



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 22, 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 16, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: January 16, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: January 16, 2019 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: January 16, 2019 at 9:00 a.m.

Posted by: Kim Wilkinson

Administrative Assistant

Kim Wilkinson
Signature

Name

Title

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 16th 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 22, 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 | January 8, 2019 | Special Session |
| | January 8, 2019 | Regular Session |

I. PRESENTATIONS

- A. Presentation of an appreciation plaque to former Planning Commissioner David Freistroffer, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

II. PERSONNEL

- A. Employee Introductions:
 - 1.) Taylor Brune, Patrol Officer I, Police Department
- B. Election of Mayor Pro Tempore, and matters related thereto. **FOR POSSIBLE ACTION**

III. APPROPRIATIONS

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

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 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 is requesting that the City design and construct 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. VA will fund the costs for the design and construction associated with this waterline, subject to appropriations limitations including but not limited to the requirements of the Antideficiency Act, 31 U.S.C. §1341 et seq.
3. VA respectfully requests City waiver of waterline connection fees, given the positive benefit to the community through the development of the BLM property to serve our nations veterans. VA also requests to pay the standard City rate for water service in lieu of 1.5x the City rate

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

- B. 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

- C. Review, consideration, and possible action to accept the 2019 Planning Commission Work Program, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered a draft 2019 Work Program at their special meeting January 3, 2019. They took action to approve the Work Program and forward it to Council for acceptance. CL

- D. Review, consideration and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. **FOR POSSIBLE ACTION**

The Humanitarian Campground Rules require revision to reflect the current operating relationship between the City and Friends In Service Helping (F.I.S.H) and to address certain ongoing issues associated with the operation of the camp. SAW

- E. Review, consideration, and possible approval of a grant administered by the Humboldt Watershed Cooperative Weed Management Area (HWCWMA), and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko is eligible to receive services for noxious weed control at SnoBowl, undeveloped City Property near Copper Street and Mountain View Park, and along the Humboldt River. The HWCWMA manages the grant and hires a licensed contractor to perform the work. They are requesting the City of Elko provides records of expenditures for herbicide treatments throughout the park system to serve as matching funds towards the grant. JW

- F. Review and possible approval of Exhibits A, B and C for the Lease Agreement between the City of Elko and Elko Leasing Company pertaining to the lease of the old terminal building, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved a lease agreement between the City and Elko Leasing Company on January 8, 2019. The lease agreement included reference to Exhibits A, B and C. The exhibits require Council approval. JF

- G. Review, consideration, and possible approval of a request from Special Olympics Nevada to close a portion of the parking located within the Elko City Park for the Polar Plunge, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the closure of the Elko City Pool, the Special Olympics is seeking alternative areas to hold the Polar Plunge. They are requesting approval to close a portion of parking in the Main City Park to put up an inflatable slide and pool for the plunge. Since it is a request to close city-owned property, approval from the Council is required. KW

VI. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No. 02-19, a resolution amending various fees related to Ruby View Golf Course pursuant to Elko City Code, Title 8, Chapter 13, Section 3 and matters related thereto. **FOR POSSIBLE ACTION**

The Golf Course Financial Advisory Committee took action to recommend amending various fees at Ruby View Golf Course on December 17, 2018. A draft resolution has been included in the agenda packet for review. JW

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for the vacation of a portion of the public utility and drainage easement along the north and east property lines of APN 001-660-049 consisting of an area approximately 1,300 sq. ft., filed by MP Elko LLC and processed as Vacation No. 1-19, and matters related thereto. **FOR POSSIBLE ACTION**

The owner is proposing an expansion to the Dotty's Casino and the proposed expansion will extend over the existing easement. CL

- B. Ratification of the Police Chief issuing a 30-day Temporary Retail Beer and Wine License and issue a Regular Retail Beer and Wine License, to Janet Pescio, DBA Performance Athletic Club, located at 3250 Sagecrest Drive, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager-Armstrong Public Nuisance Report
- D. Utilities Director
- E. Public Works
- F. Airport Manager-Airport Operations
- 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-**Swimming Pool Repair Bid Update**
- O. Civil Engineer-**Sports Complex Update**
- P. Building Official

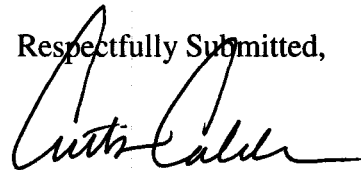
COMMENTS BY THE GENERAL PUBLIC

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 January 8, 2018

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 3:00 p.m., Tuesday, January 8, 2018.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilman Chip Stone
 Councilman Bill Hance

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Jonnye Jund, Administrative Services Director
 Dennis Strickland, Public Works Director
 Cathy Laughlin, City Planner
 Suzie Shurtz, Human Resources Manager
 John Holmes, Fire Marshal
 Mike Palhegyi, Police Lieutenant
 James Wiley, Parks and Recreation Director
 Bob Thibault, Civil Engineer
 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**

There were no public comments.

I. PRESENTATION

- A. Presentation by the Nevada Public Agency Insurance Pool regarding Board Governance and Ethics, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Wayne Carlson, Nevada Public Agency Insurance Pool, gave a presentation (Exhibits “A”, “B” & “C”).

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 Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

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

SS January 8, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, January 8, 2018.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilwoman Mandy Simons
 Councilman Chip Stone
 Councilman Bill Hance

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
 Suzie Shurtz, Human Resources Manager
 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
 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**

Mayor Keener said it is an honor to serve as mayor and he looks forward to working with the new councilmembers.

APPROVAL OF MINUTES

November 27, 2018

December 11, 2018

December 18, 2018

Regular Session

Regular Session

Special Session

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the minutes.**

Mayor Keener asked for one correction on the December 18, 2018 minutes: To mark him as absent.

Council accepted the change and voted on the motion.

The motion passed unanimously. (4-0)

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**

Mayor Keener read the proclamation.

III. APPROPRIATIONS

- 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 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

James Wiley, Parks and Recreation Director, explained they received preliminary job estimates for the repair at the pool. There was a copy of the estimate in the packet. They are coming early in the game because they still need to finish the bid packet. This way, once the packet is complete they can go right out to bid. Mike Lostra was present for questions.

Councilman Hance said there were two estimates in the packet.

Mr. Wiley stated there were two estimates. The first estimate did not include prevailing wages but it was really close to the threshold for prevailing wages. The second one included prevailing wages and ended up around \$343,000.

Mike Lostra, Lostra Engineering, 930 College Ave., said the second estimate was adjusted for how the contractors may classify their employees. He stated the estimate included a 15% contingency.

Councilwoman Simons noted that if the bid comes in under \$250,000, then this project will not include prevailing wages.

Councilman Hance thought the building permit should be paid by the contractor.

Councilwoman Simons wondered if that would put us over the \$250,000?

Scott Wilkinson, Assistant City Manager, answered it depends upon the valuation. It could be around \$1,000 or so.

Mayor Keener called for public comment without a response. He thanked Mr. Lostra for working on this project as a priority, and he thanked Barrick for their generous donation of \$83,500.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to authorize the City to solicit bids for the Elko Swimming Pool Repair Project.**

The motion passed unanimously. (4-0)

- 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

Ryan Limberg, Utilities Director, explained the rating results sheet was included in the packet. All three of the raters scored Lumos Engineering as #1.

Mayor Keener asked if Mr. Konakis didn't include a proposal.

Mr. Limberg answered he was listed as a support engineer for another proposal.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to direct the staff to negotiate a Professional Services Agreement with Lumos Engineering.**

The motion passed unanimously. (4-0)

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

Cathy Laughlin, City Planner, asked the item be tabled.

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

The motion passed unanimously. (4-0)

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

Ms. Laughlin explained members of Komatsu Mining were present. This is the final step in the requirement for a turn-around for traffic and fire at the end of the street. On the deed itself, we have two grantors listed because as of today there are two separate owners of the parcels. They are in the process of doing a Quit Claim Deed of all four of the properties to one owner. We are not sure the Quit Claim Deed will be deeded and recorded prior to us doing this Deed of Dedication. If this item is approved tonight, she requested that with the motion, they authorize staff to go ahead and make the modification to the Deed of Dedication on the ownership if they do record the Quit Claim Deed prior to us getting signatures on this.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to accept the Deed of Dedication offered by Joy Global Surface Mining for a permanent non-exclusive Right-of-Way for a public street and utilities associated with a segment of P & H Drive, and authorize staff to change ownership on the Deed of Dedication, if necessary.**

The motion passed unanimously. (4-0)

- 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

Ms. Laughlin explained the ownership of all four parcels will be required to be under the same owner in order to combine them into one parcel. The applicant was present.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Map of Reversion to Acreage No. 1-18.**

The motion passed unanimously. (4-0)

- 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

Ryan Limberg, Utilities Director, asked Council to take no action on this item. It will be on the next meeting with a more recent letter from the VA listing their conditions.

Mike Musgrove, 666 Thistle Lane, Spring Creek, has been trying to get something here for veteran burial grounds for some time. The Federal Government has finally agreed to some BLM land. He agreed with no action on this if things have changed.

Mr. Limberg went over the new terms and conditions the VA had.

Councilwoman Simons asked that someone come back with what the risks would be for the city.

Curtis Calder, City Manager, said there are some challenges with their requests. They will have to go over the requests and see what we can do.

Councilman Hance asked if the water would be metered.

Mr. Limberg answered that would be the pleasure of the council. All new construction has metered water but he wasn't sure if the City metered the water usage at the current cemeteries.

Councilman Hance thought that would be hard for the City to pay for the booster station and the water.

NO ACTION

- 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

Cathy Laughlin, City Planner, requested no action.

NO ACTION

- 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

Jim Foster, Airport Manager, explained Aaron Martinez was present in the audience. The description of the lease for the facility was included in the packet. They want to come in, renovate the facility and then sub-lease it to an aeronautical use tenant.

Councilwoman Simons thought the Ham Radio Club was using it.

Mr. Foster said there have been several organizations over the years that have used this building and he didn't think they have used it. There was a church in there at one time on a month-to-month basis. They've previously leased it to the BLM on a month-to-month basis during fire season. The City keeps it running but no real maintenance. We haven't had an opportunity to have a tenant in there for many years.

Councilman Stone asked how many people will be able to rent space in there.

Mr. Foster answered it would have to be an aeronautical use tenant. The lease is for the entire building and part of the parking lot.

Mayor Keener asked if Aaron Martinez had anything to add.

Aaron Martinez, Elko Leasing Co., 445 5th Street, pointed out the building has been mostly vacant for 17 years. His company has been actively pursuing FAA approved clients for the facility. His company has gone through and performed a full scan of the facility (Exhibit "A"). They have already invested a significant amount of money into this endeavor and they will be putting more money into the retrofit.

Councilman Stone asked how long until they will be moving in.

Mr. Martinez answered they have a timeline of 90 days. He has a very aggressive schedule to finish the retrofit because he won't see any revenue until the sublease people move in.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the lease agreement with Elko Leasing Company and the City of Elko.**

The motion passed unanimously. (4-0)

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

Mayor Keener had a spreadsheet displayed on the overhead screen.

| Mayoral Appointments | Mayor Keener | Councilwoman Simons | Councilman Schmidlein | 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 |

He asked if anyone wanted to add or change anything further?

- B. Election of Mayor Pro Tempore, and matters related thereto. **FOR POSSIBLE ACTION**

Mayor Keener wanted to wait for a full board before they vote on this.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to table to the next meeting there is a full board.**

The motion passed unanimously. (4-0)

- 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

Cathy Laughlin, City Planner, explained Mr. Freistroffer is resigning due to a schedule conflict with his work schedule at the college.

Mayor Keener thought that was a terrible loss for the Planning Commission.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept a letter of resignation from Mr. Freistroffer and further authorize staff to commence with the standard recruitment process to fill this vacancy on the Planning Commission.**

The motion passed unanimously. (4-0)

III. APPROPRIATIONS (Cont.)

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

Councilman Stone asked about a bill for Avis car damage.

Curtis Calder, City Manager, answered it was a damaged windshield claim on a rental vehicle.

Councilman Hance asked if we are getting reimbursement for the traffic signal.

Dennis Strickland, Public Works Director, answered yes.

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

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

VIII. REPORTS

- A. Mayor and City Council

Mayor Keener thought it was great having Wayne Carlson present to the board. Condolences to the family of Deray Gardner from the Kelk radio. Councilwoman Simons welcomed the new councilmembers.

- B. City Manager – Barrick Community Investment Agreement – Swimming Pool

Curtis Calder reported on the donation check received from Barrick. They applied for the Newmont Community Investment Program grant. The balance of the project will be paid through contingency funds. Any other donors can contact James Wiley.

- C. Assistant City Manager – FISH Warming Shelter

Scott Wilkinson said they continue to periodically open up the warming shelter. They will continue to do that through the rest of the winter. They did relocate the facility where there is more space. Mayor Keener asked how many people are at the humanitarian camp? Mr. Wilkinson answered there were 22 people down there on December 9th. He is hoping to have the building codes out for business impact statement in February and then to Council for approval in March. The Komatsu project is getting close to final revisions. Mayor Keener asked about the old Kmart building. John Holmes, Fire Marshal, said the plans should be submitted soon. There shouldn't be many problems, depending on who will be in the building.

D. Utilities Director

Mayor Keener asked Ryan Limberg about some correspondence from Double Dice RV Park. They say they are having high-pressure problems. Ryan Limberg answered he has not heard anything from them about high pressure since the problem was fixed some months ago. They filed an insurance claim for their damages.

E. Public Works

Dennis Strickland said the compactor at the landfill is losing its transmission and they will have to do an emergency repair. The replacement needs to be done by CAT. Landfill will be paying for it and it will be capitalized when it is done. Street crews have been doing a great job keeping the roads clear. Mayor Keener asked if he is getting any further feedback from NV Energy. Dennis Strickland said they seem to be timely lately, replacing and repairing the streetlights.

F. Airport Manager

Mayor Keener said he heard some flights needed to be canceled. Jim Foster said there was a power outage on Christmas Eve for about 6 hours. Half the building failed. Skywest was inbound but could not get an accurate weather report. That flight could not land. The next day some double flights came in. Curtis Calder added the automatic weather station is managed by the weather service and we are not able to touch it. It did not have generator backup. Jim Foster explained not everything has generator backup.

G. City Attorney

Mayor Keener thanked Dave Stanton for the information on the Dark Fiber lease agreement. Dave Stanton admitted it is still a work in progress.

H. Fire Chief

Mayor Keener asked if Mary Hassett has been replaced yet. Chief Griego answered Human Resources is working on that.

I. Police Chief

Chief Reed reported on the shooting involving an officer. The state hasn't submitted their final report on the incident yet. The officer is back at work and the suspect has been arrested. New Year's Eve wasn't as busy as past years, probably because of the weather. The annual internal awards are coming up soon and everyone should have gotten invitations.

J. City Clerk

Kelly Wooldridge reminded Council the financial disclosures are due January 15. The photos of Council are scheduled for the first meeting of February.

K. City Planner

Cathy Laughlin reported there is a RAC Meeting on the 24th. She will be sending Councilman Hance (as the liaison) information on that.

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director – SnoBowl

James Wiley reported the SnoBowl has been open for the last two weekends. Monday's storm gave them a great boost. It will be open this weekend too. They are trying to make preparations to open on the 21st and the 25th, which are school holidays. He reported on the progress at the Sports Complex. City Staff is looking to install the scoreboards in the next month.

- O. Civil Engineer
- P. Building Official

BREAK

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

Cathy Laughlin, City Planner, explained the vacation application.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to adopt Resolution No. 33-18, a resolution and order vacating approximately 751.83 feet of the westerly portion of P & H Drive, filed and processed as Vacation No. 3-18 filed by Joy Global.**

The motion passed unanimously. (4-0)

- 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

Ms. Laughlin explained the vacation application.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to adopt Resolution No. 32-18, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (4-0)

- 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 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, 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

Scott Wilkinson, Assistant City Manager, explained there are two proposed revisions. One is to include Phase 2 of the proposed development. The second is establishing that finished floor elevation above the proposed Eight-Mile drainage. This subdivision is located down-gradient of the Eight-Mile dam spillway. This was City owned property that was conveyed to private property. There are no prohibitions in developing in this area. We will establish a drainage easement through the development. He recommended approval.

Mayor Keener asked if this was initiated by staff to protect future homeowners.

Mr. Wilkinson answered this was a concern that was brought up in Phase 1. It is not a designated flood hazard area. At that time they agreed to use street areas to convey any type of drainage from that spillway. Up-gradient of that, of the subdivision, will also have a diversion swell that would pick up routine snow melt run-off and keep it out of the subdivision.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to conduct Second Reading, Public Hearing and adopt Ordinance No. 838.**

The motion passed unanimously. (4-0)

- 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

Ms. Laughlin explained the preliminary plat application.

Mayor Keener asked Bob Thibault, on Sheet 5 of the plans, there is a blue line, what was it.

Bob Thibault, Civil Engineer, answered the map showed the cuts and fills. They will take the dirt from one side of the line and put it on the other side to make the land all level.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to conditionally approve Preliminary Plat No. 13-18 for the Copper Trails Phase 2 Subdivision, subject to the conditions as recommended by the Planning Commission, with the following modifications and standards: Section 3-3-13F-Lots 1, 2 and 3 are approved as double frontage lots with access restricted to Platinum Drive for lots 2 and 3, and Quartz Drive for lot 1.**

The motion passed unanimously. (4-0)

- 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

Ms. Laughlin explained the zone change request.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Resolution No. 31-18 as recommended by the Planning Commission.**

The motion passed unanimously. (4-0)

- 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

Chief Reed explained this is the final step in this process. The next item will be about the fee schedule. There was one amendment from the first reading and that was included in the Ordinance.

Mayor Keener asked Dave Stanton about language in definitions that he felt was archaic.

Dave Stanton, City Attorney, said some of this language was in the previous code and he wasn't sure if NRS still uses this language. This was written broadly to include the physical structure where the brothel operates.

Chief Reed said this was written in 1984 and has not been updated since then. The ordinance regulates everything that falls under that definition.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve Ordinance No. 837, an amendment to Title 4, Chapter 9, of the Elko City Code, entitled "Prostitution."**

The motion passed unanimously. (4-0)

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 resolution contains said fee structure. KW

Chief Reed explained these proposed numbers were settled upon by the last council. No changes since the last time it was discussed. There was a brothel licensee application that came in under the old fee schedule.

Mayor Keener called for public comment without a response. It's never fun to endure a fee increase but we are past due on this one.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve Resolution No. 27-18, a resolution amending the Brothel Licensing Fees as presented.**

The motion passed unanimously. (4-0)

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.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adjourn the meeting.**

The motion passed unanimously. (4-0)

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

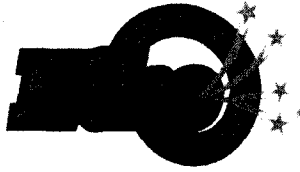
1. **Title: Election of Mayor Pro Tempore, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: January 8, 2019**
3. **Agenda Category: PERSONNEL**
4. **Time Required: 5 Minutes**
5. **Background Information:**
6. **Budget Information:**

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 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 22, 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.

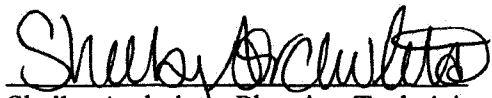
10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.

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.
- H. 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.

RECEIVED

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

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

File No.: 11-18

Date Filed: 8/15/18

Fee Paid: \$1700

cr# 1504

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

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 : | 612882.2168 |
| 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: S 25-06-43 E
 Course In: S 39-53-27 W Course Out: N 89-53-08 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

North: 28473225.7683 East : 613016.5668
 Curve 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

North: 28473316.4906 East : 613042.8083
 Curve 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

Curve North: 28473511.5796 East : 612696.4796
Length: 64.43 Radius: 50.00
Delta: 73-50-06 Tangent: 37.56
Chord: 60.07 Course: N 10-08-42 W

Phase 3.txt

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)

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.txt

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: S 86-44-51 W
 Course In: S 41-44-51 W Course Out: N 48-15-09 W
 RP North: 28472091.0599 East : 613801.3389
 End North: 28472101.0476 East : 613790.1476
 Line Course: S 41-44-51 W Length: 75.45
 North: 28472044.7554 East : 613739.9093
 Line Course: N 48-15-09 W Length: 60.00
 North: 28472084.7063 East : 613695.1441
 Line Course: N 41-44-51 E Length: 381.60
 North: 28472369.4129 East : 613949.2321
 Line Course: S 32-00-19 E Length: 0.00
 North: 28472369.4129 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 Course: S 13-46-59 W
 Error North: -0.00367 East : -0.00090
 Precision 1: 921,468.42

 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

GREAT BASIN ESTATES SUBDIVISION - PHASE 3 CITY OF ELKO, NEVADA

APPROVAL - NEVADA DIVISION OF WATER RESOURCES

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

NEVADA DIVISION OF WATER RESOURCES DATE

APPROVAL - NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

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

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER POLLUTION CONTROL DATE

FEMA NOTE

THE LOTS WITHIN GREAT BASIN ESTATES SUBDIVISION PHASE 3 AS SHOWN HEREON HAVE BEEN REMOVED FROM THE FEMA SPECIAL FLOOD HAZARD AREA BY A LETTER OF MAP REVISION SUBMITTED TO AND APPROVED BY FEMA AS CASE NO. 16-06-0037 WITH AN EFFECTIVE DATE OF APRIL 3, 2017.

APPROVAL - PUBLIC UTILITIES

THE PUBLIC UTILITY EASEMENTS, AS DESIGNATED HEREON, ARE APPROVED BY THE RESPECTIVE UTILITIES EXERCISING BELOW.

FRONTIER COMMUNICATIONS DATE

SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY DATE

SATVIEW BROADBAND DATE

SOUTHWEST GAS CORPORATION DATE

NOTES:

- 1) THE TOTAL SUBDIVIDED AREA OF THIS MAP EQUALS 9.600 ACRES.
- 2) BASIS OF BEARINGS: THE LINES BETWEEN THE FOUND CENTERLINE STREET MONUMENTS AS SHOWN ON THE FINAL MAP OF GREAT BASIN ESTATES SUBDIVISION, PHASE 1A, FILE NO. 775015, THE FINAL MAP OF GREAT BASIN ESTATES SUBDIVISION, PHASE 1B, FILE NO. 775022 AND THE FINAL MAP OF GREAT BASIN SUBDIVISION, PHASE 2, FILE NO. 775022.
- 3) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED SPECIFICALLY TO NV ENERGY WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO CUT THAT PARCEL WITHIN SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. RIGHTS ARE ALSO GRANTED TO USE EXISTING PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF MAINTAINING, INSTALLING, INSPECTING AND REPAIRING SAID UTILITY FACILITIES.
- 4) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED SPECIFICALLY TO SOUTHWEST GAS CORP. WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF MAINTAINING, INSTALLING, INSPECTING AND REPAIRING UTILITY FACILITIES WHICH PROVIDE SERVICE TO THAT PARCEL, WITH THE RIGHT TO CUT THAT PARCEL WITHIN SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. RIGHTS ARE ALSO GRANTED TO USE EXISTING PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF MAINTAINING, INSTALLING, INSPECTING AND REPAIRING SAID UTILITY FACILITIES.
- 5) IN ADDITION TO ANY EASEMENTS SHOWN, THE LOTS SHOWN ARE SUBJECT TO 5.00 FT. PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG ALL STREET FRONTAGE LINES AND 5.00 FT. PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG ALL SIDE AND REAR BOUNDARY LINES.
- 6) THIS MAP SUBDIVIDES LOT E AS SHOWN ON THE FINAL MAP OF GREAT BASIN ESTATES SUBDIVISION, PHASE 2, ON FILE IN THE OFFICE OF THE ELKO COUNTY RECORDER, ELKO, NEVADA, FILE NO. _____.

LEGEND

- ◆ SECTION CORNER AS NOTED.
- = FOUND 5/8" REBAR WITH CAP MARKED PLS 8203.
- = CALCULATED POINT ONLY, NOTHING FOUND OR SET

COUNTY ASSESSOR'S CERTIFICATE

I, KATHIRKA S. RUSSELL, CERTIFY THAT THE ASSESSOR'S PARCEL NUMBERS SHOWN ON THIS PLAN ARE CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF SAID ASSESSOR'S PARCEL NO. _____

ELKO COUNTY TREASURER DATE

COUNTY TREASURER'S CERTIFICATE

I, RENEOCA ERICKSON, CERTIFY THAT ALL PROPERTY TAXES ON PARCEL NO. _____ HAVE BEEN PAID FOR THIS FISCAL YEAR.

ELKO COUNTY TREASURER DATE

FILING DATA

FILE NO. _____
FILED AT THE REQUEST OF
HIGH DESERT ENGINEERING.
DATE: _____ 2018
TIME: _____ M.
D. WIDE SHALES
ELKO COUNTY RECORDER

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, ROBERT CAPPS, PRESIDENT OF PARRADO PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP, BEING THE OWNER OF THOSE PARCELS AS SHOWN ON THIS MAP, DO HEREBY CERTIFY THAT THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION ALL OF THE RIGHTS OF WAY AND EASEMENTS FOR PUBLIC ACCESS, PUBLIC UTILITIES AND PARRADO PARTNERS, L.P. HEREON. IN WITNESS I, ROBERT CAPPS, SET MY HAND ON THE DATE SHOWN.

PARRADO PARTNERS, L.P. BY: ROBERT CAPPS, GP PRESIDENT DATE

STATE OF NEVADA COUNTY OF ELKO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2018, BY ROBERT CAPPS, PRESIDENT OF PARRADO PARTNERS, L.P.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

1. ROBERT E. MORLEY, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
1. THIS PLAN REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ROBERT CAPPS, PRESIDENT OF PARRADO PARTNERS, L.P.
2. THE LANDS SURVEYED LIE WITHIN SECTION 14, T. 34 N., R. 85 E., M.D.B. & M.
3. THIS PLAN COMPLETES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAN ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



ROBERT E. MORLEY, P.L.S. 6203

CITY ENGINEER'S REPRESENTATIVE CERTIFICATE

I, _____, REPRESENTATIVE FOR THE CITY ENGINEER OF THE CITY OF ELKO, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND IT SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, WITH ALL APPROVED ALTERATIONS, THAT ALL PROVISIONS OF N.E.S. 278 AND THROUGH 278.465, INCLUSIVE, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE MONUMENTS AS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED.

CITY ENGINEER OR ENGINEERING REPRESENTATIVE DATE

APPROVAL - CITY OF ELKO PLANNING COMMISSION

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, PLANNING COMMISSION HELD ON THE 15TH DAY OF MAY, 2018, A TENTATIVE MAP OF THIS SUBDIVISION WAS DULY AND REGULARLY APPROVED PURSUANT TO N.E.S. 278.330. THIS FINAL MAP SUBSTANTIALLY COMPLETES WITH SAID TENTATIVE MAP AND ALL CONDITIONS PURSUANT THERETO HAVE BEEN MET.

CHAIRMAN, CITY OF ELKO PLANNING COMMISSION DATE

APPROVAL - CITY OF ELKO CITY COUNCIL

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, CITY COUNCIL HELD ON THE _____ DAY OF _____, 2018, THIS MAP WAS APPROVED FOR SUBDIVISION PURPOSES PURSUANT TO N.E.S. 278.441 THROUGH 278.465, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION, AS SHOWN HEREON, WERE ACCEPTED FOR PUBLIC USE.

MAYOR, CITY OF ELKO, NEVADA DATE

ATTEST: CITY CLERK, CITY OF ELKO, NEVADA DATE

200 0 200 400 600 800
SCALE: 1"=200'

SHEET 1 OF 2

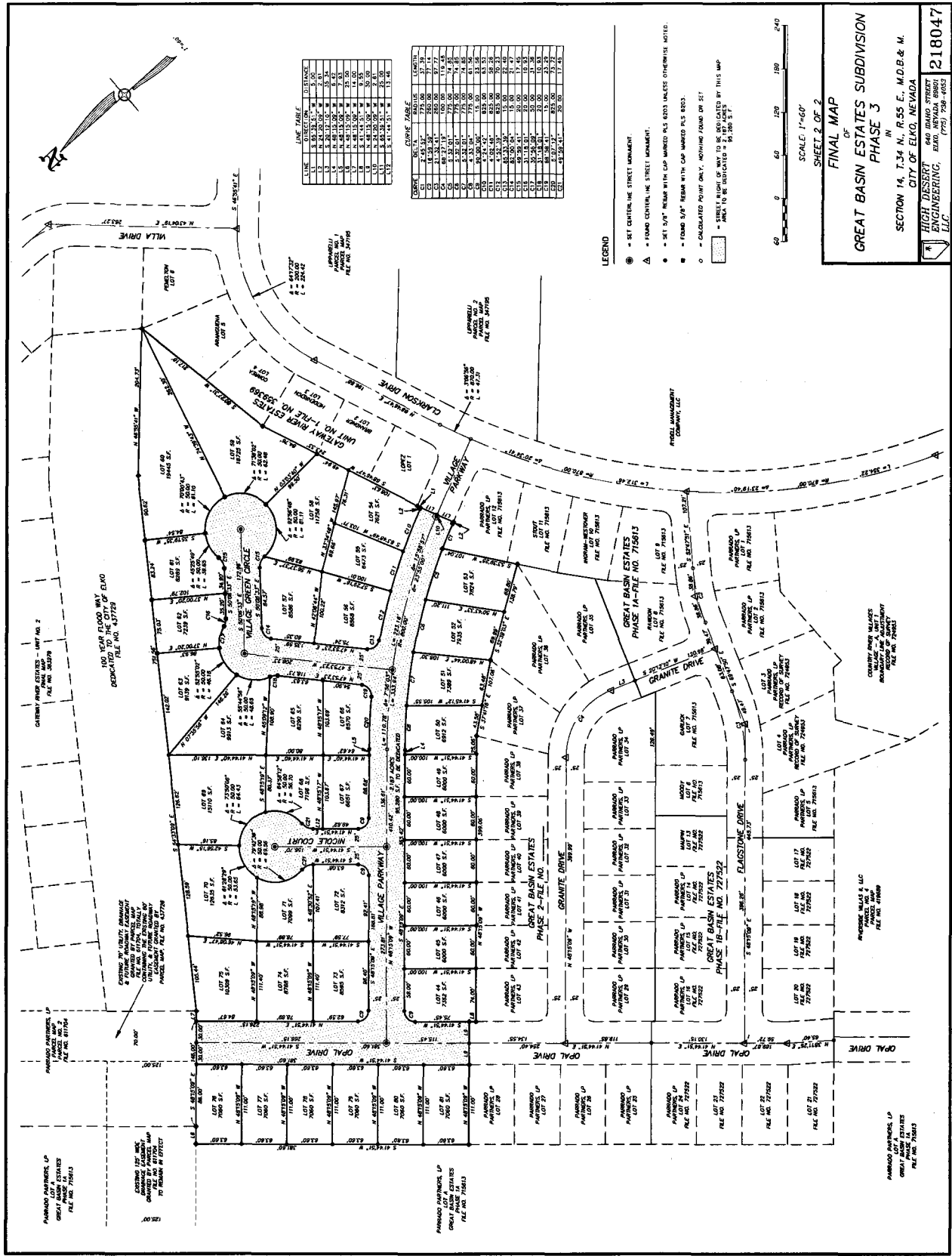
FINAL MAP

OF
**GREAT BASIN ESTATES SUBDIVISION
PHASE 3**

IN
SECTION 14, T. 34 N., R. 85 E., M.D.B. & M.
CITY OF ELKO, NEVADA

HIGH DESERT ENGINEERING, LLC 640 IDAHO STREET
ELKO, NEVADA 89601
(775) 738-4053

218047



LINE TABLE

| LINE | DIRECTION | LENGTH |
|------|-----------------|--------|
| 1 | N 89° 50' 00" E | 10.00 |
| 2 | S 89° 50' 00" E | 10.00 |
| 3 | N 89° 50' 00" E | 10.00 |
| 4 | S 89° 50' 00" E | 10.00 |
| 5 | N 89° 50' 00" E | 10.00 |
| 6 | S 89° 50' 00" E | 10.00 |
| 7 | N 89° 50' 00" E | 10.00 |
| 8 | S 89° 50' 00" E | 10.00 |
| 9 | N 89° 50' 00" E | 10.00 |
| 10 | S 89° 50' 00" E | 10.00 |
| 11 | N 89° 50' 00" E | 10.00 |
| 12 | S 89° 50' 00" E | 10.00 |
| 13 | N 89° 50' 00" E | 10.00 |
| 14 | S 89° 50' 00" E | 10.00 |
| 15 | N 89° 50' 00" E | 10.00 |
| 16 | S 89° 50' 00" E | 10.00 |
| 17 | N 89° 50' 00" E | 10.00 |
| 18 | S 89° 50' 00" E | 10.00 |
| 19 | N 89° 50' 00" E | 10.00 |
| 20 | S 89° 50' 00" E | 10.00 |
| 21 | N 89° 50' 00" E | 10.00 |
| 22 | S 89° 50' 00" E | 10.00 |
| 23 | N 89° 50' 00" E | 10.00 |
| 24 | S 89° 50' 00" E | 10.00 |
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LEGEND

- SET CENTERLINE STREET MONUMENT
- △ FOUND CENTERLINE STREET MONUMENT
- SET 5/8" REBAR WITH CAP MARKED PLS 6203 UNLESS OTHERWISE NOTED.
- FOUND 5/8" REBAR WITH CAP MARKED PLS 6203.
- CALCULATED POINT ONLY, NOTHING FOUND ON SET
- SHEET RIGHT OF WAY TO BE LOCATED BY THIS MAP
- AREA TO BE LOCATED BY THIS MAP



FINAL MAP
SHEET 2 OF 2
GREAT BASIN ESTATES SUBDIVISION
PHASE 3
SECTION 14, T34 N, R55 E, M.D.B. & M.
CITY OF ELKO, NEVADA
MICHI DISTRICT
ENGINEERING, LLC
218047

**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 22, 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 is requesting that the City design and construct 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. **VA will fund the costs for the design and construction associated with this waterline, subject to appropriations limitations including but not limited to the requirements of the Antideficiency Act, 31 U.S.C. §1341 et seq.**
 3. **VA respectfully requests City waiver of waterline connection fees, given the positive benefit to the community through the development of the BLM property to serve our nations veterans. VA also requests to pay the standard City rate for water service in lieu of 1.5x the City rate**

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:

Agenda Item V.A.

12. Council Action:

13. Council Agenda Distribution: **Almaira Garcia**, Almaira.Garcia@va.gov



DEPARTMENT OF VETERANS AFFAIRS
Office of Construction & Facilities Management
Washington DC 20420

January 8, 2019

To: Elko City Council

Subject: VA Request for City Approval of Waterline Extension to Proposed National Cemetery Site on BLM Land

The Department of Veterans Affairs is writing in reference to the Bureau of Land Management (BLM) property that Senator Heller had proposed for transfer to VA National Cemetery Administration (NCA) for purposes of establishing a new national cemetery in Elko, NV. For several years, the National Cemetery Administration has been searching for a site to construct a new Veterans cemetery in the Elko, NV area. We have finally found a site that is very desirable and fitting for such a place to honor our nation's veterans and families. This location will serve a population of over 4,000 Veterans within a 75-mile radius of Elko. We have conducted our due diligence and one obstacle still remains, adequate water for irrigation. VA has recently completed an engineering water study of that property indicating that a 4" City water line would be needed in order for proper irrigation of the cemetery grounds during the growing season. Additionally, VA was advised by the City Utilities Director on December 14, 2018 that the nearest connection to City water supply is approximately 2,600 lineal feet (lf) from that BLM land, and would require a new booster pump station.

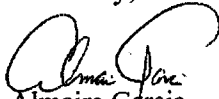
VA must have City water available at the BLM property in order to be able to develop the land for national cemetery use. Accordingly, we are hereby requesting City Council review and approval of the following:

- a. VA is requesting that the City design and construct a dedicated 4" waterline with booster pump station and approximately 200gpm capacity to transport City domestic water approximately 2,600 lf through existing public Right of Way (ROW) or public utility easements to the BLM property for irrigation usage on the proposed national cemetery. The BLM property is unincorporated County land located outside City limits.
- b. VA will fund the costs for the design and construction associated with this waterline, subject to appropriations limitations including but not limited to the requirements of the Antideficiency Act, 31 U.S.C. §1341 et seq.
- c. VA respectfully requests City waiver of waterline connection fees, given the positive benefit to the community through the development of the BLM property to serve our nations veterans. VA also requests to pay the standard City rate for water service in lieu of 1.5x the City rate.

The waterline extension/construction would occur after the proposed national cemetery gets developed, approximately 12-18 months after potential enactment of legislation authorizing the transfer of the property from BLM to VA. However, if the City Council cannot approve this request, VA may not be able to develop the BLM site for national cemetery use.

We hope that you will approve this request, which will allow us to honor our Veterans and their families with a final resting place, a national shrine, which will serve as a lasting tribute to commemorate their service and sacrifice to our Nation.

Sincerely,

A handwritten signature in black ink, appearing to read "Almaira Garcia". The signature is fluid and cursive, with a large initial "A" and "G".

Almaira Garcia
Deputy Director
Land Management Division
Office of Real Property

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 22, 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 _____, 2019, 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: NIBDATE: 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

APPROVED
 (TYPE OR STAMP AGENCY APPROVAL)
Becker - 2/2/82
 SUPERVISOR'S SIGNATURE
 DATE
 2/2/82
 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 11/19/01 BY 60322 UCBAW

APPROVED
 (TYPE OR STAMP AGENCY APPROVAL)
 CITY OF ELMO DEVELOPMENT DEPT
 SUPERVISOR'S SIGNATURE
 DATE
 2/2/82
 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 11/19/01 BY 60322 UCBAW

[illegible][illegible]

- [illegible]

SAFETY OF POWER LINES AND STRUCTURES—The National Fire Protection Association (NFPA) has issued a new standard for the design, construction, and maintenance of electric power lines and structures. The standard, NFPA 70B-1999, is the first edition of the standard and is intended to provide a minimum level of safety for the design, construction, and maintenance of electric power lines and structures. The standard is intended to be used by the electric power industry, regulatory agencies, and the general public. The standard is intended to be used in conjunction with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA) 70E-1999, Standard for the Safe Use of Electricity.

10. **REBAR PREPARATION, DELIVERY AND ALL:** REBAR SHALL BE PREPARED IN ACCORDANCE WITH THE REBAR PREPARATION AND DELIVERY SPECIFICATIONS. REBAR SHALL BE DELIVERED TO THE PROJECT SITE IN ACCORDANCE WITH THE REBAR DELIVERY SPECIFICATIONS. REBAR SHALL BE DELIVERED TO THE PROJECT SITE IN ACCORDANCE WITH THE REBAR DELIVERY SPECIFICATIONS. REBAR SHALL BE DELIVERED TO THE PROJECT SITE IN ACCORDANCE WITH THE REBAR DELIVERY SPECIFICATIONS.

11. **REBAR INSTALLATION AND ALL:** REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REBAR INSTALLATION SPECIFICATIONS. REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REBAR INSTALLATION SPECIFICATIONS. REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REBAR INSTALLATION SPECIFICATIONS. REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE REBAR INSTALLATION SPECIFICATIONS.

12. **REBAR PROTECTION AND ALL:** REBAR SHALL BE PROTECTED IN ACCORDANCE WITH THE REBAR PROTECTION SPECIFICATIONS. REBAR SHALL BE PROTECTED IN ACCORDANCE WITH THE REBAR PROTECTION SPECIFICATIONS. REBAR SHALL BE PROTECTED IN ACCORDANCE WITH THE REBAR PROTECTION SPECIFICATIONS. REBAR SHALL BE PROTECTED IN ACCORDANCE WITH THE REBAR PROTECTION SPECIFICATIONS.

13. **REBAR TIEING AND ALL:** REBAR SHALL BE TIED IN ACCORDANCE WITH THE REBAR TIEING SPECIFICATIONS. REBAR SHALL BE TIED IN ACCORDANCE WITH THE REBAR TIEING SPECIFICATIONS. REBAR SHALL BE TIED IN ACCORDANCE WITH THE REBAR TIEING SPECIFICATIONS. REBAR SHALL BE TIED IN ACCORDANCE WITH THE REBAR TIEING SPECIFICATIONS.

14. **REBAR CURING AND ALL:** REBAR SHALL BE CURED IN ACCORDANCE WITH THE REBAR CURING SPECIFICATIONS. REBAR SHALL BE CURED IN ACCORDANCE WITH THE REBAR CURING SPECIFICATIONS. REBAR SHALL BE CURED IN ACCORDANCE WITH THE REBAR CURING SPECIFICATIONS. REBAR SHALL BE CURED IN ACCORDANCE WITH THE REBAR CURING SPECIFICATIONS.

15. **REBAR REMOVAL AND ALL:** REBAR SHALL BE REMOVED IN ACCORDANCE WITH THE REBAR REMOVAL SPECIFICATIONS. REBAR SHALL BE REMOVED IN ACCORDANCE WITH THE REBAR REMOVAL SPECIFICATIONS. REBAR SHALL BE REMOVED IN ACCORDANCE WITH THE REBAR REMOVAL SPECIFICATIONS. REBAR SHALL BE REMOVED IN ACCORDANCE WITH THE REBAR REMOVAL SPECIFICATIONS.

16. **REBAR REPAIR AND ALL:** REBAR SHALL BE REPAIRED IN ACCORDANCE WITH THE REBAR REPAIR SPECIFICATIONS. REBAR SHALL BE REPAIRED IN ACCORDANCE WITH THE REBAR REPAIR SPECIFICATIONS. REBAR SHALL BE REPAIRED IN ACCORDANCE WITH THE REBAR REPAIR SPECIFICATIONS. REBAR SHALL BE REPAIRED IN ACCORDANCE WITH THE REBAR REPAIR SPECIFICATIONS.

17. **REBAR STORAGE AND ALL:** REBAR SHALL BE STORED IN ACCORDANCE WITH THE REBAR STORAGE SPECIFICATIONS. REBAR SHALL BE STORED IN ACCORDANCE WITH THE REBAR STORAGE SPECIFICATIONS. REBAR SHALL BE STORED IN ACCORDANCE WITH THE REBAR STORAGE SPECIFICATIONS. REBAR SHALL BE STORED IN ACCORDANCE WITH THE REBAR STORAGE SPECIFICATIONS.

18. **REBAR TESTING AND ALL:** REBAR SHALL BE TESTED IN ACCORDANCE WITH THE REBAR TESTING SPECIFICATIONS. REBAR SHALL BE TESTED IN ACCORDANCE WITH THE REBAR TESTING SPECIFICATIONS. REBAR SHALL BE TESTED IN ACCORDANCE WITH THE REBAR TESTING SPECIFICATIONS. REBAR SHALL BE TESTED IN ACCORDANCE WITH THE REBAR TESTING SPECIFICATIONS.

19. **REBAR INSPECTION AND ALL:** REBAR SHALL BE INSPECTED IN ACCORDANCE WITH THE REBAR INSPECTION SPECIFICATIONS. REBAR SHALL BE INSPECTED IN ACCORDANCE WITH THE REBAR INSPECTION SPECIFICATIONS. REBAR SHALL BE INSPECTED IN ACCORDANCE WITH THE REBAR INSPECTION SPECIFICATIONS. REBAR SHALL BE INSPECTED IN ACCORDANCE WITH THE REBAR INSPECTION SPECIFICATIONS.

20. **REBAR RECORDING AND ALL:** REBAR SHALL BE RECORDED IN ACCORDANCE WITH THE REBAR RECORDING SPECIFICATIONS. REBAR SHALL BE RECORDED IN ACCORDANCE WITH THE REBAR RECORDING SPECIFICATIONS. REBAR SHALL BE RECORDED IN ACCORDANCE WITH THE REBAR RECORDING SPECIFICATIONS. REBAR SHALL BE RECORDED IN ACCORDANCE WITH THE REBAR RECORDING SPECIFICATIONS.

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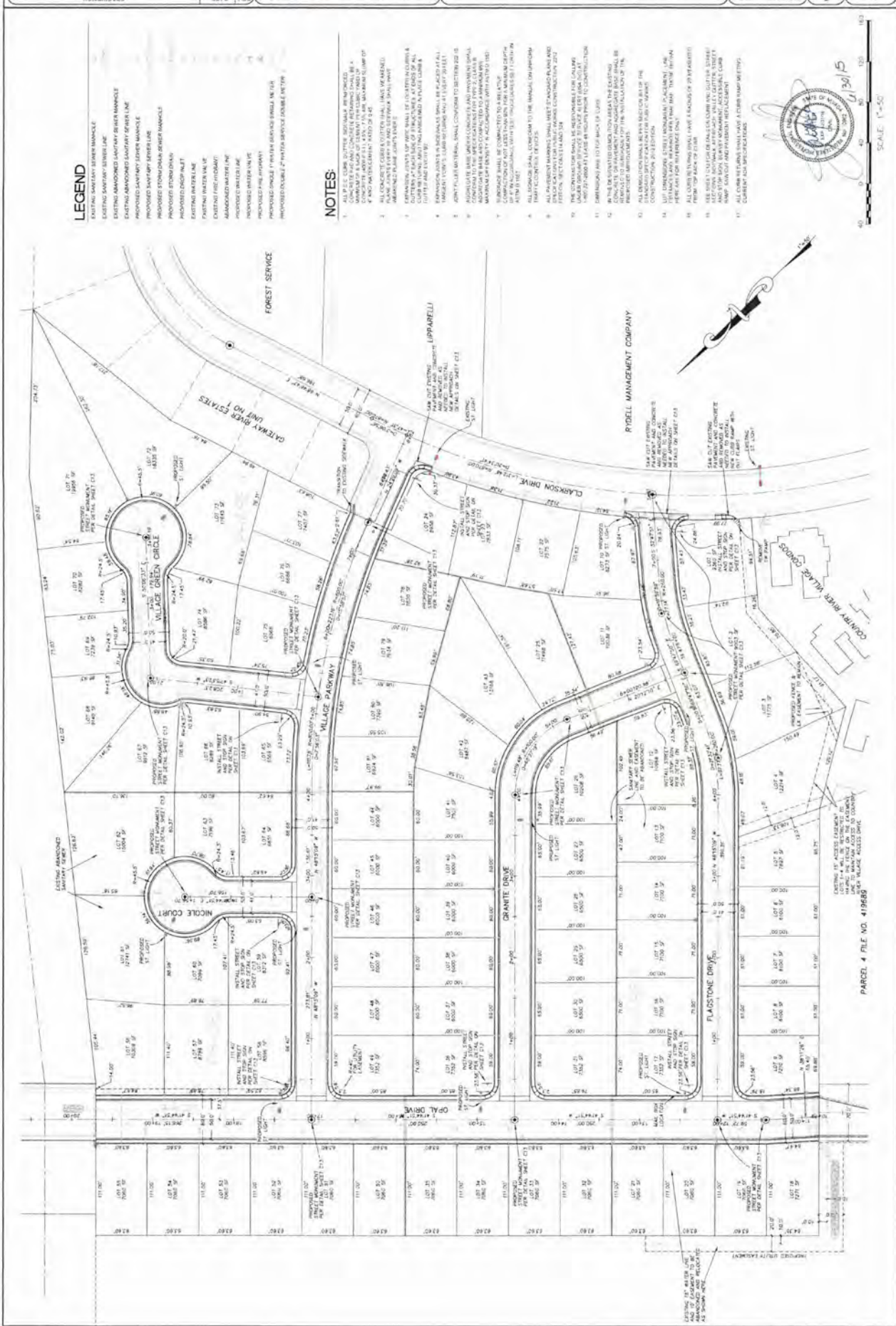
| | |
|------|-------------------------|
| A-C | AVAILABILITY CONDITIONS |
| B-C | BLOCK CURVE |
| B-V | BRIEF VERTICAL CURVE |
| C-V | HEIGHT vs CURVE VALUE |
| C-L | CENTERING |
| C-M | CONCATENATED METAL PTFE |
| C-MC | CONCATENATE |
| C-P | CONCATENATE PTFE |

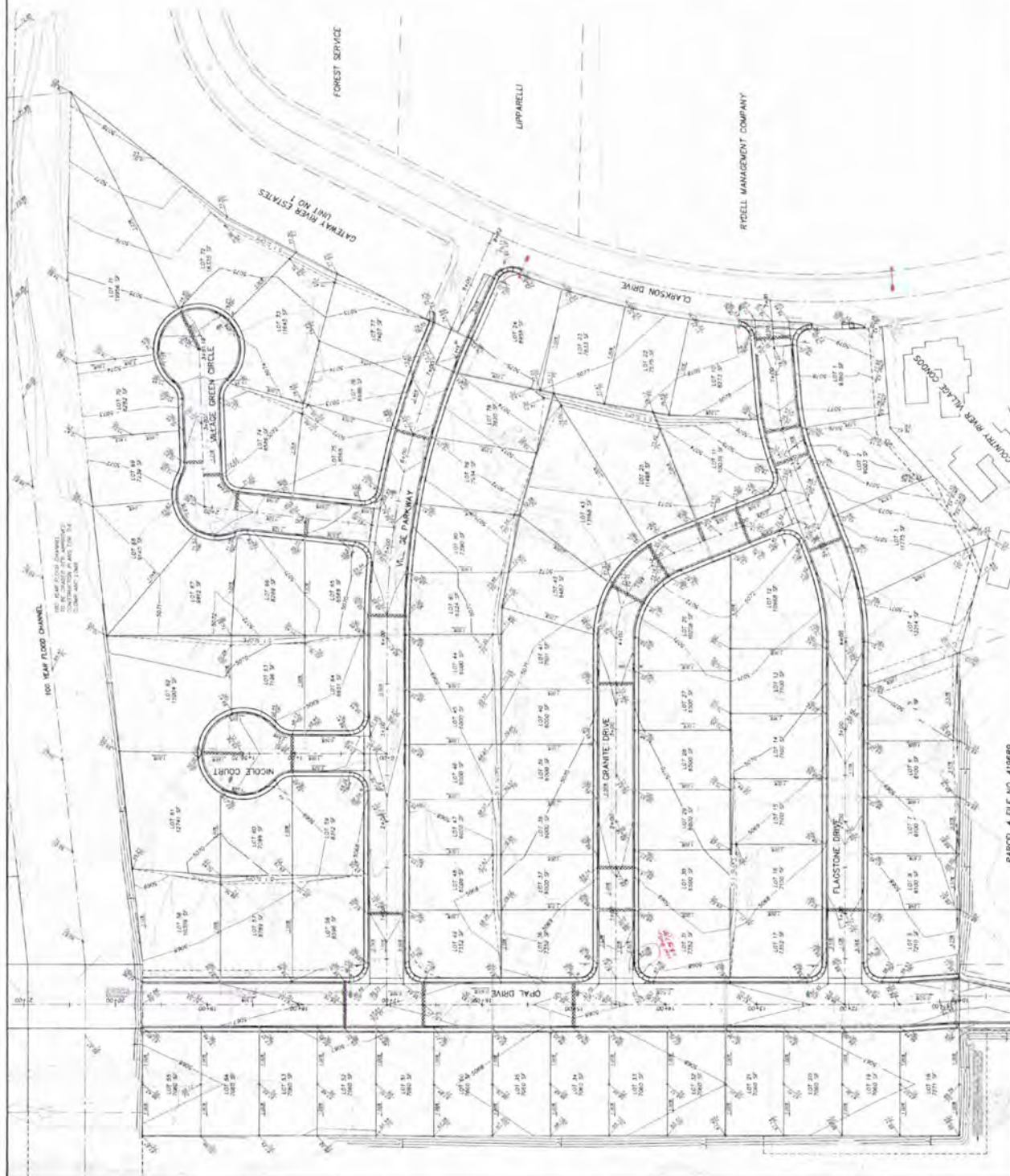
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|-----|--|
| C1 | TITLE SHEET & SITE SPECIFICATIONS |
| C2 | SITE PLAN |
| C3 | GRADING PLAN |
| C4 | WATER PLAN |
| C5 | SANITARY SEWER PLAN |
| C6 | STORM DRAIN PLAN |
| C7 | OPAL DRIVE OFF SITE PLAN AND PROFILE |
| C8 | DIPAL DRIVE ON SITE PLAN AND PROFILE |
| C9 | FLAUSTONE DRIVE PLAN AND PROFILE |
| C10 | GRANITE DRIVE PLAN AND PROFILE |
| C11 | VILLAGE PARKWAY PLAN AND PROFILE |
| C12 | ACCOLLE COURT AND VILLAGE GREEN CIRCLE PLAN AND PROFILE |
| C13 | IMPROVEMENT DETAILS |
| C14 | WATER DETAILS |
| C15 | STORM WATER & SANITARY SEWER DETAILS |
| C16 | UTILITY CROSSING & LOCATION DETAILS |
| C17 | FERROSON CONTROL PLAN |

OWNER-DEVELOPER

PARRADO PARTNERS, LP,
THE CAPPS GROUP, INC.
12257 BUSINESS PARK DRIVE #B
TRUCKEE, CALIFORNIA 96161
CONTACT: ROBERT CAPPS
(530) 587-0740 X 201

CARTER ENGINEERING, LLC
P.O. BOX 794
ELKO, NEVADA 89801
CONTACT: LANA L. CARTER, P.E.
(775) 397-2531





ABBREVIATIONS FOR SPOT ELEVATIONS

| | |
|----|---|
| CL | CENTER LINE |
| EG | EXISTING GROUND |
| EX | EXISTING |
| FG | FINISH GRADE |
| FL | FLOW LINE |
| HP | HIGH POINT |
| PM | POINT |
| BC | FINISH GRADE (PAVEMENT) TOP BACK OF CURB |

LEGEND

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NOTES:

DOCKERS SHALL MEET THE STORMWATER DRAINAGE DESIGN CRITERIA FOR A 10-YEAR DRAINAGE DESIGN PERIOD. THE TOTAL CATCHMENT AREA IS 3.2 ACRES. THEREFORE A STORM DRAINAGE SYSTEM WITH A CAPACITY OF 1.5 CFS SHALL BE PROVIDED TO DRAIN THE CATCHMENT AREA. THE STORMWATER DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING FLOOD PLANE AND TO PREVENT FLOODING OF THE ADJACENT AREAS. THE STORMWATER DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING FLOOD PLANE AND TO PREVENT FLOODING OF THE ADJACENT AREAS. THE STORMWATER DRAINAGE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING FLOOD PLANE AND TO PREVENT FLOODING OF THE ADJACENT AREAS.

FOR MORE, VISIT CASCLEANINGANDDISINFECTANT.COM

OF



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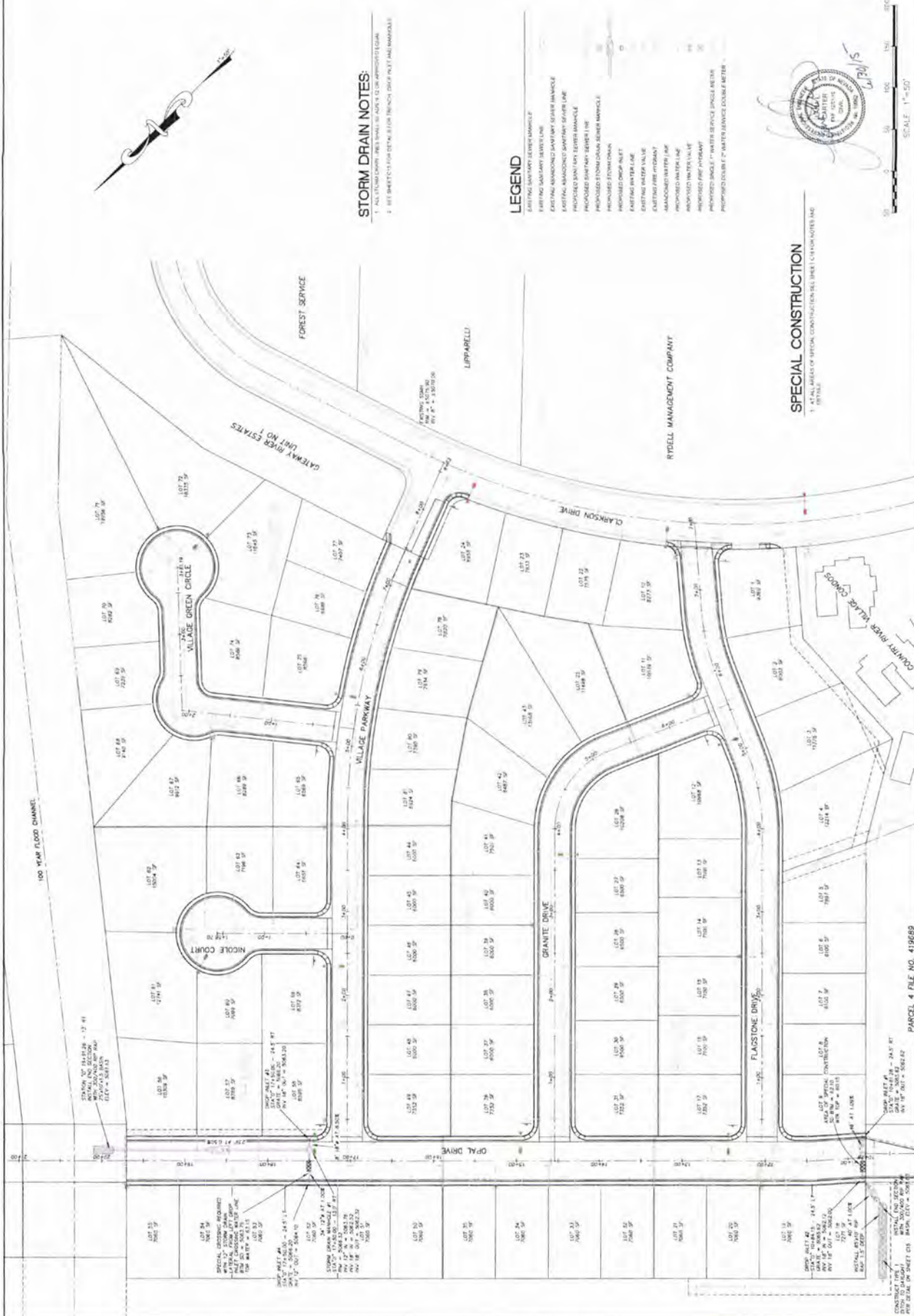
10/11/2019

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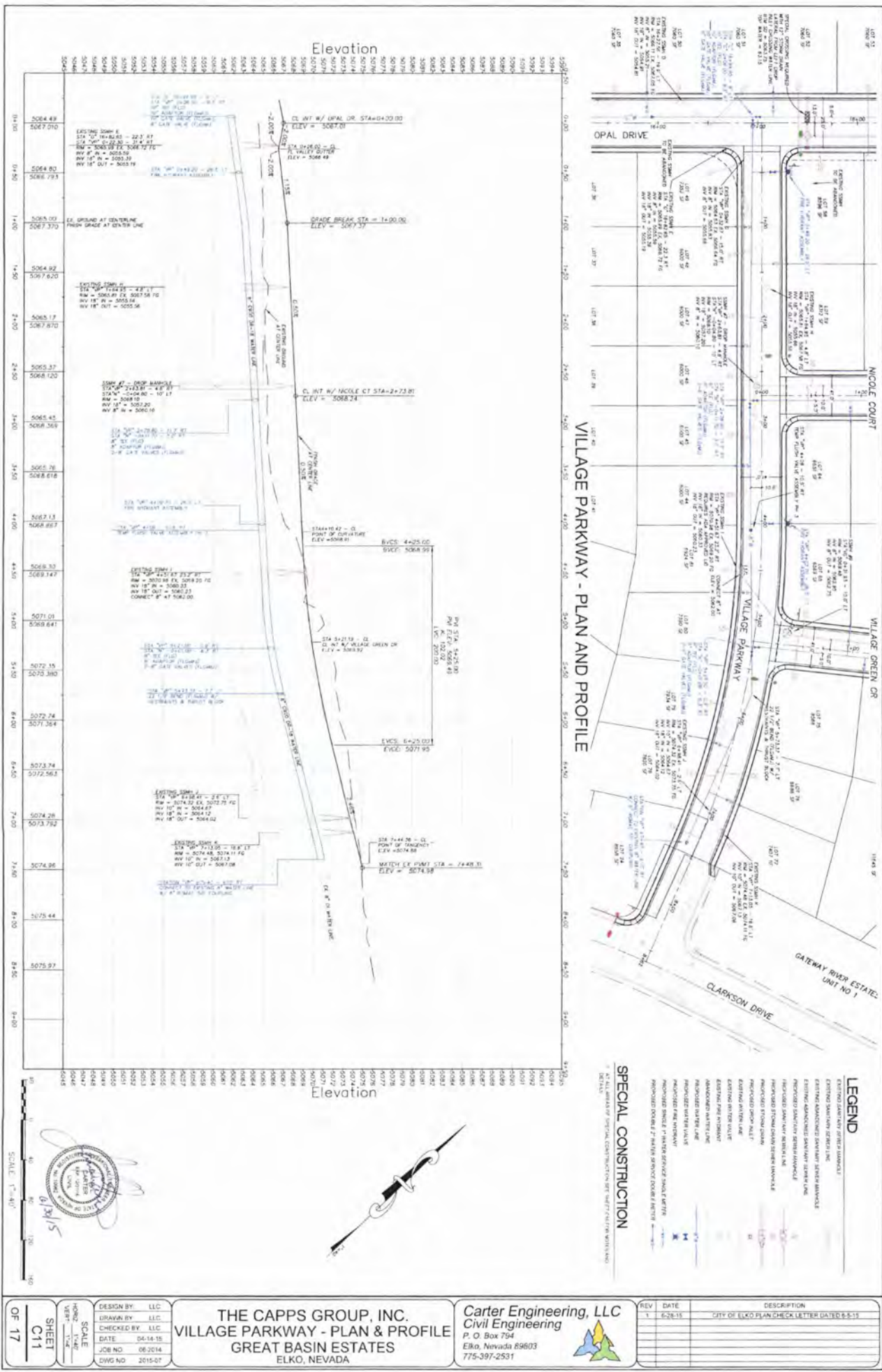
| Circumstances | Percentage of respondents |
|---------------|---------------------------|
| 0 | 0 |
| 25 | 25 |
| 50 | 50 |
| 75 | 75 |
| 100 | 100 |

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1000 JOURNAL OF CLIMATE







OF 17

SHEET C11

THE CAPPS GROUP, INC.

VILLAGE PARKWAY - PLAN AND PROFILE

GREAT BASIN ESTATES

ELKO, NEVADA

Carter Engineering, LLC

Civil Engineering

P. O. Box 794

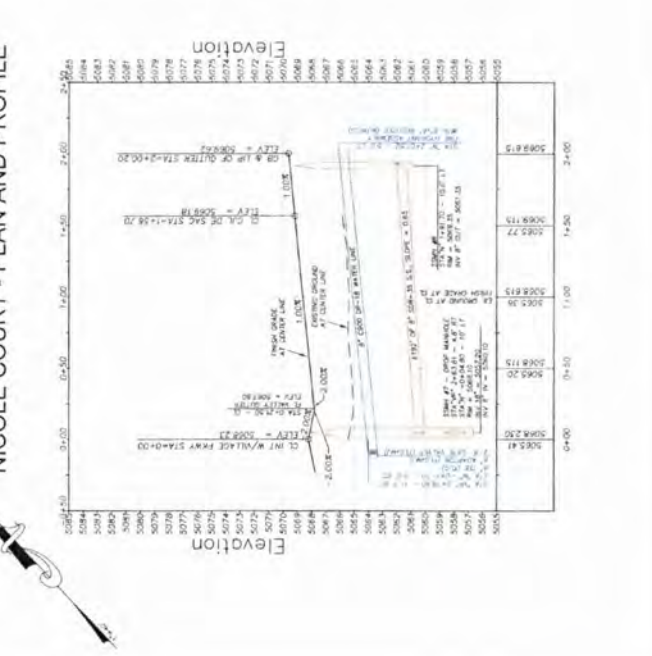
Elko, Nevada 89603

775-397-2531

| REV | DATE | DESCRIPTION |
|-----|---------|---|
| 1 | 6-26-15 | CITY OF ELKO PLAN CHECK LETTER DATED 6-5-15 |



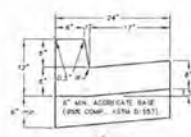
NICOLE COURT - PLAN AND PROFILE



1. ALL AREAS OF SPECIAL CONSTRUCTION DIFFER FROM COMMON DETAILS

EASTING SANITARY SEWER LINE
EASTING SANITARY SEWER LINE
EXISTING ALUMINUM SANITARY SEWER MANHOLE
PROPOSED ALUMINUM SANITARY SEWER MANHOLE
PROPOSED SANITARY SEWER LINE
PROPOSED SANITARY SEWER LINE
PROPOSED SANITARY SEWER MANHOLE
PROPOSED STORM DRAIN
PROPOSED STORM DRAIN
PROPOSED JOINT ALLEY
EXISTING WATER LINE
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
MANHOLED WATCH LINE
PROPOSED WATER LINE
PROPOSED WATER VALVE
PROPOSED FIRE HYDRANT
THROU-ROAD "A" WATER SERVICE SINGLE A WITH

SCALE: 1"=40'



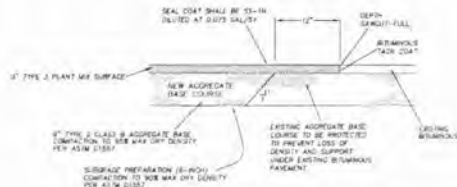
TYPE 1 CURB AND GUTTER



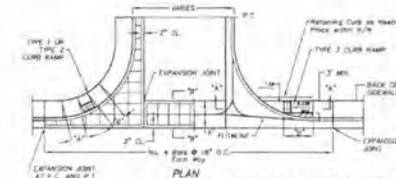
TYPE 2 CURB AND GUTTER

CURB AND GUTTER NOTES:

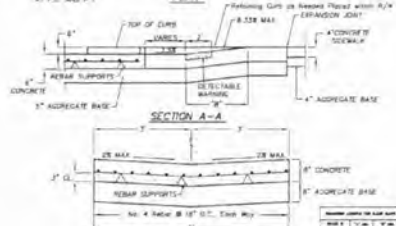
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 323.03 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF LAS VEGAS APPROVED MIX DESIGN.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 303 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF LAS VEGAS APPROVED MIX DESIGN.
3. ALL CONCRETE CURB AND GUTTER SHALL HAVE 1\"/>



PAVEMENT SAW CUT AND JOIN

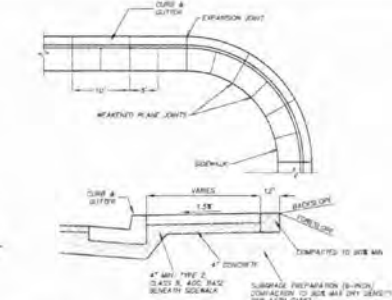


SECTION A-A



SECTION B-B

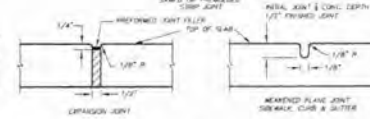
P.C.C. VALLEY GUTTER WITH APRON TYPE 3 CURB RAMP



NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 323.03 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF LAS VEGAS APPROVED MIX DESIGN.
2. ALL CONCRETE MONUMENT SHALL HAVE 1\"/>

CLASS A MONUMENT



P.C.C. JOINTING DETAILS

SIDEWALK NOTES:

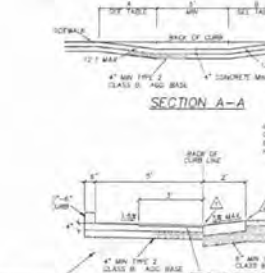
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 323.03 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF LAS VEGAS APPROVED MIX DESIGN.
2. ALL CONCRETE SIDEWALK SHALL HAVE 1\"/>

P.C.C. SIDEWALK

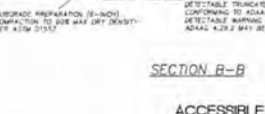


| GRADE % | A | B |
|---------|------|------|
| 0.00 | 1.00 | 1.00 |
| 0.25 | 1.00 | 1.00 |
| 0.50 | 1.00 | 1.00 |
| 0.75 | 1.00 | 1.00 |
| 1.00 | 1.00 | 1.00 |
| 1.25 | 1.00 | 1.00 |
| 1.50 | 1.00 | 1.00 |
| 1.75 | 1.00 | 1.00 |
| 2.00 | 1.00 | 1.00 |
| 2.25 | 1.00 | 1.00 |
| 2.50 | 1.00 | 1.00 |
| 2.75 | 1.00 | 1.00 |
| 3.00 | 1.00 | 1.00 |
| 3.25 | 1.00 | 1.00 |
| 3.50 | 1.00 | 1.00 |
| 3.75 | 1.00 | 1.00 |
| 4.00 | 1.00 | 1.00 |
| 4.25 | 1.00 | 1.00 |
| 4.50 | 1.00 | 1.00 |
| 4.75 | 1.00 | 1.00 |
| 5.00 | 1.00 | 1.00 |
| 5.25 | 1.00 | 1.00 |
| 5.50 | 1.00 | 1.00 |
| 5.75 | 1.00 | 1.00 |
| 6.00 | 1.00 | 1.00 |
| 6.25 | 1.00 | 1.00 |
| 6.50 | 1.00 | 1.00 |
| 6.75 | 1.00 | 1.00 |
| 7.00 | 1.00 | 1.00 |
| 7.25 | 1.00 | 1.00 |
| 7.50 | 1.00 | 1.00 |
| 7.75 | 1.00 | 1.00 |
| 8.00 | 1.00 | 1.00 |
| 8.25 | 1.00 | 1.00 |
| 8.50 | 1.00 | 1.00 |
| 8.75 | 1.00 | 1.00 |
| 9.00 | 1.00 | 1.00 |
| 9.25 | 1.00 | 1.00 |
| 9.50 | 1.00 | 1.00 |
| 9.75 | 1.00 | 1.00 |
| 10.00 | 1.00 | 1.00 |

TRANSITION LENGTH TABLE FOR 12:1 SIDE SLOPE



SECTION A-A



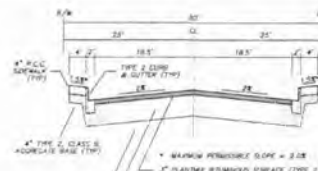
SECTION B-B

ACCESSIBLE CURB RAMP

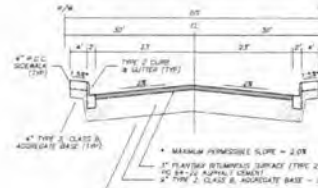
NOTES:

1. CURB MATERIAL AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE LATEST EDITION OF THE M.I.T.C. (MATERIALS AND CONSTRUCTION) MANUAL.
2. STREET NAME SIGN SHALL BE AS PRESCRIBED BY THE DESIGNING AGENCY AND LOCATED WITHIN THE STREET NAME SIGN AREA.
3. ON STREETS WHERE CURBS DO NOT EXIST, SET SIGN 6\"/>

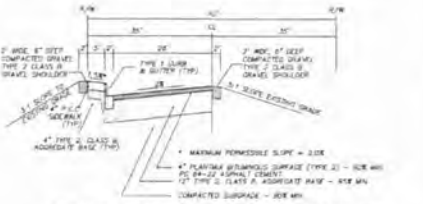
TYPE 2 STREET SIGN



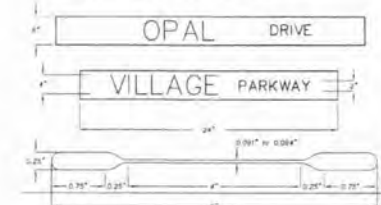
TYPICAL SECTION - LOCAL RESIDENTIAL



TYPICAL SECTION - COLLECTOR RESIDENTIAL



TYPICAL SECTION - COLLECTOR 1/2 STREET



NOTES:

1. SIGN SHALL MEET THE REQUIREMENTS OF SECTION 323.03 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE LATEST EDITION OF THE M.I.T.C. (MATERIALS AND CONSTRUCTION) MANUAL.
2. SIGN PANELS SHALL BE MOUNTED ON EXTRUDED ALUMINUM RODS 1\"/>

STREET NAME SIGN



DESIGNED BY: **Carter Engineering, LLC**

CHECKED BY: **P. O. Box 774**

DATE: **04-14-15**

JOB NO: **2013-014**

DATE: **04-14-15**

DESCRIPTION: **CITY OF LAS VEGAS STREET IMPROVEMENTS**

REVISION: **1**

DATE: **04-14-15**

THE CAPPS GROUP, INC.

IMPROVEMENT DETAILS

GREAT BASIN ESTATES

ELKO, NEVADA

Carter Engineering, LLC

Civil Engineering

P. O. Box 774

Elko, Nevada 89803

775-397-2551

SCALE: **1\"/>**

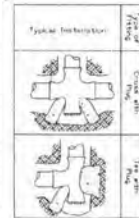
SHEET: **C13**

OF 17

| View of Thrust | Top View | Side View | Front View | Back View |
|----------------|----------|-----------|------------|-----------|
| Thrust Block | | | | |

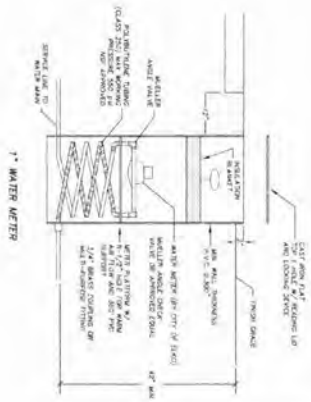
THRUST BLOCK BEARING AREA (CSA) F.T.

| View of Thrust | Top View | Side View | Front View | Back View |
|----------------|----------|-----------|------------|-----------|
| Thrust Block | | | | |

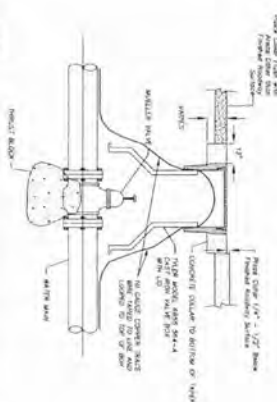


- NOTES:
- Thrust blocks to be constructed of concrete.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.
 - Thrust blocks to be placed against the wall.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.

THRUST BLOCKS

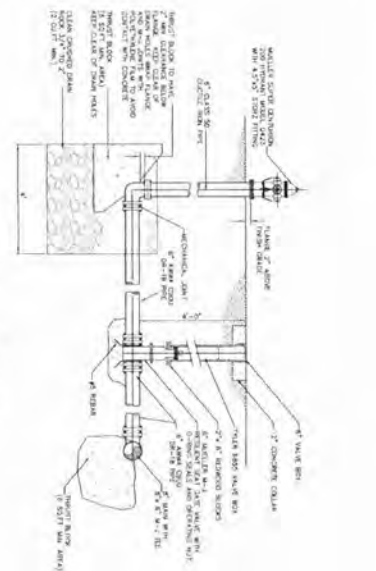
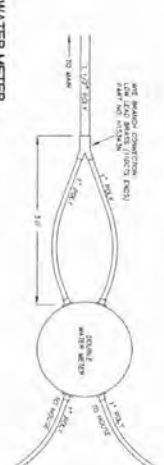
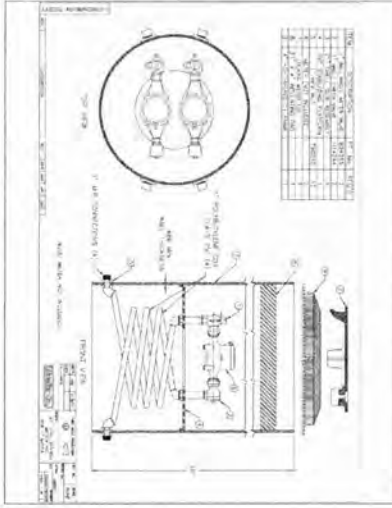


- NOTES:
- Thrust blocks to be constructed of concrete.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.
 - Thrust blocks to be placed against the wall.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.

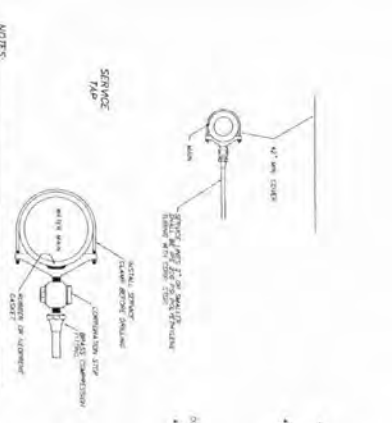


- NOTES:
- Valve and box to be constructed of concrete.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.
 - Valve and box to be placed against the wall.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.

VALVE AND BOX

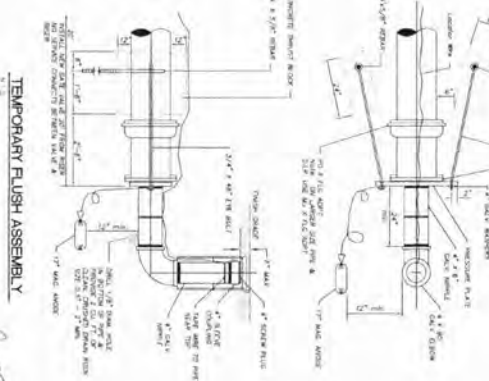


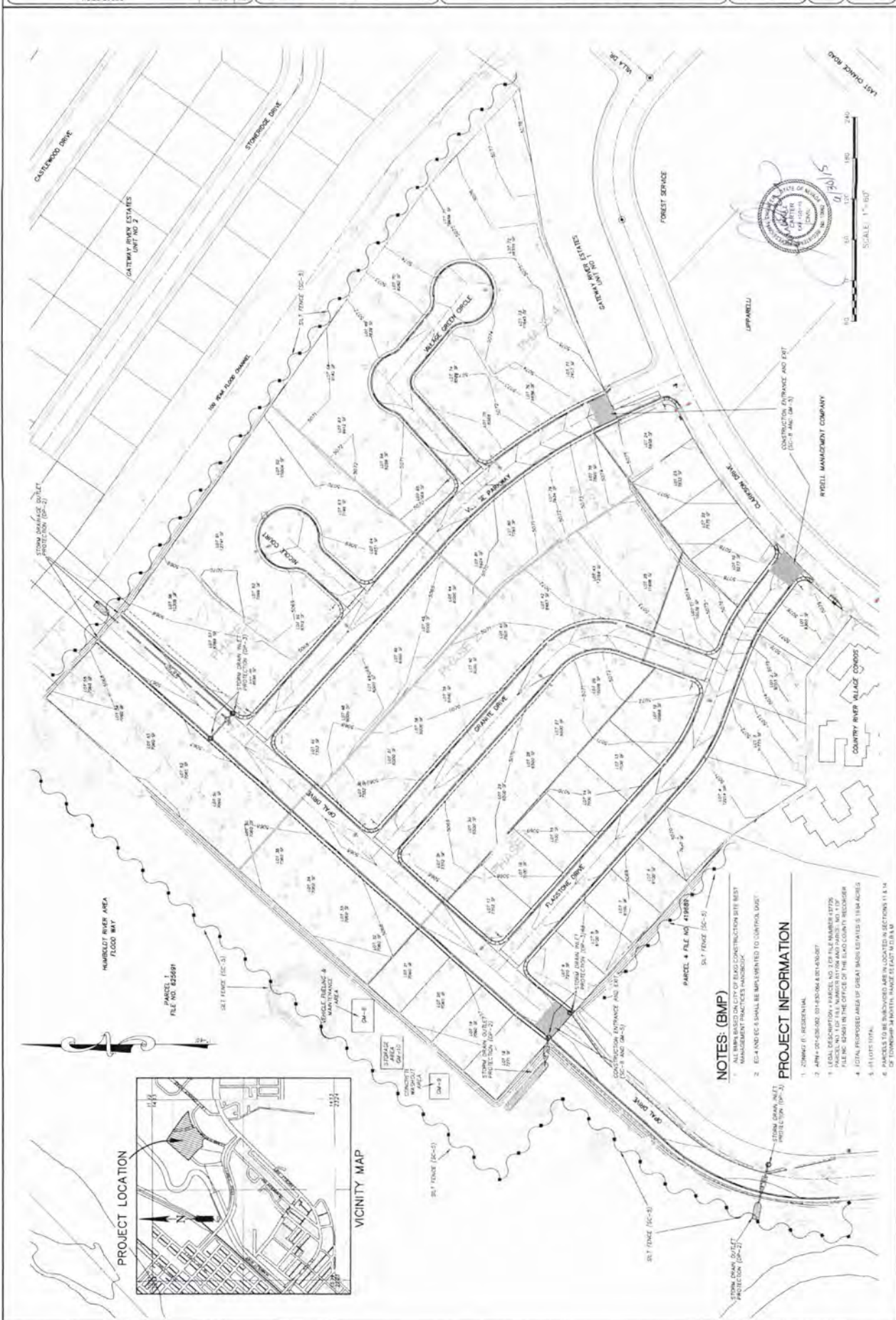
FIRE HYDRANT ASSEMBLY



- NOTES:
- Service tap to be constructed of concrete.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.
 - Service tap to be placed against the wall.
 - Reinforcement shall be as shown in the detail or as approved by the Engineer.

WATER SERVICE CONNECTION





**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept the 2019 Planning Commission Work Program, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 22, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered a draft 2019 Work Program at their special meeting January 3, 2019 They took action to approve the Work Program and forward it to Council for acceptance. 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: **2019 Planning Commission Work Program**
9. Recommended Motion: **Accept the 2019 Planning Commission Work Program**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution:

Elko Planning Commission 2019 Work Program

| | | <u>ITEM</u> | <u>START DATE</u> | | <u>PROJECTED COMPLETION</u> | <u>ACTUAL COMPLETION</u> |
|--|---|---|--------------------------|--|------------------------------------|---------------------------------|
| | * | Revise Sign Ordinance | February | | October | |
| | * | Review Zoning for RMH districts, revise map | April | | September | |
| | * | Revise P & Z applications | October 2017 | | February | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | ONGOING PROJECTS | | | | |
| | | Planning Commission training (General conduct, , Ethics, NRS, Open meeting law) | | | | ongoing |

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 22, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Humanitarian Campground Rules require revision to reflect the current operating relationship between the City and Friends In Service Helping (F.I.S.H) and to address certain ongoing issues associated with the operation of the camp. SAW**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Revised Humanitarian Campground Rules.**
9. Recommended Motion: **Move to approve the revised Humanitarian Campground Rules.**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

ELKO HUMANITARIAN CAMPGROUND

RULES AND REGULATIONS

The City of Elko manages the Elko Humanitarian Campground to meet the needs of people needing a place to stay in the Elko area when they don't have a home or other place to go. In order to help us help you, you will have to follow some basic rules. That way, the Elko Humanitarian Campground will be a clean, safe place for all its residents!

- All campers will need to register with Elko F.I.S.H. There is no charge for using the campground.
- Elko F.I.S.H. will assign campsites and reserves the right to reassign campsites. Campers shall not relocate to unassigned camp sites without the consent of F.I.S.H or volunteer persons designated by FISH to assist in the assignment of camp sites.
- Campers must comply with all laws and City Codes.
- All dogs must be secured within a kennel or be restrained completely within the perimeter of your campsite by a lead anchored to the ground. Dogs must be licensed and current on vaccinations.
- Wind breaks no higher than four (4) in height are allowed.
- You may not erect structures. For example, hard materials, such as boards or plywood, cannot be used to make shelters. The only shelters that are allowed are tents and similar temporary enclosures. Tents may be erected on a platform made of plywood or other material. Tents must be at least three (3) feet from the edge of the campsite.
- You must keep your campsite clean, orderly and free of litter and trash. You may not scatter possessions, litter or other items outside of tents.
- No trespassing is allowed upon other campsites without permission from the occupants of those campsites.
- You may only cook using fire areas (no larger than two feet in diameter), burners or grills located within your campsite.
- All fires and operating burners and grills must be attended at all times. All fires must be properly extinguished after use.
- The campground is for tent camping. No personal vehicles are allowed within the camping area and you may not park or store a vehicle or trailer at a designated campsite. Occupancy of RV's, camp trailers, truck campers or vehicles of any type is not allowed at or near the campground, including in the parking area and on the street. The campground parking lot is reserved for parking of campers' personal vehicles. All vehicles in the parking area must be registered and operable.
- Food, shower and other services are provided at the Elko F.I.S.H. Thrift Store located at 821 Water Street. Transportation may be available at certain times.

- If you are able to do so, please help with group chores.
- Campers may not scavenge from trash receptacles or dumpsters at the campground.
- Campers may not use the perimeter fence for any reason.
- Campers must cross the railroad tracks only at designated rail crossings and campers shall not use the railroad right-of-way to travel to or from the campground.
- You may not cause a nuisance to others. If you are bothering other campers and don't stop when asked, you may be asked to leave the campground.
- Your pet may not cause a nuisance to others. If your pet is bothering other campers and you cannot or do not control your pet, you may be asked to leave the campground, or Elko Animal Control may be called.
- You must clean up after your pet and place all animal waste in trash receptacles or dumpsters.
- Glass containers are prohibited.
- Destruction or damage to camp facilities may result in expulsion from the campground and/or possible arrest.
- If the City of Elko observes a violation of these rules, you will be given written notice and an opportunity to fix the violation. If you fail to fix the violation as requested, you will be instructed to leave and, if you then fail to do so, you will be in trespass.
- The Elko Humanitarian Campground is the only City-owned property in Elko where overnight camping is allowed without a permit or license. ***Please be kind and respectful to others, and help make it a success for everyone!***

ELKO ~~F.I.S.H.~~ HUMANITARIAN CAMPGROUND

RULES AND REGULATIONS

~~The City of Elko F.I.S.H.~~ manages ~~and operates~~ the Elko Humanitarian Campground ~~as part of its Mission~~ to meet the needs of people needing a place to stay in the Elko area when they don't have a home or other place to go. In order to help us help you, you will have to follow some basic rules. That way, the Elko Humanitarian Campground will be a clean, safe place for all its residents!

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Formatted: List Paragraph, No bullets or numbering

- Food, shower and other services are provided at the Elko F.I.S.H. Thrift Store located at 821 Water Street. Transportation may be available at certain times.
- If you are able to do so, please help with group chores.
- Campers may not scavenge from trash receptacles or dumpsters at the campground.
- Campers may not use the perimeter fence for any reason.
- Campers must cross the railroad tracks only at designated rail crossings and campers shall not use the railroad right-of-way to travel to or from the campground.
- You may not cause a nuisance to others. If you are bothering other campers and don't stop when asked, you may be asked to leave the campground.
- Your pet may not cause a nuisance to others. If your pet is bothering other campers and you cannot or do not control your pet, you may be asked to leave the campground, or Elko Animal Control may be called.
- You must clean up after your pet and place all animal waste in trash receptacles or dumpsters.
- Glass containers are prohibited.
- Destruction or damage to camp facilities may result in expulsion from the campground and/or possible arrest.
- If ~~the City of Elko~~ ~~Elko F.I.S.H.~~ observes a violation of these rules, you will be given **written** notice –and an opportunity to fix the violation. If you fail to fix the violation as requested, you will be ~~asked to~~ instructed to ~~leave and, if you then fail to do so, you will be in trespass~~trespassed from the campground~~leave.~~
- The Elko Humanitarian Campground is the only City-owned property in Elko where overnight camping is allowed without a permit or license. ***Please be kind and respectful to others, and help make it a success for everyone!***

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval of a grant administered by the Humboldt Watershed Cooperative Weed Management Area (HWCWMA), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 22, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko is eligible to receive services for noxious weed control at SnoBowl, undeveloped City Property near Copper Street and Mountain View Park, and along the Humboldt River. The HWCWMA manages the grant and hires a licensed contractor to perform the work. They are requesting the City of Elko provides records of expenditures for herbicide treatments throughout the park system to serve as matching funds towards the grant. JW**
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: **Authorize Staff to work with the Humboldt Watershed Cooperative Weed Management Area to provide noxious weed control services within the following City owned properties, the Elko SnoBowl, drainages surrounding Mountain View Park, and the Humboldt River.**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of Exhibits A, B and C for the Lease Agreement between the City of Elko and Elko Leasing Company pertaining to the lease of the old terminal building, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 22, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City Council approved a lease agreement between the City and Elko Leasing Company on January 8, 2019. The lease agreement included reference to Exhibits A, B and C. The exhibits require Council approval. JF**
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 the Lease Agreement Exhibits A, B, and C.**
9. Recommended Motion: **Motion to approve of Exhibits A, B and C for the Lease Agreement between the City of Elko and Elko Leasing Company pertaining to the lease of the old terminal building.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Aaron K. Martinez, P.E.
445 5th Street, Suite 201
Elko, NV 89801
AARON@AMENGINEERING.PRO
P: 775.738.3113
C: 775.848.8940**

**Aaron Martinez
Elko Leasing Company
P.O. Box 1011, Elko, NV 89803
742 D Street, Elko, NV89801**

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

A portion of the Elko Regional Airport parcel, located in the southeast quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows;

Beginning at a point that bears South 73°45'26" East, a distance of 2,170.39 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 68°30'24" East, a distance of 131.42 feet;
Thence, South 21°29'36" East, a distance of 71.96 feet;
Thence, South 68°30'24" West, a distance of 131.42 feet;
Thence, North 21°29'36" West, a distance of 71.96 feet, more or less, to the point of beginning.

Said Lease Area contains a total area of $\pm 9,457$ square feet, which includes $\pm 7,069$ square feet of building, and $\pm 2,388$ square feet of parking area.

The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:
Robert Thibault, PE, PLS
City of Elko Civil Engineer

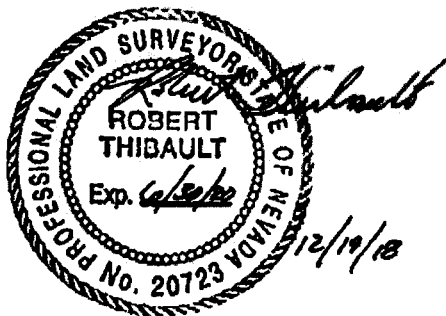
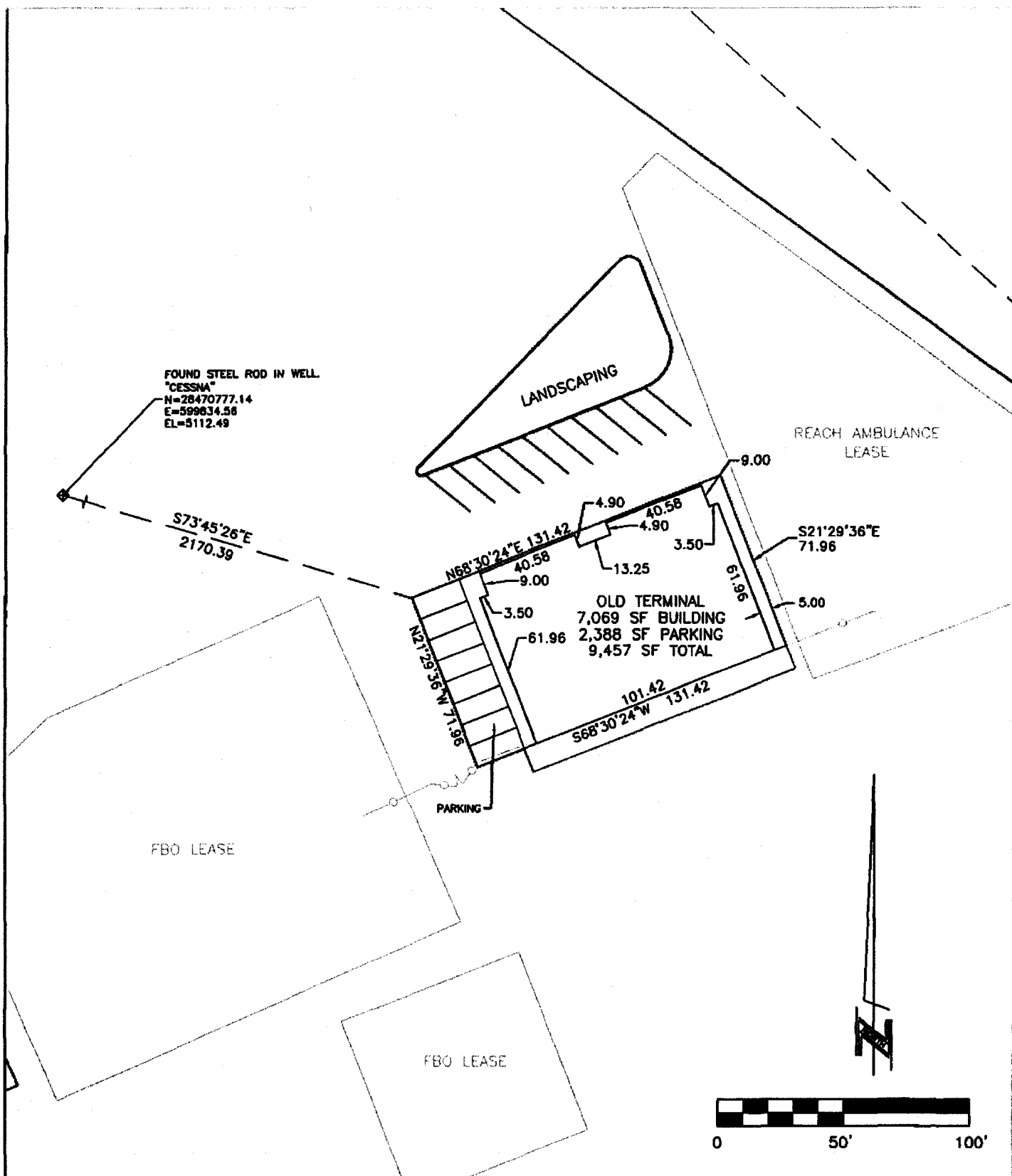


EXHIBIT B



| |
|---------------|
| SCALE |
| HORIZ 1"=50' |
| VERT _____ |
| JOB No. _____ |

EXHIBIT B
OLD TERMINAL BUILDING
LEASE AREA DISPLAY

| |
|-----------------------------|
| DESIGNED BY <u>JE</u> |
| DRAWN BY <u>ANDREW BENT</u> |
| CHECKED BY <u>JE</u> |
| DATE <u>12/21/2018</u> |

IN SECTION 16, T 34 N,
 R 55 E, M.D.B.&M.

EXHIBIT C

Exhibit C

Additional Terms Required

By FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as

required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking

off from or operation on the Elko Regional Airport .

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the

United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

CHAPTER I
GENERAL PROVISIONS

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. "Airport" means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. "Airport Director" means the means the person appointed by the Board of Supervisors of the City of Elko, whose job duties are outlined in Section 2.

3. "Council" means the City Council of the City of Elko, Nevada.

4. "City" means the City of Elko, Elko County, Nevada.

5. "F.A.A." means the Federal Aviation Administration.

6. "Person" means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. "Advisory Board" means the Elko Regional Airport Advisory Board established by the Elko Board of Supervisors.

SECTION 2. Airport Director

The Airport Director shall be appointed by the Board. He shall report to the City Manager through the Assistant City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervisors grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the Board, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A. A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring

the general use of the airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common use area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for fire fighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also obtain prior approval of the Airport Director.

SECTION 9. Acceptance of rules by use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators to keep rules available

All persons licenses to do business on or conduction operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II

AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such Aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the personnel of the Control Tower. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas and placed or stored in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner, the owner's agent, or legal representative.

SECTION 2. Ground rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other

buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and

obtained the consent and all appropriate permits and licenses for such activities from the Board and entered into such written leases and other agreements prescribed by the Board, or agreed upon by the Board and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director on forms prescribed by the Board. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the Board by at least its next regular meeting. The Board may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the Board, to establish to the satisfaction of the Board that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The Board may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety

hazard on the airport; or

3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the Board is unwilling to enter into such arrangement; or the operation will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the Board with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the

Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9 Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the Board that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko require such denial.

14. Nothing contained herein shall be construed to prohibit the Board from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the Board, the applicant shall submit the supporting documents itemized in the Appendix _____ to the Board, together with such other documents and information as may be requested by the Board.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the Board.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the Board *and/or Airport Director*. In

the event of any construction, the Board may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with Board approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the Board, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the Board a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in Appendix _____.

SECTION 11. Waiver of Chapter III

The Board may in its discretion, waive all or any of Chapter III, or the requirements listed in Appendix _____, for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair by the City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

CHAPTER IV PENALTIES

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the Board or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the Board.

SECTION 2. Appeals

Such matters shall be presented to the Board as expeditiously as practicable. By request of the Board, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the Board, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the Board to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER IV GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Special Olympics Nevada to close a portion of the parking located within the Elko City Park for the Polar Plunge, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Due to the closure of the Elko City Pool, the Special Olympics is seeking alternative areas to hold the Polar Plunge. They are requesting approval to close a portion of parking in the Main City Park to put up an inflatable slide and pool for the plunge. Since it is a request to close city-owned property, approval from the Council is required. KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement:
8. Supplemental Agenda Information: **Application**
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: **Dan Allred**
dallred63@gmail.com

ELKO SPECIAL EVENT/VENDOR APPLICATION
(When the Event Includes a Closure of City Property)

(A)

Pursuant to Elko City Code 8-16-1 to 8-16-8, the undersigned hereby applies for a Special Event/Vendor License.

Name of Event: Special Olympics Polar Plunge
Sponsor of Event: Special Olympics Nevada
Location of Event: City of Elko Main Park
Date of Event: March 2, 2019
Time of Event: 11:00am - 2:00pm

If you are requesting a closure indicate the dates, time and place of the closure: _____

Same location: 3/2 - 10:00-2:00p. (Park parking area & turnaround)

Number of Vendors 0 x \$34.50 per vendors on City Property
_____ x \$6.00 per day per vendor on Private Property

**No fee shall be charged to businesses physically located within the City of Elko with a current Elko City Business License. No charge to non-profit vendors.

Please list all vendors (including those that will not be charged) on next page.

The City prefers a primary contact person to deal with regarding the issues concerning the event. Although the primary contact person may have others assisting with the safety, security, traffic and parking of the event, the primary contact person will be the only person the City will contact regarding the event. If at any time the primary contact person changes, they must submit a letter stating who will become the main contact. Please list all numbers in which the primary contact person will be available.

Primary Contact Person: Dan Allred Special Olympics Elko Area Director
24 Hour Phone/Cellular: 702-481-1264

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

Applicant Name: Dan Allred - dallred63@gmail.com (please print)

Signature of Applicant: Dan Allred Mailing Address: 216 Holyoke Pl Spring Creek NV 89815

Date: 1/14/2019 Phone Number: 702-481-1264

NOTED
Type of verification from Nevada Taxation

NOTED
Nevada State Health Dept. (food vendors)
1020 Ruby Vista Dr. Ste. 103
775-753-1138

CITY OF ELKO STAFF FLOW SHEET

(C. 2 of 2)

The sponsor of the event shall present their entire application to each of the departments below for their comments and approval. The comments made by City Personnel are intended to assist in the approval process only, by signing they are acknowledging and agreeing to the requirements of their department should the event take place. Denials by any of the Departments may result in denial of the event.

Please call to arrange an appointment with each department

NAME OF EVENT:

Special Olympics Polar Plunge**For Official Use Only**

Police Department, 1448 Silver St.:

☒ Approved

Denied

Date JAN 15 2019

Phone: 775-777-7310

Comments/Conditions: No ISSUES.Signature: B. R. [Signature]

Fire Department, 911 W. Idaho St.:

☒ Approved

Denied

Date 1/15/19

Phone: 775-777-7345

Comments/Conditions: INSPECTIONS NEEDED PRIOR TO EVENT.Signature: [Signature]Street Department, 232 S. 10th St.:☒ Approved

Denied

Date 1-15-19

Phone: 775-777-7241

Comments/Conditions: Nothing needed from street departmentSignature: Jenni Lee for Paul Davis

Parks & Recreation Dept., 723 Railroad St.:

☒ Approved

Denied

Date 1/14/19

Phone: 775-777-7261

Comments/Conditions: _____

Signature: [Signature]~~Nevada Department of Transportation (if applicable), 1951 Idaho St.:~~

Approved

Denied

Date _____

Phone: 775-777-2725

Comments/Conditions: No

Signature: _____

Attach additional sheets if necessary

Google Maps



Imagery ©2019 Google, Map data ©2019 Google 100 ft

o traffic cones

EVENT PLAN BRIEF

2019 SPECIAL OLYMPICS POLAR PLUNGE

ELKO NEVADA

Event:

- 2019 Special Olympics Elko Polar Plunge
- March 2nd from 1100 - 1400
- City of Elko Main Park
- 100+/- participants will utilize an inflatable slide and pool
- 100+/- additional observers and supporters

Special Olympics and Polar Plunge overview:

- The Polar Plunge is the largest fundraiser for Special Olympics locally, in Nevada and in our nation. These funds raised for our non-profit organization are utilized to support Elko County's 40+ special-needs athletes and Nevada's 3800+ special-needs athletes in athletic training, practice, competition and developing life skills. Elko's Polar Plunge has raised more than \$18,000 each of the last four years.

Polar Plunge event activities:

- Registration
- Food, door prizes, pictures and activities
- Costume contest
- Awards for division leaders in contributions and costume contest
- PLUNGE
- Clean up

All logistical support and supplies are in place.

Safety Plan:

- Certificate of Liability Insurance submitted.
- Inflatable slide secured by provider.
- Volunteers in place to facilitate movement of participants.
- Volunteers and staff in place for safety on water slide and in the shallow pool.
- Mats/rugs in place at pool exit and where water accumulates.
- Trained and experienced staff and first-aid supplies on scene.
- 911 to be called in the event of illness or injury.
- Staff prepared to ensure corridor for emergency responders to access event.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 02-19, a resolution amending various fees related to Ruby View Golf Course pursuant to Elko City Code, Title 8, Chapter 13, Section 3 and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 22, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **The Golf Course Financial Advisory Committee took action to recommend amending various fees at Ruby View Golf Course on December 17, 2018. A draft resolution has been included in the agenda packet for review. JW**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A draft copy of Resolution No. 02-19**
9. Recommended Motion: **Adopt Resolution No. 02-19 amending fees charged for Ruby View Golf Course.**
10. Prepared By: **James Wiley, Parks and Recreation Directory**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Upon introduction and motion by _____ and seconded by _____, the following Resolution and Order was duly passed and adopted:

**CITY OF ELKO
RESOLUTION No. 02-19**

**A Resolution Amending Golf Fees at the Ruby View Golf Course
Pursuant to Elko City Code Title 8, Chapter 13, Section 3**

WHEREAS, the City of Elko owns and operates the Ruby View Golf Course; and,

WHEREAS, it has been determined by the Elko City Council that the operation and maintenance of the Ruby View Golf Course shall be paid by user fees where possible.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Elko City Council that the following fees be set for the Ruby View Golf Course as follows:

| <u>Greens Fees - Weekend (Saturday, Sunday and Holidays)</u> | <u>Old Rate</u> | <u>New Rate</u> |
|---|------------------------|------------------------|
| 9 Holes (before 3:00 p.m.) | \$ 25.00 | No Change |
| 9 Holes (after 3:00 p.m.) | \$ 22.00 | No Change |
| 18 Holes | \$ 39.00 | No Change |
| Conversion 9 to 18 holes | \$ 21.00 | No Change |
| <u>Greens Fees - Weekday (Monday - Friday)</u> | | |
| 9 Holes | \$ 22.00 | No Change |
| Conversion 9 to 18 holes | \$ 17.00 | No Change |
| 9 Holes Senior (65 years +) | \$ 17.00 | No Change |
| Conversion 9 to 18 holes | \$ 12.00 | No Change |
| 9 Holes Junior (through 18 years) | \$ 13.00 | No Change |
| Conversion 9 to 18 holes | \$ 8.00 | No Change |
| 18 Holes | \$ 33.00 | No Change |
| 18 Holes Senior (65 years +) | \$ 23.00 | No Change |
| 18 Holes Junior (through 18 years) | \$ 16.00 | No Change |
| Employee Restricted Pass | \$ 150.00 | No Change |
| <u>Season Passes</u> | <u>Old Rate</u> | <u>New Rate</u> |
| Single | <u>\$ 675.00</u> | <u>\$ 700.00</u> |
| Senior Single (65 years +) | <u>\$ 550.00</u> | <u>\$ 575.00</u> |
| Young Adult (19 through 20) | \$ 275.00 | No Change |
| Junior (Unrestricted) | <u>\$ 175.00</u> | <u>\$ 100.00</u> |
| <u>Punch Card</u> | <u>Old Rate</u> | <u>New Rate</u> |
| 24 - 9 hole rounds | \$ 424.00 | No Change |
| No Expiration Date | | |
| 12 - 9 hole rounds | \$ 424.00 | \$ 212.00 |
| <u>Golf Cart Rentals</u> | <u>Old Rate</u> | <u>New Rate</u> |
| 9 Holes | \$11.00/rider | No Change |
| 18 Holes | \$16.00/rider | No Change |
| Conversion from 9 to 18 holes | \$10.00/rider | No Change |

Employee Restricted Golf Cart Rental (50% of Regular Rate)

| | <u>Old Rate</u> | <u>New Rate</u> |
|----------|------------------------|------------------------|
| 18 Holes | \$ 8.00 | No Change |
| 9 Holes | \$ 5.50 | No Change |

| <u>Golf Cart Storage</u> | <u>Old Rate/Inside</u> | <u>Old Rate/Outside</u> | <u>New Rate/Inside</u> | <u>New Rate/Outside</u> |
|---------------------------------|-------------------------------|--------------------------------|-------------------------------|--------------------------------|
| Annual Rent - Electric | \$ 630.00 | \$ 205.00 | No Change | No Change |
| Annual Rent - Gas | \$ 580.00 | \$ 180.00 | No Change | No Change |

A discount of \$300.00 (applicable for inside storage only) shall be provided for season pass holders (Limit of one season pass discount per space) Punch card purchases do not qualify as season passes for cart storage discount.

Trail Fees

| | <u>Old Rate</u> | <u>New Rate</u> |
|------------------------------------|------------------------|------------------------|
| Annual Fee Paid by Golf Cart Owner | \$ 210.00 | No Change |
| Daily Trail Fee Paid by Daily User | \$ 20.00 | No Change |
| (This fee cannot be pro-rated) | | |

NOW THEREFORE BE IT ALSO RESOLVED AND ORDERED that this resolution become effective on April 1, 2019.

Passed and adopted this 22nd day of January, 2019.

CITY OF ELKO

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a petition for the vacation of a portion of the public utility and drainage easement along the north and east property lines of APN 001-660-049 consisting of an area approximately 1, 300 sq. ft., filed by MP Elko LLC and processed as Vacation No. 1-19, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 22, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **The owner is proposing an expansion to the Dotty's Casino and the proposed expansion will extend over the existing easement. 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: **Application, Map, and Staff Memo**
9. Recommended Motion: **Accept the petition for vacation and direct Staff to commence the vacation process by referring the matter to the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **MP Elko, LLC**
 David Fonua
 1801 Tiburon Blvd, Suite 800
 Tiburon, California 94920
 dffinancial@sbcglobal.net



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

CITY OF ELKO STAFF REPORT

| | |
|------------------------------------|-------------------------|
| CITY COUNCIL PETITION DATE: | January 22, 2019 |
| PLANNING COMMISSION DATE: | February 5, 2019 |
| APPLICATION NUMBER: | Vacation 1-19 |
| APPLICANT: | MP Elko LLC |
| PROJECT DESCRIPTION: | APN 001-660-049 |

Vacation of a drainage and utility easement along the north property line abutting APN 001-660-049



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact, conditions and waivers.

PROJECT INFORMATION

PARCEL NUMBER: 001-660-049

PARCEL SIZE: 1.741 acres

EXISTING ZONING: (C) General Commercial

MASTER PLAN DESIGNATION: (COMM-HWY) Commercial Highway

EXISTING LAND USE: Developed, Retail

BACKGROUND:

1. The property has always been developed as commercial.
2. Dotty's is proposing an expansion to their space and it will extend over the existing easement.
3. There are adjacent easements which will remain.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:
North: Commercial / Developed
East: Commercial / Developed
South: Commercial / Developed
West: Commercial / Undeveloped

PROPERTY CHARACTERISTICS:

The property is currently developed.
The property is part of the Junction Shopping Center and shares access from Mountain City Highway with other uses of the complex.
Parking is also considered a shared use among the shopping center.

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 3-2-10 General Commercial Zoning District
City of Elko Code – Section 8-7 Street Vacation Procedures

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Commercial Highway.
2. C- General Commercial Zoning District is listed as a corresponding zoning district for Medium Density.

3. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
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 Master Plan Land Use component.

MASTER PLAN - Transportation:

1. The area is accessed from Mountain City Highway and Connolly Drive.
2. The proposed vacation is not part of the right-of-way for either access roadway.

The proposed vacation is in conformance with the Master Plan Transportation component.

REDEVELOPMENT PLAN

- The area is located outside the Redevelopment Area.

FINDINGS

- The proposed vacation is in conformance with the City of Elko Master Plan Land Use component
- The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
- The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
- The proposed vacation is in conformance with City Code 3-2-10(B) and 8-7

STAFF RECOMMENDATION:

Staff recommends the City Council accept this petition and forward this item to the Planning Commission for further consideration.

RECEIVED

JAN 03 2019

EXHIBIT A

EASEMENT VACATION FOR MP ELKO, LLC

December 31, 2018

A parcel of land being a portion the public utility and drainage easement located on Parcel 10-A as shown on the Parcel Map for MP Elko, LLC, on file in the Office of the Elko County Recorder, Elko, Nevada as File No. 687792, more particularly described as follows:

Commencing at the most Westerly Corner of said Parcel 10-A, thence N 61° 18' 13" E, 5.10 feet along the Northerly Line of said Parcel 10-A to Corner No. 1, the True Point of Beginning;

Thence continuing N 61° 18' 13" E, 193.25 feet along the said Northerly Line of Parcel 10-A to Corner No. 2;

Thence S 28° 40' 55" E, 49.19 feet to Corner No. 3;

Thence S 61° 18' 13" W, 7.50 feet to Corner No. 4, a point being on the Southwesterly Line of an existing 15.00 foot public utility and drainage easement granted by and as shown on the Parcel Map for Elko C & R Associates on file in the office of the Elko County Recorder, Elko, Nevada as File No. 246602;

Thence N 28° 40' 55" W, 44.19 feet along the Southwesterly Line of the existing 15.00 foot public utility and drainage easement granted by and as shown on the said Parcel Map for Elko C & R Associates, File No. 246602, to Corner No. 5, a point being on the Southerly Line of an existing 5.00 foot public utility and drainage easement granted by and as shown on the Parcel Map for MP Elko, LLC, on file in the office of the Elko County Recorder, Elko, Nevada as File No. 687792;

Continued on Page 2

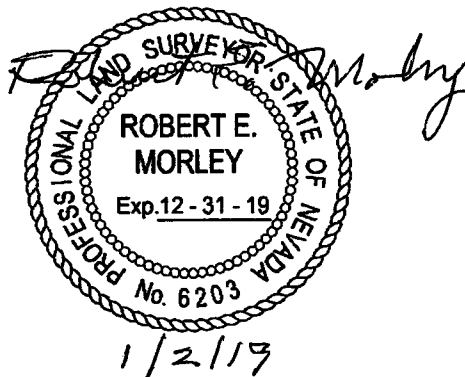
Easement Vacation
for MP Elko, LLC
Continued from Page 1

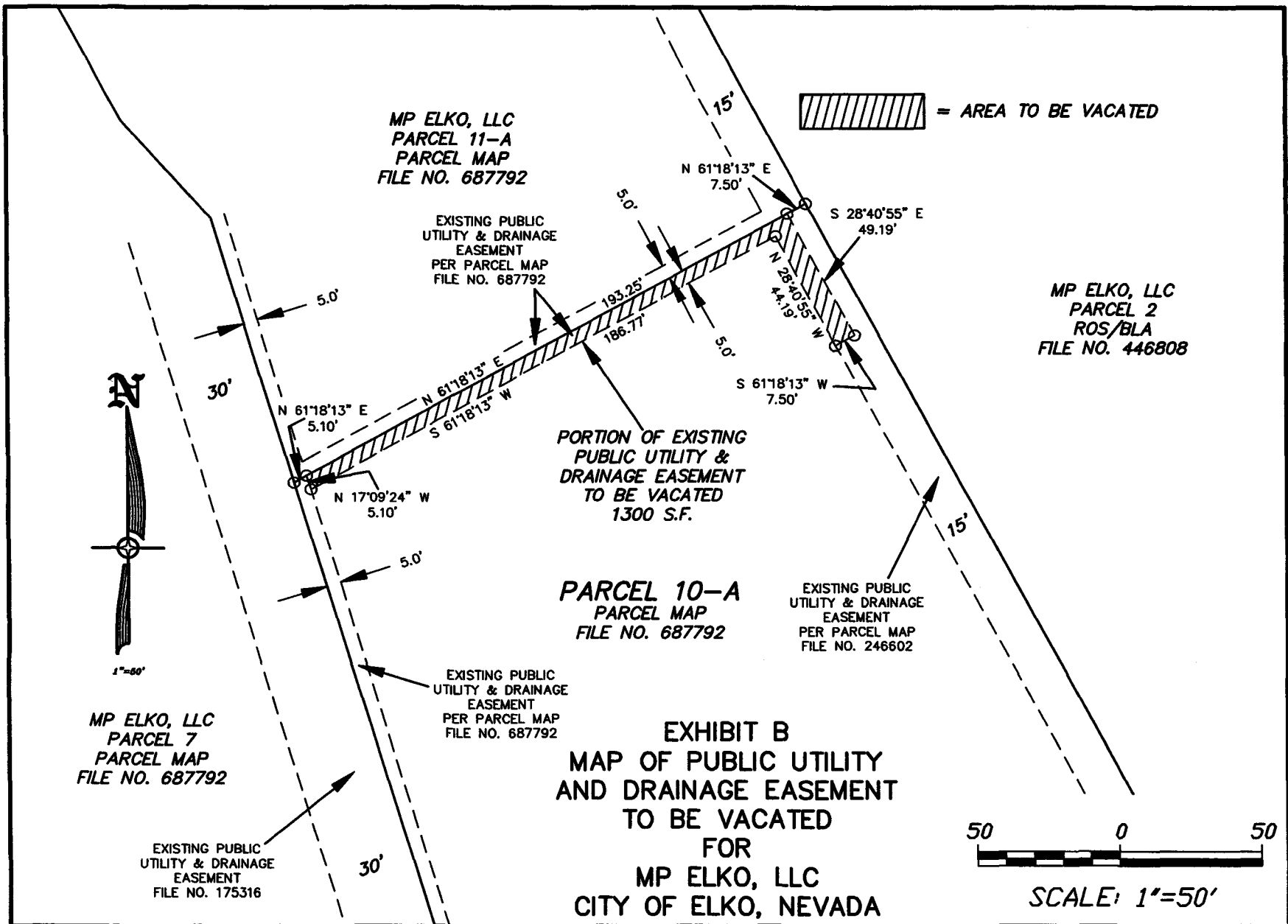
Thence S 61° 18' 13" W, 186.77 feet along the Southerly Line of the existing 5.00 foot public utility and drainage easement granted by the said Parcel Map for MP Elko, LLC, File No. 687792. to Corner No. 6, a point being on the Easterly Line of an existing 5.00 foot public utility and drainage easement granted by the said Parcel Map for MP Elko, LLC, File No. 687792.;

Thence N 17° 09' 24" W, 5.10 feet along the Easterly Line of the 5.00 foot existing public utility and drainage easement granted by the said Parcel Map for MP Elko, LLC, File No. 687792, to Corner No. 1, the point of beginning, containing 1,300 square feet more or less.

Reference is hereby made to Exhibit B, Map of Public Utility and Drainage Easement to be Vacated for MP Elko, LLC, attached hereto and made a part hereof.

The basis of bearings for the above described parcel is the Parcel Map for MP Elko, LLC, on file in the office of the Elko County Recorder, Elko, Nevada as File No. 687792





RECEIVED

JAN 03 2019

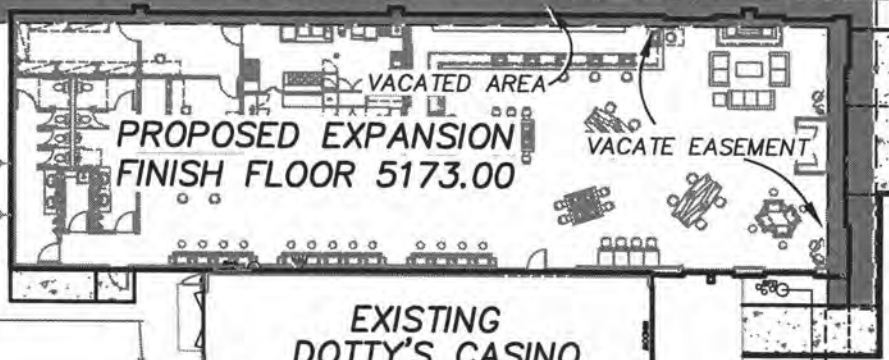
1"=30'

CAS

CAS

PROPERTY LINE

PROPERTY LINE



PROPOSED EXPANSION
FINISH FLOOR 5173.00

EXISTING
DOTTY'S CASINO
FINISH FLOOR 5173.00

VACATE EASEMENT

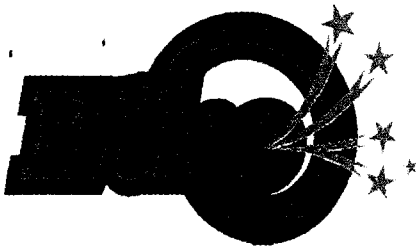
VACATED AREA

EXISTING TENANT

PATIO

RECEIVED

JAN 03 2019



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): MP Elko LLC

MAILING ADDRESS: 1801 Tiburon Blvd., Suite 800, Tiburon California, 94920-2575

PHONE NO (Home) _____ **(Business)** 775-318-0011

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.: 001-660-049 **Address** 2525 Mountain City Highway

Lot(s), Block(s), & Subdivision _____

Or Parcel(s) & File No. Parcel 10-A, File No. 687792

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 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 the request.

RECEIVED

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

MP Elko LLC, 1801 Tiburon Blvd, Suite 800, Tiburon California 94920

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

MP Elko LLC, 1801 Tiburon Blvd, Suite 800, Tiburon California 94920

(Name)

(Address)

1. Describe the nature of the request: _____
The proposed Dotty's Casino building expansion extends into a drainage and
utility easement that has no utilities at this area and is not needed for drainage.
There are also adjacent easements that can be used for utilities and drainage if
needed for future development.
The owner requests vacation of these easements for the building expansion.

2. Describe any utilities currently located in the area proposed for vacation, and if any are present
how they will be addressed: There are no utilities located in the portion of the
requested easement vacation.

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 David Fonua
(Please print or type)

Mailing Address 1801 Tiburon Blvd, Suite 800
Street Address or P.O. Box
Tiburon, California 94920
City, State, Zip Code

Phone Number: 775-318-0011

Email address: dffinancial@sbcglobal.net

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 1-19 **Date Filed:** 1/3/19 **Fee Paid:** \$ 600 ck# 1485

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day Temporary Retail Beer and Wine License and issue a Regular Retail Beer and Wine License, to Janet Pescio, DBA Performance Athletic Club, located at 3250 Sagecrest Drive, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
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: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 30-day Temporary Retail Beer and Wine License and issue a Regular Retail Beer and Wine License, to Janet Pescio, DBA Performance Athletic Club, located at 3250 Sagecrest Drive, Elko, NV 89801.**
10. Prepared By: **Police Chief Ben Reed, Jr.**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Janet Pescio
2082 Idaho Street
Elko, NV 89801
The_cove09@yahoo.com**



ELKO POLICE DEPARTMENT

Ben Reed, Jr.
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

DATE: January 9, 2019

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief

SUBJECT: Retail Beer and Wine License Application in the name of Performance Athletic Club,
located at 3250 Sagecrest Drive, Elko, Nevada 89801

On December 30, 2018, Janet Pescio made application for a Retail Beer and Wine License in the name of Beer and Wine, located at the above address.

Ms. Pescio has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Beer and Wine License Application in the name of Performance Athletic Club, located at 3250 Sagecrest Drive, Elko, Nevada 89801.

BR/tle

CC: Mayor Reece Keener