
1. The name and address or location of the brothel;
 2. Any restrictions or limitations imposed by the Board under section 4-9-9 of this chapter;
 3. The date of issuance of the license;
 4. The date of expiration of the license.
- B. Term of License: All licenses shall be issued for a term of no more than one (1) year, commencing on January 1 of the year the application was approved or the date of approval, whichever is later, and continuing thereafter until January 1 of the following year.
- C. Renewal: No later than thirty (30) days before the expiration date of any license, in the event the licensee seeks to continue to operate the brothel for an additional year after the term, the licensee shall apply to the city clerk, on forms provided by the city, for a renewal. The city clerk shall forthwith notify the police that a renewal application has been filed, and if any written complaint regarding the brothel shall have been received during that current license period, the police may cause the renewal application to be placed on the agenda of the next Board meeting, at which meeting the Board shall either renew or deny the license. If placed on the agenda, the Board shall conduct a hearing, and may summon witnesses, interview the licensee, interview any complainant, require additional investigation by the police, or do any and all other acts which the Board deems necessary or appropriate for its determination. If no such complaints have been received, the city clerk shall issue the renewed license upon compliance with and subject to the provisions of this chapter.
- D. Failure to Renew: Failure of any licensee to apply for a renewal in the manner required by subsection C of this section shall be grounds for the Board to revoke the license at its first regular meeting in January. Any license thus revoked may be reinstated only upon compliance by the licensee with all requirements of this chapter applicable to original license applications.

E. Changes in Ownership: In the event a brothel is owned by a business association, the business association shall not acquire a new owner unless:

1. The licensee furnishes to the police a list of all proposed persons who desire to acquire an interest in the brothel.
2. The Board approves the new owner(s) in accordance with the same substantive and procedural requirements applicable to new license applicants; and
3. The brothel pays a nonrefundable investigation fee in an amount set by resolution of the Board.

4-9-12: LICENSE FEES:

- A. Required: Every licensee shall pay a fee set by resolution of the Board for the privilege of operating a brothel in the city. The fee shall be paid annually or semiannually, as determined by resolution of the Board.
- B. Timing of Payment; Due Date; Termination: The licensee fee shall be submitted with the annual renewal application form, which shall be due on or before December 15 of each year during the term of the license. The failure of a licensee to submit a complete application and license fee in the proper amount on or before December 15 shall result in the termination of the license at the end of the current term.
- C. Fee Increases: The license fee may be increased from time-to-time by resolution of the Board.
- D. Partial Years; Timing of Payment; Fee Amounts: The amount of the license fee for a license granted for a portion of a calendar year which becomes effective on or before June 30 of that year shall be the amount required for a full year. The amount of the license fee for a license that becomes effective after June 30 shall be one-half of the amount required for a full year.

4-9-13: WORK PERMIT REGISTRATION REQUIREMENTS:

- A. Permit Required: It is unlawful for any person to work as a sex worker, bartender or manager at a brothel, or for any employee, independent contractor or agent of the brothel, to reside on the premises of a licensed house of prostitution, unless such person is the holder of a valid current work permit issued by the police in accordance with this chapter.
- B. Registration: Every sex worker, bartender, manager or employee working and/or residing on the premises of a licensed house of prostitution shall be registered with the police on a form provided by the police, referred to herein as a "work card," which shall include:
 1. The name, age, address, physical description and current picture identification of the applicant, together with a certified copy of the person's birth certificate;
 2. A full set of fingerprints of the person, which shall be updated every six (6) years;

3. All street and mailing address(es) of the person;
 5. Complete criminal record of the person, including all convictions, except minor traffic violations, which record shall include a list with a statement of each offense, and for each offense, the place of its occurrence, the date of its occurrence, its severity and its disposition;
 6. The work card application for a sex worker must be accompanied by either an application fee in an amount set by resolution by the Board or an annual renewal or revision fee in an amount set by resolution by the Board;
 7. The work card application for a person who is not a sex worker must be accompanied by an application fee in amount equal to the fee required to obtain a bar employee work permit under title 5, chapter 11 of this code;
 8. The work card shall be renewed annually;
 9. A work card for a sex worker must be renewed each time the sex worker commences work at a different brothel within the city.
- C. Investigation: The police shall investigate, through all available means, the accuracy of all information supplied by any applicant on the registration form.
- D. Prohibited Employees: No person may work as a sex worker or bartender, manager, or an as employee, independent contractor or other agent who resides on the premises of a licensed house of prostitution, who:
1. Has been convicted of the possession, use, sale or furnishing of any narcotic, hallucinogenic or dangerous drug within the past five (5) years;
 2. Is on probation resulting from a conviction of a felony;
 3. Has been convicted of any crime involving theft, embezzlement or misappropriation of funds within the past five (5) years;
 4. Has been convicted of any crime involving violence or the use of any deadly or dangerous weapon within the past five (5) years;
 5. Has been convicted of any crime involving the illegal use of firearms within the past five (5) years;
 6. Has willfully made any false statement or omission in the registration form required by subsection B of this section; or
 7. Is a person under twenty-one (21) years of age.
- E. Denial or Revocation Authority: The police may deny or revoke the work permit of a sex worker or of a bartender, manager, or of an employee, independent contractor or other agent who resides on the premises of a house of prostitution, who does not qualify under this section or who is found to be violating this code or state law. The person whose work

card has been denied or revoked may file an appeal to the Board within thirty (30) calendar days from the date in which the work card was denied or revoked.

F. Card Requirements; Restrictions:

1. Each sex worker, bartender, manager, and each employee, independent contractor or other agent who resides on the premises of a house of prostitution, shall file and maintain a current work card with the operator of the brothel before commencing work at the brothel. No work card shall be transferable. All work card shall state the name of the licensed brothel where the work card holder works. No sex worker shall change his or her place of work from one brothel to another without first notifying the police of the proposed change and obtaining a revised work card.
2. No person may possess more than one work card at a time or work for more than one brothel at a time.

G. Security Requirements/Inspections for Brothels:

1. A brothel may be operated with business entrance and exit doors that are either locked or unlocked. If the brothel elects to keep the business entrance and exit doors unlocked, they must remain unlocked at all times during posted business hours and the business hours must be posted on the entrance door. Upon complying with these conditions, the brothel need not provide keys to the police chief. If the brothel elects to keep the business entrance and exit doors locked during business hours, the owner or manager shall provide the police keys to all entrance and exit doors of the brothel. If door locks are changed, then current keys must be immediately provided to the police.
2. a. A brothel license granted pursuant to section 4-9-1 of this chapter is a revocable privilege. By applying for and receiving a brothel license, a person thereby gives consent and authorizes the police, or any other authorized representative of the city to enter the brothel business premises or any part of the house of prostitution under the control of the licensee and the principal office of the brothel at any time during brothel business hours for the purpose of examining the premises or the books of account of the brothel to ascertain the truth or veracity of statements made on the brothel license application and to verify that the licensee and the brothel are in compliance with requirements of the license, this code and state law.
- b. The person in charge of a licensed brothel shall cooperate with the State Board of Health or any other agency with jurisdiction during:
 - (1) Any investigation into the circumstances or cause of a case or suspected case, or of an outbreak or suspected outbreak of an infectious, contagious or communicable disease;
 - (2) The carrying out of measures for the prevention, suppression or control of an infectious, contagious or communicable disease, including procedures of exclusion, isolation and quarantine; and
- c. The failure of an owner, manager, employee, independent contractor or agent of a brothel to cooperate with an inspection authorized by this section:

(1) shall be grounds for the revocation or suspension of the brothel license; and

(2) shall be punishable as a misdemeanor as provided in section 1-3-1 of this code.

4-9-14: MEDICAL EXAMINATION REQUIRED OF ALL SEX WORKERS:

A. Examination Requirements: Every licensee shall ensure that the requirements of the State Board of Health or any other agency with jurisdiction are satisfied and that all medical examinations required by state statutes and regulations, this code and the license, are undergone by all sex workers working at the brothel. The foregoing medical examinations shall:

1. Be performed at least once a week. Medical examinations must be completed and the examination results made available to the police weekly, prior to medical exam record checks being conducted by the police department;
2. Be performed by or under the supervision of a physician or doctor of osteopathy duly licensed to practice medicine in this state;
3. Include all tests specified by the State Board of Health for the detection and diagnosis of sexually transmitted diseases including, but not limited to, weekly tests for gonorrhea and chlamydia; and a monthly blood test for syphilis and human immunodeficiency virus (HIV), which tests shall be processed at a licensed and approved clinical laboratory;
4. Include monthly tests approved by the State Board of Health for the detection of HIV. Appropriate specimens are to be submitted to and processed at a licensed and approved medical laboratory;
5. Include other medically approved tests deemed advisable by the physician or doctor of osteopathy for determining whether the sex worker is afflicted with any infectious, communicable or contagious disease;
6. Be performed at the location of the licensed operation, at the physician's office, at a hospital or clinic, as determined by the physician;
7. Have all samples and specimens submitted to a state licensed and approved medical laboratory for testing, with all tests performed and reported in accordance with NAC 441A.800 et seq. and all other applicable state requirements; provided, without limitation, no person may work as a sex worker at a brothel if such test results show the presence of chlamydia, syphilis, gonorrhea or the antibody to the human immunodeficiency virus.;
8. a. Sex workers who have registered with the police department but are awaiting the required test results may reside at the house of prostitution. The owner and the manager shall ensure that all sex workers awaiting test results and residing at the house of prostitution remain off the floor, which includes the bar area, and that such sex workers do not engage in any type of sexual activity until such test results have been received from the physician or doctor of osteopathy who performed the examination;

b. If any sex worker's test results are positive for an infectious, contagious or communicable disease, the sex worker must be pulled off the brothel floor immediately

and the sex worker's work card turned over to the police department. The sex worker must wait at the house of prostitution until the State Board of Health notifies the city that it has contacted the sex worker. Once contact by the State Board of Health with the sex worker has taken place, nothing in this chapter shall prohibit the sex worker from leaving the premises of the house of prostitution. If the sex worker chooses to remain at the house of prostitution, the sex worker must remain off the floor, which includes the bar area, and not engage in any type of sexual activity until a clearance to return to work has been communicated to the police department by the physician or doctor of osteopathy who performed the examination. If the owner is not physically present, the manager of the brothel shall to notify the police department when a sex worker leaves the brothel for any period in excess of 24 hours. Prior to returning to work after an absence of more than 24 hours, a sex worker must get a medical examination, must obtain a clearance from a licensed physician or doctor of osteopathy, and must pick up his or her work card at the police department;

9. All sex workers shall be tested to determine if they are infected with the hepatitis B virus (HBV) by a licensed and approved medical laboratory. If antibody testing shows a positive result for HBV, the sex worker will not be issued a work permit. If the results of the HBV are negative, it will be the responsibility of the sex worker to follow up with the vaccine series. Sex workers who are undergoing the hepatitis B vaccine series shall not be prohibited from working in a licensed brothel.

B. Physician Duties: After performing the examination required in subsection A of this section, the examining physician or doctor of osteopathy shall:

1. Notify the Police Department of every person examined and found not to be infected with a sexually transmitted, infections, contagious or communicable disease;
2. Notify the Police Department of every person examined and found to be infected with a sexually transmitted, infectious, contagious or communicable disease;
3. Report the results of such examinations weekly to the police;
4. If any sex worker examined is found to be infected with a sexually transmitted, infectious, contagious or communicable disease, the physician or doctor of osteopathy shall immediately notify the police and the brothel owner, operator and manager of such condition.

C. Denial Based On Positive Result of Test: No person who has been found to be infected with a sexually transmitted, infectious, contagious or communicable disease by an examining physician or doctor of osteopathy may again work as a sex worker in any brothel until such person has received and presented to the police examination results from an examining physician or doctor of osteopathy stating that the disease which resulted in the denial of the work permit has been cured and that the person is now free of any sexually transmitted, infectious, contagious or communicable disease.

D. Authority of Board: Nothing contained in this section shall prevent the Board on its own motion or upon complaints or reports from any person, from inquiring into the existence of any condition on the premises of any brothel or house of prostitution which might constitute or cause a health hazard.

4-9-15: GENERAL PROVISIONS:

A. Minors:

1. It is unlawful for any person under the age of twenty-one (21) years, except as otherwise specified in this chapter, to enter a house of prostitution or be a patron of any brothel.
2. It is unlawful for any licensee, or for any sex worker or employee of such licensee, to compel, entice, encourage, permit or suffer any person under the age of twenty-one (21) years, to enter a house of prostitution or be a patron of any brothel.

B. Advertising: It is unlawful for anyone who is not properly licensed by the city to own or operate a brothel, to advertise prostitution within the city by use of print, television or radio media, computers, flyers, CB radio, telephone books or any other form of advertising.

C. Work Without Permit: It is unlawful for any brothel licensee or employee of any licensee to allow any sex worker, bartender or manager, or any employee who resides on the premises of a house of prostitution, to work for or on behalf of a brothel without that person first obtaining a valid work card from the police. Notwithstanding the foregoing, persons performing part time maintenance or repair work or delivering supplies to a brothel or house of prostitution are not required to obtain a work permit for the performance of such duties unless they reside on the premises of the brothel or within the house of prostitution.

D. Translators: In the event a sex worker does not speak fluent English, the brothel shall, at its own expense promptly supply a translator shall be supplied whenever communication between the sex worker and city staff is requested by either the sex worker or the city or otherwise required. The foregoing includes, without limitation, the requirement that there is a translator whenever a police officer seeks to communicate directly with a sex worker. The translator must be a natural person who is properly trained and competent to translate between English and the native language of the sex worker. The translator may be present by telephone or other electronic means, so long as the means of communication is reliable and audible. The failure to provide a translator pursuant to this subsection shall, without limitation, be grounds for revocation or suspension of a brothel license.

4-9-16: REVOCATION OF LICENSES:

A. Causes: The Board may revoke or temporarily suspend any license issued under the provisions of this chapter or place a licensee on probation with or without conditions for any of the following causes, which list of causes is not intended to be exclusive:

1. Any cause that would constitute grounds for denial of a license under subsection 4-97E of this chapter;
2. Violation by the licensee of any provision of this chapter;
3. Violation by any sex worker, or other person who works on a regular daily or weekly basis for a brothel or in a house of prostitution, of any provision of this chapter with respect to which the licensee knew or should have known of the violation;

4. The licensee, with actual or constructive knowledge, permits the existence of any unlawful activity, or health or safety hazard, within the house of prostitution;
 5. The licensee employs a person as a sex worker when such person has not received a health examination as required by section 4-9-14 of this chapter;
 6. The licensee employs a person as a sex worker without having immediately available for inspection a current report from an examining physician or doctor of osteopathy verifying that the sex worker is free of any sexually transmitted, infectious, contagious or communicable disease;
 7. Willful refusal of the licensee to comply with any order of the Board issued under the provisions of this chapter;
 8. Any cause for revocation or suspension listed or described in this chapter; or
 9. Any other cause which the Board may determine, in its sound discretion, to be harmful or injurious to the health, welfare or safety of the general public.
- B. Action of Board: Before action is taken pursuant to subsection A of this section to revoke or suspend a brothel license or to place a licensee on probation, unless an alternative procedure is specified elsewhere in this chapter, the Board shall:
1. Conduct a hearing to determine the existence of the cause or causes of action, notice of which hearing shall have been served upon the licensee or posted upon the premises where the licensed operation is conducted at least forty-eight (48) hours prior to the time of such hearing;
 2. Permit the licensee to submit evidence and testimony;
 3. Consider all evidence and testimony in support of and in opposition to the action pending;
 4. Enter in the minutes of the Board the findings of the Board and reasons for any action taken by the Board, which action may include:
 - (a) Revocation or temporary suspension of the license, to include placing such conditions on the licensee or the brothel as are determined to be reasonably necessary to cure the problem and eliminate the violation or other harm. Conditions imposed by the Board may include requiring action by the licensee that must occur within a reasonable specified time as an alternative to revocation or suspension; and/or, if necessary to protect the health, safety or welfare of the public from imminent danger, temporary suspension of the license; or
 - (b) Placement of the licensee on probation for a period of time, with or without conditions, which probation may provide that a further violation of this chapter or the provisions of the license during the probationary period will result in the revocation or suspension of the license.
 5. Enter in the minutes of the Board an order specifying the action taken.

- C. Notice of Order: Notice of an order issued pursuant to this section shall be served upon the licensee or the licensee's resident agent by personal service or certified mail, or posted upon the premises of the house of prostitution occupied by the brothel in any conspicuous location.
- D. Action Effective: Any action taken by the Board pursuant to this section shall be effective upon personal service or delivery of the notice by certified mail to the licensee or the licensee's registered agent, or upon posting of the notice upon the premises of the house of prostitution occupied by the brothel as specified in subsection C of this section.

4-9-17: EXCEPTION TO HEARING PROCEDURE (EMERGENCY SUSPENSION OF BROTHEL LICENSE):

Notwithstanding any other provision contained in this chapter, a brothel license may be suspended without a hearing by a written emergency suspension order signed by the mayor or one member of the Board and the police if, in the opinion of the signatories, there exists an immediate and present danger to public health and safety which necessitates the immediate closure of the brothel. Upon the issuance and service of such an order, which service may be effected by personal delivery upon the owner or manager, or by posting the notice in a conspicuous location at the house of prostitution, all brothel activity shall immediately cease and the brothel licensee may request a hearing before the Board within three (3) business days in accordance with the Nevada open meeting law. The proceedings thereafter shall be held in accordance with section 4-9-16 of this chapter.

4-9-18: LICENSE NOT TRANSFERABLE:

All licenses granted under this chapter shall be limited to operations conducted on the property described in the application and no brothel shall be expanded or moved without a new license application and approval.

4-9-19: DEATH OR RESIGNATION OF PERSON LISTED ON LICENSE:

In the event of the death or resignation of a person listed on a brothel license whose participation in the brothel is necessary for its continued operation, in order to prevent undue hardship to the licensee, the city clerk, with the concurrence of the police, may issue a ninety (90) day "temporary license" to the licensee's attorney-in-fact or guardian, the personal representative of the licensee's estate, or the trustee of the licensee's trust, or any other person determined by the city to be otherwise eligible to serve as a licensee in accordance with this chapter, pending the processing of an application for a new brothel license; provided, however, that at the time any such temporary license is issued by the city clerk, a full and complete application for a new brothel license shall be on file with the city clerk, along with a nonrefundable investigation fee in an amount set by resolution of the Board; further provided, that at the time any such temporary license is issued by the city clerk, the matter shall be referred to the police for a complete investigation of the new application for a new brothel license. The police shall thereafter submit the investigative findings and recommendation for denial or approval of a new brothel license to the Board.

4-9-20: CRIMINAL PENALTY:

Any person who violates any provision of this chapter or of this code, amended by this chapter, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed

one thousand dollars (\$1,000.00), or by imprisonment for a term not to exceed six (6) months, or by both fine and imprisonment.

4-9-21: SEPARABILITY:

If any section, subsection, sentence, clause, phrase or portion of this chapter 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 hereof.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

Section 4: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 5: This Ordinance shall be effective upon the publication mentioned in Section 4
PASSED AND ADOPTED this ---day of ---, 2019 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this __ day of ____, 2019 .

CITY OF ELKO

BY:

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

