



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, February 12, 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: February 7, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE
571 Idaho Street, Elko, NV 89801
Date/Time Posted: February 7, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT
1448 Silver, Elko NV 89801
Date/Time Posted: February 7, 2019 at 8:50 a.m.

ELKO COUNTY LIBRARY
720 Court Street, Elko, NV 89801
Date/Time Posted: February 7, 2019 at 9:00 a.m.

Posted by: <u>Kim Wilkinson</u>	<u>Administrative Assistant</u>	<u>Kim Wilkinson</u>
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 7th day of February, 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



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Curtis Calder
Curtis Calder, City Manager

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.S.T., TUESDAY, FEBRUARY 12, 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 22, 2019 **Regular Session**

I. PRESENTATIONS

- A. Reading of a proclamation recognizing the month of February as "Beef Month," and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- B. Presentation of the "National Radon Action Month Proclamation" to Nadia Noel, Radon Education Coordinator, University of Nevada Cooperative Extension, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. CONSENT AGENDA

- A. Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2019, pursuant to NRS 354.624, and matters related thereto. **FOR POSSIBLE ACTION**

Each year the City is required to designate an independent auditor prior to March 31 of the year in which the audit is to be conducted. The City put out Requests for Proposals for auditing services for a period of five years on March 2016, and awarded the RFP to HintonBurdick, PLLC. JJ

- B. Review, consideration, and possible adoption of current FEMA's Schedule of Equipment Rates for City of Elko equipment charge outs, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has not updated its equipment rate schedule since June of 2005. In order to facilitate charge outs for reimbursement for equipment utilized by the City of Elko in the event of an incident of accident requiring our assistance the City needs rate schedules to charge for the equipment used in the incident. FEMA has a very extensive equipment rate schedule which they update periodically. DS

- C. Review, consideration, and possible adoption of the updated City of Elko Storm Water Advisory Committee (SWAC) Bylaws, and matters related thereto. **FOR POSSIBLE ACTION**

The Committee felt there were a couple of items that needed to be modified. See the copy of the SWAC Bylaws showing the tracked changes. DS

- D. Review, consideration, and possible acceptance of a Deed of Dedication (requested by the City) from the Elko County School District to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. **FOR POSSIBLE ACTION**

The purpose of this right of way is to allow the City a location to run a future water line connecting North 5th Street to BLM property where this water line would continue on to a future tank site. RL

- E. Review, consideration, and possible approval of a list of appraisers recommended by the City Manager for purposes of conducting appraisals during the 2019 calendar year, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 8-1-1 requires the City Manager or designee to compile and to submit a list of appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko and the City Manager has approved the list. CL

III. 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**

Designation of a Council member to the Arts and Culture Advisory Board. CC

IV. APPROPRIATIONS

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

- C. Review, consideration, and possible direction to Staff to solicit bids for the East Secondary Clarifier Rehabilitation Project-2019, and matters related thereto. **FOR POSSIBLE ACTION**

This is a maintenance project budgeted for in the current year budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. RL

- D. Review, consideration, and possible action to retain the law firm of Taggart and Taggart, Ltd. to represent the City of Elko in pending litigation brought by the Pershing County Water Conservation District against the Nevada Division of Water Resources, and matters related thereto. **FOR POSSIBLE ACTION**

On August 12, 2015, Pershing County Water Conservation District (PCWCD), which is principally composed of agricultural interests owning water rights in the Lovelock area, filed a petition in the 11th Judicial District Court (Pershing County) asking the court to require the State Engineer to make a number of decisions potentially having significant adverse impacts on water rights throughout the Humboldt River Basin.

If the court grants the relief requested by PCWCD, curtailment of ground water pumping could be required in the Elko Segment of the Humboldt River Basin. This and other matters before the court could significantly hamper the City's ability to utilize its water rights, with consequential impacts on growth and economic development.

Both Newmont and Barrick have filed motions to intervene.

Staff believes that the City of Elko is an interested and affected party in this matter and has an interest in the outcome of the PCWCD litigation in Pershing County. By intervening in the litigation, the City of Elko would have the opportunity to protect its water rights through the legal process.

The law firm of Taggart and Taggart, Ltd. specializes in water rights litigation and is currently representing at least one other party seeking to intervene in the lawsuit. The law firm has indicated that it could also represent the City without a conflict of interest. There would be an economic benefit to using the same law firm to represent one or more similarly-situated parties in the litigation. RL

- E. Review, consideration, and possible approval of a Professional Services Agreement (PSA) with Lumos and Associates for design of the Exit 298 Lift Station and Sewer Force Main project, and matters related thereto. **FOR POSSIBLE ACTION**

At the January 8, 2018 City Council meeting, Council directed Staff to negotiate a professional services agreement with Lumos and Associates and bring that agreement back to City Council for final approval. RL

- F. Review, consideration, and possible issuance of final acceptance for the WRF Emergency Diesel Generator Construction Project, and matters related thereto. **FOR POSSIBLE ACTION**

The project is complete. There were two change orders for the project totaling \$30,800.00. Change order #1 was for providing and installing 600 linear feet of 250 MCM copper wire in the amount of \$6600.00. Change order #2 was for enlarging the concrete pad. This cost was \$24,200.00 and Smith Power Products paid for the costs associated with this change order. RL

- G. Review and possible selection of an engineering firm to provide services at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

The current Professional Service Agreement for engineering services at the airport expired January 14, 2019.

The airport for the next five-year (5) period as required under FAA Advisory Circular 150/5100-14 series. The Airport selection committee held interviews on January 29, 2019 and interviewed two (2) engineering firms: Armstrong Consultants, Inc., and JVIation Engineering. The selection committee recommends that the Council select JVIation Engineering for the next five (5) year engineering service contract. Upon selection, Staff will negotiate a Professional Services Agreement with the successful firm. This new agreement will be brought back to Council for review and approval. JF

V. SUBDIVISIONS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 12-18, filed by DDS Properties LLC., for the development of a subdivision entitled Humboldt Hills involving the proposed division of approximately 9.443 acres of property into 26 lots for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located east of Jennings Way approximately 120' north of Cortney Drive (APN 001-01H-001). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission July 9, 2018 and conditionally approved by City Council July 24, 2018. The Planning Commission considered this item on November 6, 2018 and took action to forward a recommendation to City Council to conditionally approve Final Plat 12-18. CL

VI. 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

- B. Title: Review, consideration, and possible issuance of a permanent Certificate of Occupancy for the property located at 537 South 5th Street, owned by Mr. John Dagley, and matters related thereto. **FOR POSSIBLE ACTION**

The City issued a Temporary Certificate of Occupancy dated October 7, 1993 for a structure located at 537 South 5th Street. The Temporary Certificate of Occupancy was issued for a period of 180 days and cited three conditions to be satisfied before a final inspection could be completed. The first condition required completion of the final grade which based on the City approved grading plan. The grading plan showed drainage away from the structure to the South Fifth Street right-of-way. That condition has not been addressed. The City Council considered the request for a permanent Certificate of Occupancy on October 11, 2016 and directed staff to seek solutions for the drainage issues associated with 537 S. 5th Street and hopefully engage neighbors in the area and be able to come up with a solution that can be presented to the board. The Building Official and the Assistant City Manager inspected the site with Mr. Dagley on June 12, 2018. Based on the information presented by Mr. Dagley and the site inspection, no apparent solutions were identified. Mr. Dagley met with the Assistant City Manager on February 4, 2019 and provided his files for review. The Assistant City Manager identified a potential solution which requires drainage into the sanitary sewer. The Assistant City Manager discussed the possibility with the Utilities Director and determined the potential solution could be presented to Mr. Dagley. The Assistant City Manager met with Mr. Dagley on February 5, 2019, discussed the potential solution, and informed Mr. Dagley that he would need to engage the appropriate design professional to fully evaluate and design the drainage solution. SW

VII. NEW BUSINESS

- A. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Humboldt Hills 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. SAW

- B. Review, consideration, and possible action to accept the 2018 Annual Report of Planning Commission Activities, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 5, 2019, the Planning Commission took action to approve the 2018 Annual Report of Planning Commission Activities, and forward it to the Council. CL

- C. 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

- D. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

On January 8, 2019, Council accepted a letter of resignation from Planning Commission member David Freistroffer. Staff conducted the standard recruitment process and has received 2 letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2021. CL

- E. Review, consideration, and possible adoption of the updated City of Elko Americans with Disabilities Act (ADA) Transition Plan, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko's current plan, dated April, 1993, was extremely outdated and needed to be updated. The Nevada Department of Transportation's ADA

Coordinator reached out to the City inquiring about the City's transition plan and offered guidance from NDOT in an effort to update our plan. DS

- F. Review, consideration, and approval of the 2019 City of Elko Land Inventory update, and matters related thereto. **FOR POSSIBLE ACTION**

City of Elko Land Inventory spreadsheet is to be updated when necessary. Planning Commission reviewed the modifications at their February 5, 2019 meeting and recommended to City Council to approve the updated land inventory. CL

- G. Review, consideration, and possible approval of authorization for Staff to initiate the acquisition of .841 acres of real property from Barry W. and Lynn M. Lipparelli Trust for the amount of \$38,500, the appraised value of the property stated in the appraisal of Jason Buckholz of CRBE Inc., for the creation of the Cattle Drive and Tamarak Road Rights-of-Way, and matters related thereto. **FOR POSSIBLE ACTION**

City Staff supports the acquisition of a portion of APN 006-09B-087 and 006-09B-088 for the creation of the Cattle Drive and Tamarak Road Rights-of-Way. SAW

- H. Review, consideration, and possible approval of a Hangar (E-3) Lease Agreement with James D. Boyer, and matters related thereto. **FOR POSSIBLE ACTION**

James D. Boyer assumed a Lease Assumption of Hangar E-3 from Ed and Sharon Netherton on November 1, 2015. The Lease Assumption expired February 28, 2018 and a new Lease Agreement needs to be completed with Mr. Boyer. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) JF

VIII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to approve Curb, Gutter, and Sidewalk Waiver No. 1-19, filed by Medallus Urgent Care, which waives the requirement for curb and gutter on the north side of Lamoille Highway abutting APN 001-750-016, and matters related thereto. **FOR POSSIBLE ACTION**

Per Elko City Code Section 2-13-3, public improvements are required on developed lots or parcels of land involve a change in building occupancy and use of land. The applicant has recently leased the property which was vacant for more than 12 months and lost all legal non-conforming status. NDOT has reviewed the need for curb and gutter at this location and has determined that it is not needed to control drainage in this area. Staff recommends approval of the waiver for curb and gutter with sidewalk still being required. CL

- B. Review, consideration, and possible approval of a variance, related to the expansion of an existing facility located at 1225 Water Street, from Section 3-8-6 of the Elko

City Code which stipulates a lowest floor elevation requirement of two feet above the base flood elevation, and matters related thereto. **FOR POSSIBLE ACTION**

The property owner is proposing an expansion of the existing facility located at 1225 Water Street. The owner's engineer has filed a variance request allowing for a lower floor elevation of 1.85 feet above base flood elevation for both the existing structure and the expansion area. The variance request of 0.15 less than the required two feet above base flood elevation stipulated in the code. The basis for the request is to match the existing floor elevation which was approved for construction under different guidelines in effect at the time of development. Additionally, City Code is more restrictive than the FEMA requirement of one foot over base flood elevation. SAW

- C. Review, consideration, and possible action concerning a Letter of Protest by current property owners concerning the fence height related to the development of the storage facility located at the intersection of 12th Street and Opal Drive, and matters related thereto. **FOR POSSIBLE ACTION**

The City received a letter of protest on January 22, 2019. The letter of protest is dated January 18, 2019 and relates to the height of the screen wall constructed on the abutting commercial development, which is a storage unit facility. The reason for the complaint is that the constructed screen wall blocks the complainants' views and thus affects their home values.

Conditional Use Permit 3-17 for the development was approved by the Planning Commission on July 18, 2017. Condition 10 of the approval required construction of the screen wall as shown on the plans. The plans show a screen wall with a minimum height of eight feet, six inches and a maximum height of nine feet, six-and-one-half inches. The plans identified a solid concrete masonry unit (CMU) wall with a natural concrete finish. The developer has installed a solid precast wall approximately eight feet in height on the 12th Street and Opal Drive frontages.

Pursuant to City Code Section 3-2-18(E), the Planning Commission makes the final determination on conditional use permits, subject to the right of appeal as set forth in Section 3-2-25. However, in this case, there was no appeal of the conditional use permit and the time limit of ten (10) calendar days after the decision for filing an appeal with the City Clerk, required by Section 3-2-25(A) of the City Code, has expired. SAW

IX. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 1-19, a resolution and order vacating 5' of the existing 10' public utility and drainage easement along the southwesterly lot line of parcel referred to as APN 001-61J-028, filed and processed as Vacation No. 4-18 filed by Koinonia Construction, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted a petition for the subject vacation at its regular meeting of December 18, 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 special meeting January 3, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-18 with findings in support of its recommendation. CL

- B. Review and consideration of submitted data and/or arguments and determination as to whether the proposed **ORDINANCE NO. 835: AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, OF THE ELKO CITY CODE ENTITLED "CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC ROADS AND CITY STREET CUTS AND REPAIRS" BY ADDING SMART DIG REQUIREMENTS, AND MATTERS RELATED THERETO** will impose a direct and significant burden upon a business or directly restrict the formation, operation, or expansion of a business, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to NRS 237.080 the City of Elko notified owners and officers of businesses which may be affected by the ordinance. Staff has prepared a Business Impact Statement for Ordinance No. 835.

On August 28, 2018, Council approved initiation of Ordinance No. 835, and directed Staff to prepare a business impact statement. Pursuant to NRS 237.090, a Business Impact Statement has been prepared and must be considered by the City Council prior to the public hearing, and adoption of the ordinance. KW

X. REPORTS

- A. Mayor and City Council
- B. City Manager - **Legislative Report**
- C. Assistant City Manager - **403 Pine Street**
- D. Utilities Director
- E. Public Works
- F. Airport Manager - **Airport Operations, Part 139 Inspection**
- 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 – **Report Swimming Pool Repair**
- O. Civil Engineer - **Sports Complex**
- P. Building Official

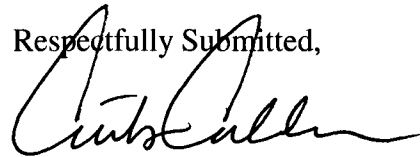
COMMENTS BY THE GENERAL PUBLIC

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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,

A handwritten signature in black ink, appearing to read "Curtis Calder", written in a cursive style.

Curtis Calder
City Manager

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

SS January 22, 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 22, 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 Schmidlein
 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
 Suzie Shurtz, Human Resources Manager
 Jeff Ford, Building Official
 Cathy Laughlin, City Planner
 Candi Quilici, Accounting Manager
 Matt Griego, Fire Chief
 John Holmes, Fire Marshal
 Jack Snyder, Deputy Fire Chief
 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

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Mayor Keener stated this was the first time the full board was in attendance. There were no public comments.

APPROVAL OF MINUTES

January 8, 2019

Special Session

January 8, 2019

Regular Session

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

The motion passed unanimously. (5-0)

I. PRESENTATIONS

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

Mayor Keener spoke a few words about Mr. Freistroffer's service and presented him with a plaque.

David Freistroffer said he enjoyed his time on the board.

II. PERSONNEL

- A. Employee Introductions:

- 1.) Taylor Brune, Patrol Officer I, Police Department

Present and introduced.

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

Mayor Keener stated that Councilman Rice was the Mayor Pro Tempore for many years.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to nominate Councilman Robert Schmidlein as the Mayor Pro Tempore.**

The motion passed unanimously. (5-0)

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, requested this be tabled.

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

The motion passed unanimously. (5-0)

Councilman Schmidtlein pointed out that the cease and desist order was removed from Phase 2. It is moving in the right direction.

Scott Wilkinson, Assistant City Manager, said the order was lifted for Phase 2. The map has been recorded so there are lots of record. Mr. Capps is working with his engineer of record to provide additional information on the utility install on Phase 3 to hopefully alleviate any concerns they may have during their review of those plans. He expects that to take another month or two more months.

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

Ryan Limberg, Utilities Director, said the three terms are the three items that the VA is requesting of the City. He pointed out that although the VA is asking the City to design and build the waterline, they are willing to reimburse the City. He wasn't sure if the 1.5x rate can be waived and would have the City Attorney speak about it. He indicated the area on the overhead screen. They are asking the City to design and construct the waterline because according to federal law they are not allowed to perform improvements to property that the federal government doesn't own.

Mayor Keener asked as far as the design goes, can that be done in-house.

Mr. Limberg answered they typically outsource projects because of workload.

Mayor Keener wondered why they don't put a well on that property.

Mr. Limberg answered he was told that wasn't something the VA was interested in doing. They did a study on the feasibility of putting a well in themselves and it would be too deep and costly.

Councilwoman Simons asked if this parcel can be annexed?

Mr. Limberg answered not at this time.

Councilman Stone asked who would be responsible for the pump station maintenance.

Mr. Limberg answered the City would. This area would be just seasonal use and would not be running all of the time. The maintenance comes out of our operating budget. The fees the VA would pay would go back into that budget.

Councilman Schmidtlein asked what their estimated cost would be to drill a well.

Mr. Limberg answered he was not given that information. The wells in this area are domestic. If you drill a larger well and impact the adjacent wells, you will have to remedy the impact to those adjacent to you.

Mayor Kenner asked for a 4-inch water line, 2,600 lineal feet, he assumes that would trigger public work requirements.

Mr. Limberg thought that would actually come in under.

Councilman Schmidtlein thought they may be looking at \$300,000 total cost with the engineering, pump station and bringing in the power included.

Mr. Limberg admitted they haven't scrubbed the hard numbers. The VA has volunteered to pick up the actual expenses.

Mayor Keener asked what would the connection fee be for something like that.

Mr. Limberg said they don't have the sq. footage of what they want to irrigate yet so he couldn't answer that question.

Mayor Keener said this is out in the county. What are they asking of the county?

Mr. Limberg answered he doesn't know because the county doesn't have any water system in the area.

Scott Wilkinson, Assistant City Manager, said met with BLM representatives, VA representatives and the county. They looked at several different sites. Some might be better than this. At that meeting the county indicated that they had no assistance to offer.

Mr. Limberg said the Heller Land Transfer bill has not been approved. The VA believes it will happen. They would like to have an agreement before the transfer is acquired.

Mayor Keener thought the board supports this but they need to find the right way to do it. The regular city rate could be problematic.

Dave Stanton said from time to time, people come to Council and ask for fee waivers. You have to be very cautious with that. In order to have the authority to grant a waiver, there needs to be criteria set out in code so the waivers don't result in the fees being imposed on an ad hoc basis. Fees cannot be imposed just on who comes in and makes the best pitch. That leads to discriminatory actions. The Council has the ability to amend the code. If the Council wanted to create a provision for waiving fees or rates, something could be crafted to ensure that is uniformly applied. As matters stand right now, request #3, the authority is not there to grant it.

Councilman Stone wanted to thank all the veterans that were present. He would like to make this happen within the guidelines the City has.

Mayor Keener called for public comment.

Mike Musgrove, 666 Thistle Lane, Spring Creek, explained the original intent was to use 3-5 acres in an existing cemetery. He doesn't see any more than 3 – 5 acres being developed. He thinks this is needed. The only veteran cemeteries are in Boulder City and Fernley, and they are State cemeteries, not federal. He hopes this can be worked out.

Gil Hernandez, 1316 7th Street, Elko, congratulated the new Council on their positions. They have pushed hard for a national cemetery. This would be the only national cemetery in the state. He is surprised the county hasn't offered any support. The demand isn't just for the City residents. He thought the City had the authority to waive the fees. The City Veteran Cemetery is filling up fast and won't last very long.

Mayor Keener said he knows the city has mapped out a couple of areas for future cemeteries. How long will our cemetery last?

James Wiley, Parks and Recreation Director, answered it is hard to pin that down but when we acquired the lots from the Odd Fellows/Masons, we gained a lot of plots and time. The veteran section of the cemetery is getting very tight. A few years ago, we dedicated property at the top of Eight Mile Creek as future cemetery and the VA was considering the area for co-locating. For some reason the VA moved on to other areas.

Curtis Calder stated when he spoke to the VA a few years ago, we talked about a co-located facility and taking advantage of the existing infrastructure necessary to develop that into a cemetery. We never told them we would require them to purchase City property. When you look at the long-term viability, the City land was a better area. Maybe the county will step up and develop the road system. If you are going to have a national cemetery, at least have a decent road to it. The agreement will be a complex agreement for the waterline and booster station considering it will be a federal agreement.

Mr. Hernandez wanted this to work. The City can consider placing a cemetery at the County location in the future. Washington DC works really slow and he has worked hard to get this far with them. With the shutdown, who knows where we are. He is sure this will benefit everyone.

Mike Musgrove said the two state cemeteries were opened in 1990. The one in Boulder City has over 43,000 veterans and spouses buried there. The one in Fernley, which is smaller, has almost 11,000 veterans and spouses buried there.

Mayor Keener thought the Elko cemetery would get a lot of usage. He closed public comment. He thought everyone wanted to make this happen. We also need to be smart about it. The veterans have paid for this and it is owed to them. He would like to point out that the City has a better location and land that can be dedicated to the VA for a cemetery.

Councilman Hance agreed that we do need a VA cemetery. There will be additional cost for the water. He doesn't think there will be a waiver to any costs. He agreed with Mr. Calder that the other property needs to be looked at more. Going forward with what the VA requests, we would have to consider the cost of power and long-term maintenance. He asked Mr. Limberg if we have the capacity to offer the water that would be requested.

Mr. Limberg answered he didn't know the exact number but we do have over 1000 gallons per minute capacity available. The Heller Bill that is up for consideration has this particular parcel identified. If another parcel is identified the process would have to start over.

Councilwoman Simons said she hates waivers and wonders if the county would be willing to pay the .5 of the 1.5 water rate for users outside the city? This needs to happen.

Mr. Limberg said this is the VA's request. He doesn't get the feeling that not granting the waivers or the water rate is something that is going to kill the project. That is probably something they would concede to. The real question is whether or not we can get water there.

**** A motion was made by Councilwoman Simons, to approve a request from the Department of Veteran's Affairs, 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 direct staff to offer**

a possible alternative location, as well as, negotiate the water rate and connection fees in the future.

The motion died for lack of a second.

Mayor Keener pointed out that this is about this one particular parcel. If that parcel is out of the play, we go back to ground zero.

Councilwoman Simons asked if the Heller Bill was not just a land acquisition. If we gave them property they couldn't develop a cemetery without that bill?

Mr. Limberg said one option would be that the VA could accept the offer of land and let the legislation die. We have offered other locations that are easier to serve water to. He thought they liked the view and the site the best.

Mr. Stanton said the other site is beyond the scope of the agenda. The VA is looking for direction for staff to begin the process of developing an agreement with the VA. It will be helpful if the motion gave staff some direction on how to deal with requests 1, 2 & 3.

**** A motion was made by Councilwoman Simons, to authorize staff to begin developing an agreement with the VA to provide water service to a national cemetery for veterans, where the City would design and construct a 4 inch waterline and the VA will fund the costs for the design and construction, and direct staff to begin negotiations on water rate and connection fees.**

The motion died for lack of a second.

Mr. Stanton wasn't sure if the City had the authority to negotiate water and connection fees. It is set forth in code.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Hance, to approve a request from the Department of Veteran's Affairs 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, agreeing to the request of items one and two and deny the request for item number three, and work with the VA to develop an agreement..**

The motion passed unanimously. (5-0)

- 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

NO ACTION

- 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

Cathy Laughlin, City Planner, explained this is the annual work program that is presented to Planning Commission and City Council every year. It outlines items the Planning Commission are working on. The list was limited to items that she felt they could accomplish in the year.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to accept the 2019 Planning Commission Work Program.**

The motion passed unanimously. (5-0)

- 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

Scott Wilkinson, Assistant City Manager, explained there was a track changes document in the packet that shows the proposed changes to the rules. He went over some of the changes and offered to answer questions.

Mayor Keener asked if there was much sleeping in their car. Why not sleep in their cars at Walmart?

Mr. Wilkinson answered he wasn't sure why they would go there and sleep in their car. Recently there has been one individual that refuses to register with FISH and just parks there.

Councilman Stone said he spent some time there on Saturday. There is some cleanup needed and the vehicles don't look good. There are some things going on that need to be taken care of.

Mayor Keener asked if there was any public comment.

Councilman Stone pointed out an error, where it says the windbreak shall be no higher than 4. Does that mean 4 feet?

Mr. Wilkinson answered yes, it should state 4 feet.

Councilman Stone stated Sunday he met with Underdog also. He spoke to maybe 10 to 12 folks and they are very appreciative of the help they get from the organizations. Has there been any talk about moving that waterline further into the parcel?

Scott answered they are cautious with expenditures but they are looking at two additional hydrants into the site to make it more user friendly.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to approve the revised Humanitarian Campground rules with the one revision for the height to be 4 foot.**

The motion passed unanimously. (5-0)

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

James Wiley, Parks and Recreation Director, explained the proposed changes to the Ruby View Golf Course fees.

Will Moschetti, Golf Course Financial Advisory Committee, said the City's accounting system makes it Brad Martin's (Golf Pro) responsibility to track the punch cards. He prefers a bar token system. We started punch cards for Hotel/Motels to offer specials. There is no discount for seniors to purchase a punch card.

Mr. Wiley pointed out the rates will not be in effect until April so go buy your season pass now.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to adopt Resolution No. 02-19, amending fees charged for Ruby View Golf Course.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS (Cont.)

- 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

Mr. Wiley explained this is an easy grant to work with and this is a big benefit for the City. They are targeting noxious weeds in undeveloped properties. He is happy to partner with this group. Last year they sprayed up in the SnoBowl area and they saw great results. It is a \$10,000 grant issued to HWCWMA.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to work with 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.**

The motion passed unanimously. (5-0)

- 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

Jim Foster, Airport Manager, explained these are the exhibits for the Lease Agreement that was approved at the last Council meeting.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidlein, to approve 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.**

The motion passed unanimously. (5-0)

- 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

Kelly Wooldridge, City Clerk, explained the event is slated to be held March 2, 2019, from 11:00 am to 2:00 pm. They are looking to close the parking lot at the turn-around between the museum and the park.

Councilman Hance asked why they can't use the outdoor pool.

James Wiley, Parks and Recreation Director, answered they aren't sure when they would be starting construction at the pool facility. The pool was closed for safety reasons and we should probably stick to that. They are fine with that. They do this option at other cities that do not have a pool and it works.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to close the area at the City Main Park for the Special Olympics to have their event there for the Polar Plunge, with their inflatable pools, as stated, on March 2, 2019.**

The motion passed unanimously. (5-0)

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

Cathy Laughlin, City Planner, explained the vacation application.

Councilman Stone disclosed he received campaign funds from Dotty's Corporate.

Mayor Keener disclosed he received a contribution from MP Financial after the election.

Councilman Hance disclosed he also received a contribution from Dotty's.

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

The motion passed unanimously. (5-0)

- 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**

Chief Reed explained the application and he is working with the business regarding managing the service. He recommended approval.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to ratify 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, Nevada.

The motion passed unanimously. (5-0)

III. APPROPRIATIONS

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

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Hance, to approve the general warrants.**

The motion passed unanimously. (5-0)

VIII. REPORTS

- A. Mayor and City Council

Councilman Hance said they are down one in the IT Department and working on getting another one.

Councilman Stone was at the ECVA Meeting today and they are working hard at promoting Elko and fixing their heating. He will be replacing Delmo Andreozzi on the Marketing Committee. The Animal shelter is doing well and they are asking for some things to be added to their budget. He said thank you to Law Enforcement and being allowed to go to the awards ceremony.

Mayor Keener attended the awards ceremony too. They are looking at having another Broadband meeting in February. The Golden Spike 150 Year Anniversary for Union Pacific Railroad will be this Friday at 1:30 p.m. at the Western Folklife Center. Councilman Stone stated he will not be able to attend that event.

- B. City Manager

Curtis Calder reminded everyone that the OHV Working Group will be meeting here on Thursday night at 6:00 p.m. to review the draft ordinance and get some feedback.

- C. Assistant City Manager-**Armstrong Public Nuisance Report**

Scott Wilkinson reported on the 403 Pine public nuisance. The 14th was the last day they had to address the issues. He made an inspection on the 15th. About 95% of the solid waste has been removed. One vehicle was removed and a second was attempted to be removed. It was a fairly favorable response from the property owner with just the one vehicle to address. He did not see the City needing to place any liens on the property. Mayor Keener asked if there has been any input from neighbors. Mr. Wilkinson said he has not heard from any of the neighbors.

- D. Utilities Director

- E. Public Works

- F. Airport Manager-**Airport Operations**

Jim Foster updated on the weather conditions. The fog has caused the loss of 4.5 days of flights. Hopefully, it won't be much of an issue the rest of the winter. Mayor Keener asked about the possibility of the FAA funding

instrument landing equipment. Mr. Foster explained that is not feasible at this airport.

G. City Attorney

Dave Stanton said in terms of the dark fiber lease issue, it looks like we have one maybe two appraisers that could appraise this property. Mayor Keener asked if Council will have to approve moving forward with the appraisal. Curtis Calder said typically we are dealing with a parcel of land but this is unique. They will have to follow-up with the appraisers later this week. If it needs approval, it will be on the next agenda.

H. Fire Chief

I. Police Chief

Chief Reed reported there has been a recent series of commercial burglaries. There was a tragic incident at the high school that left one student in the hospital. The swearing in ceremony will be tomorrow morning, 10:00 a.m., at the Police Station. He thanked everyone for coming to the awards ceremony.

J. City Clerk

Kelly Wooldridge reminded Council about photos on February 12, 2019 at 3:00 p.m.

K. City Planner

There will be an RAC meeting Thursday at 4p.m.

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director-**Swimming Pool Repair Bid Update**

James Wiley reported the engineering firm has submitted their drawings and the bid packet is about ready. Their goal is to have the bid out sometime next week. They hope to have a recommendation for a bid award at the February 22 Council Meeting. With what they know today, they are looking at project completion date of June 15. The SnoBowl has been a lot of work and a lot of fun. They have been open for the last 4 weekends. They plan to open again this weekend.

O. Civil Engineer-**Sports Complex Update**

Bob Thibault reported on the Sports Complex progress. Not much is happening there due to the weather. The City crews were able to get in the footings for the scoreboards.

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

There being no further business, Mayor Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2019, pursuant to NRS 354.624, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **Each year the City is required to designate an independent auditor prior to March 31 of the year in which the audit is to be conducted. The City put out Requests for Proposals for auditing services for a period of five years on March 2016, and awarded the RFP to HintonBurdick, PLLC. JJ**
6. Budget Information:
 Appropriation Required: **\$60,000.00**
 Budget amount available: **\$60,000.00**
 Fund name: **General Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve HintonBurdick, PLLC as the City of Elko's independent auditors for the fiscal year ending June 30, 2019 in an amount not to exceed \$60,000.**
10. Prepared By: **Jonnye Jund, Administrative Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Michael K. Spilker, Hinton Burdick, PLLC**
 Email: **mspilker@hintonburdick.com**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of current FEMA's Schedule of Equipment Rates for City of Elko Equipment Charge Outs, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko has not updated its Equipment Rate Schedule since June of 2005. In order to facilitate charge outs for reimbursement for equipment utilized by the City of Elko in the event of an incident of accident requiring our assistance the City needs rate schedules to charge for the equipment used in the incident. FEMA has a very extensive Equipment Rate Schedule which they update periodically. DS**
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 current City of Elko Equipment Rate Schedule and a copy of the current edition of FEMA's Schedule of Equipment Rates.**
9. Recommended Motion: **Adopt the use of the most current edition of FEMA's Schedule of Equipment Rates.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Item	Control #	City I.D. #	Serial #	Year	Make	Model	Body	License No.	Purchase Date	Assigned to	Where Garaged	Hourly Rate
Admin												
1	1001	001430003	1G1AW51W4K6145375	1989	Chevrolet	Celebrity	Sedan	EX 24820	8/8/1989	City Manager	City Hall	
3	1003		67674M8		Dayton	3W056	Generator			City Hall	City Hall	
Airport												
1	3401		68164	1998	Wausau	RPR 20	20' Ramp Plow			Airport	Airport	\$31.02
2	3402		2021643	1995	Olympian	CAT	Airport Generator			Airport	Airport	
3	3403		1FMDU34X7TZA64725	1996	Ford	Explorer	Sport Utility	EX 12792	11/17/1995	Airport	Airport	
4	3404	301434001	D0532FHA21966	1976	International	1800	5 yd Truck	EX 21645		Airport	Airport	\$14.03
5	3405						Snow Plow Truck					
6	3406						Snow blower					\$170.09
7	3407						28 Ft. Plow Blade					\$31.02
8	3408						Power Broom					
9	3409		1G1AW19RXG6106319	1986	Chevrolet	Celebrity	Sedan	EX 26184	12/14/1990	Airport	Airport	
10	3410		SB532219	1965	IH	CO - 1600	Cabover Spray Truck	EX 21646	12/1/1997	Airport	Airport	
11	3411		1J4FJ68S4RL161988	1994	Jeep	Cherokee		EX 12760		Airport	Airport	
12	3412		1B7HF13Y9VJ607623	1997	Dodge	Clubcab		EX 27210	9/14/2000	Airport	Airport	\$7.01
13	3413		F5208A/001		Olympian	Generator	Terminal GENERATOR		8/1/2001	Airport	Airport	
14	3414		991434	2001	Batts	X Marker Light	Runway Closure Device			Airport	Airport	
15	3415		991433	2001	Batts	X Marker Light	Runway Closure Device			Airport	Airport	
25	3425		K1002-3 spec. #			vt225-mt643-fwd-ra-270-24a-16x38	Power Broom					
26	3426						Power Broom					
Buildings												
1	3301		1GCEC14MXWZ178535	1998	Chevrolet	1500	Pickup	EX 12763	1/5/1998	Building Dept.	Old Fire Station	\$5.01
2	3302		1FTCR10A2VTA49143	1997	Ford	Ranger	Pickup	EX 12738	12/17/1998	Building Dept.	Old Fire Station	\$5.01
4	3304		1GCEC14HXEJ178017	1984	Chevrolet	C-10	Pickup	EX 26049	8/29/1990	Building Dept.	Old Fire Station	\$5.01
Cemetery												
1	4201	604431002	D31KT9S213993	1979	Dodge	D-30	Dump truck	EX 12733	6/22/1979	Cemetery	Cemetery	\$39.02
2	4202	604437001	B7200HE10219	1988	Kubota	B7200HSTE	Tractor		10/11/1988	Cemetery	Cemetery	
3	4203	604440018	M00185B514378	1990	John Deere	185	Mower		2/13/1990	Cemetery	Cemetery	
4	4204	604440023	M0F725X041351	1994	John Deere	F725	Mower		4/11/1995	Cemetery	Cemetery	
5	4205	604440001	438138	1965	Master Bantem		Sod Cutter		3/31/1965	Cemetery	Cemetery	
6	4206		1GCEC14ROVZ203775	1997	Chevy	1500	Pickup	EX 12785	4/1/1997	Cemetery	Cemetery	\$5.01
7	4207		1GBHC34K4LE178142	1990	Chevrolet	3500	Pickup	EX 25387	1990	Cemetery	Cemetery	\$8.01
8				1999	Craftsman		Mower			Cemetery	Cemetery	
9	4209		XG9917-760313	1999	Club Car	Turf 2 XTR	Utility Vehicle		3/1/2002	Cemetery	Cemetery	
	#05		2000155	1993	Toro		Mower		1993	Cemetery	Cemetery	
	#06		2000164	1993	Toro		Mower		1993	Cemetery	Cemetery	
	#07		5003216	1993	Toro		Mower		1993?	Cemetery	Cemetery	
	#08		5900276	?	Toro		Mower			Cemetery	Cemetery	
	#09		004HC524928	1993	Hoffco		Weedeater		1993	Cemetery	Cemetery	
	#010		003HC524930	1993	Hoffco		Weedeater			Cemetery	Cemetery	
	#011		002HC524907	?	Hoffco		Weedeater			Cemetery	Cemetery	
	#012		60915741	?	?		Weedeater			Cemetery	Cemetery	
Engineering												
1	3201		1GCEK14VOXE154295	1999	Chevrolet	1500 4X4	Pickup	EX 12753	1/20/1999	Engineering	City Hall Parking Lot	\$7.01
Facilities												
1	3501		1GCEK14M0WZ178336	1998	Chevy	1500	4x4 Pickup	EX 12765	1/7/1998	Jared McEntire	Facilities/Home	\$7.01
2	3502		1FTDF15F4CRA32677	1982	Ford	F-150	2x4 Pickup	EX 20689	9/6/1989	Facilities	Facilities	\$5.01
3	3503		1GCEC14HXGJ162533	1986	Chevrolet	C-10	Pickup	EX 22112	5/13/1986	Facilities	Facilities	\$5.01
4	3504		5734	1994	Upright	SL20D	63400-003 Lift		9/20/1998	Facilities	Facilities	\$5.00
5	3505		1J9TSO812X1118001	1998	Jamie's Welding	Utility	Trailer	EX 12741	9/20/1998	Facilities	Facilities	
6	3506			2003	Ford F450	43' TL38P Terex	Aerial Lift Truck					17.95

Department	Control #	City I.D. #	Serial #	Year	Make	Model	Body	License No.	Purchase Date	Assigned to	Where Garaged	Hourly Rate
Fire												
Airport 1	2505	851427001	57348 90639	1962	Jeep	CJ-3B	Airport Foam Unit	EX 12796	06-28-62		Airport Terminal	
Engine 1	2501		4ENFAAA84W1008445	1997	E-ONE	Cyclone II	Pumper	EX 12737	12/18/1997		ARF Station	
Airport 7	2507	851427006	4ENDAAA81S1005035	1995	E-ONE	TITAN	Airport Crash/Fire/Resc	EX 12793	11/22/1995		Airport Terminal	
Engine 2	2502	202427001	FA63753F	1960	International	VCO196	Aerial	EX 12784	10-19-60		Southside Quarters	
Car 3	2513	202430006	1JCWL7813GT199835	1986	Jeep	Cherokee	Sport Utility	EX 20949	12-14-90		Headquarters	
Engine 4	2504	202427015	4P1CT02H4LA000578	1990	Pierce	Lance 4-Door	Aerial	EX 26200	09-24-90		Headquarters	
Engine 6	2506	202427004	711424	1969	La France	900	Pumper	EX 12770	2/12/1969		Southside Quarters	
Car 7	2517	202430007	3B4GM17Y6KM954012	1989	Dodge	RamCharger	Sport Utility	EX 27264	05-01-92	A. Kightlinger		
Engine 8	2508	202427010	C61EYV88519	1978	Ford E-One	C-600	Pumper	EX 12787	07-03-78		Southside Quarters	
Engine 10	2510	202427014	1FDKF38G1KNB57211	1987	Ford E-One	F-350	Pumper	EX 25029	05-30-89		Headquarters	
Truck 9	2509		1FTCR11T7KUC47304	1989	Ford	Ranger	Pickup	EX 21647	12/1/1997	Chaplain		
Truck 10	2514	202431001	1FTFE14N1KPB11957	1989	Ford	F-150	Pickup	EX 25104	07-02-94		348 Willow Street	\$5.01
Truck 11	2511	202430001	1GCEC14H6EJ178368	1984	Chevrolet	C-10	Pickup	EX 23696	2/9/1988		Headquarters	\$5.01
Engine 12	2512	202427013	MC685F1001	1979	Mack	MC685F	Pumper	EX 12788	09-14-79		Headquarters	
Engine 103	2503	851427005	1HTAR1827BHB18854	1981	International	1824	Airport Foam Unit	EX 12797	09-15-81		Headquarters	
TR-6	2515		2FDKF38M2LCB24554	1990	Ford	F-350	Trailer Tow Vehicle	EX12746			Headquarters	\$8.01
2153	2516		C95LUA57314	1987	Ford	C-950	Fire Truck					
Rescue-1	2518		1FDAF57F31ED48658	2002	Ford	F-550	Fire Truck					
Engine 2154	2554		E603Y20427	1985	Ford		Pumper		Prop. of NDF		Southside Quarters	
2165	2565				Autocar		Water Tender					
Fire 20	2520		1702	1943	Le Roi Genset		Generator		Circa 1948	Headquarters	Headquarters	
Fire 21	2521		4P2WB1424YUO22516	2000	Pace Amer	18 foot	Trailer		7/20/2000	Fire Station	ARFF	\$5.00
Fire 22	2522	17036	10359		Craftsman	580-328340	Generator			Headquarters	Headquarters	
Fire 23	2523		EA6-1110340		Honda	EM35002X	Generator			E-12	Headquarters	
Fire 24	2524				Partner	J1200	Saw			E-12	Headquarters	
Fire 25	2525		726-35		McCulloch	MAC 10-1D	Chainsaw			E-4	Headquarters	
Fire 26	2526				Target	Quickie 12-66	Saw			E-103	Headquarters	
Fire 27	2527	202426074	1406		Super Vac	718G4	Ejector			E-12	Headquarters	
Fire 28	2528	202426074	1407		Super Vac	718G4	Ejector			E-12	Headquarters	
Fire 29	2529						Generator		09-24-90	E-4	Headquarters	
Fire 30	2530		01620		Briggs	B104XL	Hydro pump		05-30-89	E-10	Headquarters	
Fire 31	2531		92737L8		Win Co.	FD38HIEH	Generator			E-8	Southside Quarters	
Fire 32	2532		756		McCulloch	B & S	Generator			E-6	Southside Quarters	
Fire 33	2533	202462024	86120104		Briggs		Hydro Pump			E-8	Southside Quarters	
Fire 34	2534				Partner		Saw			E-2	Southside Quarters	
Fire 35	2534				Lombardini		Generator		11/22/1995	A-7		
Fire 36	2536		J960620656		Onan Genset	150DGFA	ARF Genset			ARF Building	ARF	
Fire 37	2537		3012581		Generac		Generator			2501	ARF	
Fire 38	2538				Partner		Saw			2507	ARF	
Fire 39	2539		0595-8329		Tempest		Ejector			2501	ARF	
Fire 40	2540		5160588		Partner		Saw			2501	ARF	
Fire 41	2541		95050257		Amkus		Hydraulic Tool			2507	ARF	
Fire 42	2542		4P5CH2026Y2000688	2000	PJ Trailer		CF Trailer		5/1/2001		ARF	
Fleet Maint												
1 Fleet	3101	303431002	1GCEC14H2GJ152935	1986	Chevrolet	C-10	Pickup	EX 22034	3/31/1986	Fleet Mtn.	City Shops	\$5.01
2 Fleet	3102		1FTDF18WLA05189	1997	Ford	F-150	Pickup	EX39868	11/1/2001	Fleet Mtn.	City Shops/Home	\$7.01
3 Fleet	3103		1FDXF70H5EVA21718	1984	Ford	F-700	Service Truck	EX 20625		Fleet Mtn.	City Shops	
4 Fleet	3104		1B7KW34W3FS716167	1985	Dodge	W350 Poweram	Pickup	EX 21388	8/7/1985	Fleet Mtn.	City Shops	\$7.01
5 Fleet	3105		EA67-0425	1969	Cummins	SF60MDCIED	60 KW. Genset		9/1/1999	Fleet Mtn.	Loaned NDF	\$8.02

Department	Control #	City I.D. #	Serial #	Year	Make	Model	Body	License No.	Purchase Date	Assigned to	Where Garaged	Hourly Rate
Golf												
Golf 1	5201	606431008	1GCEC14H7EJ179884	1984	Chevrolet	C 10		EX 26051	08-29-90	Golf	Maintenance Building	\$5.01
2	5202		1GCBS14A5C8103402	1982	Chevrolet	S-10	Pickup	EX 22547	11/12/1986	Building Dept.	Old Fire Station	\$5.01
Golf 3	5203		65760	2000	Progressive	TD 65	15 1/2' Rotary Mower		7/10/2000	Golf	Maintenance Building	
Golf 4	5204		1FTEF26N5MPB22210	1991	Ford	F250	Pickup	EX 12766	7/15/1997	Superintendent	Maintenance Building	\$7.01
Golf 5	5205	606434001	2C363K103283	1962	Chevrolet	1 1/2 Dump			11-01-61	Golf	Maintenance Building	\$26.46
Golf 6	5206	606431009	1GCEC14G2BJ154300	1981	Chevrolet	C 10	Fleetside	EX 12763	06-30-81	Golf	Maintenance Building	\$5.01
Golf 7	5207	606437001	8620CN70V17	1972	Ford	Diesel Tractor			91388	Golf	Maintenance Building	
Golf 8	5208		LV5310533078	2000	John Deere	5310	Tractor		6/15/2000			
Golf 9	5209	301434005	F80FUE-726777	1969	Ford	F-800	Dump Truck	EX 12748	2/12/1969	Golf	Maintenance Building	\$39.02
Golf 10	5210	606437006	M0107A104265	1991	John Deere	1070			11-12-91	Golf	Maintenance Building	
Golf 11	5211	606440035	622212536	1982	Jacobson	Greensking IV			06-30-82	Golf	Maintenance Building	
Golf 12	5212		TC1200A130124	2002	John Deere	1200A	Bunker Rake			Golf	Maintenance Building	
Golf 14	5214	606437003	21123C - C 142904F176	1966	Ford	LCG 2110 Gas			06-30-66	Golf	Maintenance Building	
Golf 15	5215	606440033	525461	1979	Cushman	Turf Truckster			06-12-79	Golf	Maintenance Building	
Golf 16	5216		30300-60162	1998	Toro	GM3000				Golf	Maintenance Building	
Golf 17	5217	606440037		1973	Jacobson	5 Gang Fairway Mower			05-09-73	Golf	Maintenance Building	
Golf 18	5218	606440039	31136	1983	Toro GM3	Greens Mower			08-30-83	Golf	Maintenance Building	
Golf 19	5219	606440003	04285-82407	1988	Toro	GM3000			09-13-88	Golf	Maintenance Building	
Golf 20	5220	606440041	20299	1984	Turf Pro 84	Mower			06-01-84	Golf	Maintenance Building	
Golf 21	5221	606440042	22025	1986	Toro	21" Rotary Mower			04-08-86	Golf	Maintenance Building	
Golf 22	5222	606440056	629323	1990	Cushman	Truckster			08-14-90	Golf	Maintenance Building	
Golf 23	5223	606426015	FG8149268746	1991	Club Car	Carry-All I			09-10-91	Golf	Maintenance Building	
Golf 24	5224	606426012	FG8947193875	1989	Club Car	Carry-All I			06-30-89	Golf	Maintenance Building	
Golf 25	5225	606440050	677182961	1989	JAC	1471 Triplex			10-10-89	Golf	Maintenance Building	
Golf 26	5226	606440057	3700-356-3756	1990	Toro	450-D Fairway Mower			08-14-90	Golf	Maintenance Building	
Golf 27	5227	606440059	3700-10335	1991	Toro	450-D Fairway Mower			09-10-91	Golf	Maintenance Building	
Golf 28	5228	606440047	J71105	1987		9 Gang tow type mower			05-12-87	Golf	Maintenance Building	
Golf 29	5229	606440054	1215	1990	Jerry Clipper	7 Gang mower w/hyd. lift			03-13-90	Golf	Maintenance Building	
Golf 30	5230	606440060	G912677	1992	John Deere	1200 Bunker Rake			11-10-92	Golf	Maintenance Building	
Golf 31	5231	606440062	3011	1993	Toro	Plug Pulverizer			04-13-93	Golf	Maintenance Building	
Golf 32	5232	606441001	7DG272	1968	Michigan	4D Loader			05-14-68	Golf	Maintenance Building	\$19.13
Golf 33	5233	606440068	715866	1993	Jacobson	21" Rotary Mower			09-14-93	Golf	Maintenance Building	
Golf 34	5234		03808-210000163	2001	Toro	6700D	Fairway Mower			Golf	Maintenance Building	
Golf 35	5235		6399		Jac Rogers	590	Fairway Aerator			Golf	Maintenance Building	
Golf 36	5236	606440001	V-5638	1953	Brillion	Seeder			06-30-53	Golf	Maintenance Building	
Golf 37	5237	606440002	630467-3289	1988	J-33 Trimmer				08-09-88	Golf	Maintenance Building	
Golf 38	5238	606440009	6170740	1968	Lely	Fert. Spreader			03-12-68	Golf	Maintenance Building	
Golf 39	5239	606440023	33309	1972	Ryan	Greensaire			04-12-72	Golf	Maintenance Building	
Golf 41	5241	606440040								Golf	Maintenance Building	
Golf 42	5242	606440046	53B	1987		Seeder for Cushman			04-14-87	Golf	Maintenance Building	
Golf 43	5243	606440051	10688-691059	1989	Coremaster	Aerator			10-10-89	Golf	Maintenance Building	
Golf 44	5244	606440053	988710	1989	MerMetic II	Top Dresser			09-12-89	Golf	Maintenance Building	
Golf 45	5245	606440055	4396	1990		T-33 String Trimmer			08-14-90	Golf	Maintenance Building	
Golf 46	5246	606440063	5192	1993	JAC GK IV	Greens Mower			05-11-93	Golf	Maintenance Building	
Golf 47	5247	606440064	W00BOX016516	1993	Loader for J D	1070 Tractor			05-11-93	Golf	Maintenance Building	
Golf 48	5248	606440066	40654/40655	1993	Gandy	Slit Seeder			06-08-93	Golf	Maintenance Building	
Golf 49	5249	606440067	11346	1993	Verti Drain	Aerator			06-30-93	Golf	Maintenance Building	
Golf 50	5250	606446001	42010112804	1993	Stihl	Cutoff Saw			04-13-93	Golf	Maintenance Building	
Golf 51	5251	606459001	358714	1991	Warren Rupp	Porta-a-pump			08-13-91	Golf	Maintenance Building	
Golf 52	5252		2-31621889		Stihl	034-16	Chain saw		11-16-95	Golf		
Golf 53	5253		70650137		Coleman	PM0401755	Generator		10-01-95	Golf		
Golf 54	5254		2099826	1993	Shindaiwa	T-27 Trimmer			10-01-93	Golf	Maintenance Building	
Golf 55	5255		JI2040063	1987	Jacobson	624 Snow Blower			10-01-87	Golf	Maintenance Building	
Golf 56	5256		MO2243A959147	1997	John Deere	2243	Greens Mower		9/1/1997	Golf	Maintenance Building	
Golf 58	5258		CJ94102		CJ Trailer	Tandem axle		EX 29270				
Golf 59	5259				Blaztec	Mower				Golf	Maintenance Building	
Golf 60	5260		RG9928-777672		Club Car	Carry All			1/1/2001	Golf	Maintenance Building	
Golf 61	5261		RG0128-035077		Club Car	Carry All			10/24/2001	Golf	Maintenance Building	

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Landfill												
	LFS2	3476006	6YF00215	1990	CAT	623E	Scraper		11/28/1990		Landfill	\$125.00
			3SW01054	2001	CAT	966G	Loader		12/1/2001		Landfill	\$74.07
			1AL00125	1997	CAT	143H	Motor Grader				Landfill	\$68.06
	LFD1	3476009	5TJ01401	1993	CAT	D-8N	Dozer		9/23/1993		Landfill	\$125.00
	LFS3	3476022	6YF00226	1996	CAT	623E	Scraper		4/9/1996		Landfill	\$125.00
3	LF03	3476008	92X02236	1993	CAT	613C	Water Wagon		3/9/1993		Landfill	\$125.00
	LFC1	3476011	87X01704	1994	CAT	826C	Compactor		6/14/1994		Landfill	\$125.00
1	7201	3476005	1GCEC14H6EJ179701	1984	Chevy	C-10	Pick-up	EX 26050	8/29/1990		Landfill	\$5.01
5	7205		2GTHC39N8K1533389	1989	GMC	3500	Pick-up	EX 12744	4/29/1997		Landfill	\$8.01
6	7206	453431001	1FTEF14NXKKBB25272	1989	Ford	F-150	Pickup	EX 24704	2/19/1986		Landfill	\$5.01
7	7207		3ER00721		Maxigrinder						Landfill	
8	7208		DMVPS33691 NV		Home		Trailer		6/26/2000		Landfill	
9	7209		30780-30509		Toro	Groundmaster 72						
10	7210		2662		Madvac	101D						
Parks												
1	5001	601431004	1FTBR10T4JUA99351	1988	Ford	Ranger Custom	Pickup	EX 24954	9/12/1989	Parks	Park Maintenance	\$5.01
2	5002		MOL133A109381	2001	John Deere	Mower			10/1/2001	Parks	Park Maintenance	
3	5003	601431005	1GCEC14H9CS150930	1982	Chevrolet	C-10	Pickup	EX 25284	2/13/1990	Parks	Park Maintenance	\$5.01
4	5004		1GBHC34R4VF034648	1997	Chevrolet	3500	1 Ton Dump Truck	EX 12769	4/1/1997	Parks	Park Maintenance	
5	5005	601431002	CCV144F373371	1974	Chevrolet	C-10	Pickup	EX 12731	2/13/1974	Parks	Park Maintenance	\$5.01
6	5006		1J1085		Ditch Witch	1620	Trench Digger					\$8.03
6-T	5006		1C9CA11A3J1145157				Trailer For Trencher	EX 12732				
7	5007	601437003	0950S005664CH	1977	John Deere	950	Tractor		6/30/1979	Parks	Park Maintenance	\$12.00
8	5008	601437006	139812T	1975	John Deere	JD 500 CC	Back Hoe		3/2/1972	Parks	Cemetery	\$33.15
10	5010	601437007	L2850D-80512	1990	Kubota	L 2850	Tractor		9/10/1991	Parks	Park Maintenance	\$15.00
11	5011	601440003	30774-51652	1972	Toro	Ground Master 72	Mower		1/8/1985	Parks	Park Maintenance	
12	5012	601440020	Decal A0066455 Frame 607781	1988	Cushman	Front Line	Mower		1988	Parks	Park Maintenance	
13	5013	601437001	B114984	1951	Allis Chalmers	B	Tractor		6/30/1955	Parks	Park Maintenance	
14	5014		44020 60146	1996	Toro	5400HL	Turf Sweeper		1996	Parks	Park Maintenance	
15	5015	601440018	26712	1972	Ditch Witch	V-30	Trench Digger		4/6/1987	Parks	Park Maintenance	
15-T	5015	601440018	5327	1973	Ditch Witch	Trailer T-5	Trailer For Trencher	EX 22881	4/6/1987			
16	5016		30775-10510	1979	Toro	Groundmaster52	Mower		1979	Parks	Park Maintenance	
17	5017	601437004	08870-20323	1989	Toro	Sand Pro	Infield Drag		4/11/1989	Parks	Park Maintenance	
19	5019	601434003	CME675V102641	1975	Chevrolet	C-65	Boom Truck	EX 12767	10/15/1974	Parks	Park Maintenance	
21	5021	601431007	1FDNK74N9BVJ32929	1981	Ford	F700 Diesel	Bucket Truck	EX 26969	9/14/1995	Parks	Park Maintenance	\$17.95
22	5022	601440026	30789-30253	1994	Toro	Ground Master 345	Mower		1/13/1994	Parks	Park Maintenance	
23	5023	601431006	1GTEC14K7SZ556125	1995	GMC	SL 1500	Pickup	EX 12742	6/30/1995	Parks Supt.	Park Maintenance	\$5.01
25	5025		*002099 865709		Brush Bandit	90	Wood Chipper			Parks	Park Maintenance	\$14.01
26	5026		1GCEC14M7WZ178377	1998	Chevy	1500	Pickup	EX 12768	1/5/1998	Fred Beitia	Park / Home	\$5.01
27	5027		4D760302	1997	Turf Blazer	T 260	Mower		9/1/1997	Parks	Park Maintenance	
	#001		500320	1991	Toro		Lawn Mower		1991	Parks	Park Maintenance	
	#002		200158	1994	Toro		Lawn Mower		1994	Parks	Park Maintenance	
	#003		2560AV	1993	McCulloch		Weedeater		1993	Parks	Park Maintenance	
	#004		HC508322	1994	Hoffco		Weedeater		1994	Parks	Park Maintenance	
	#005		NC510104	1994	Hoffco		Weedeater		1994	Parks	Park Maintenance	
	#006		L3356	1991	Windmill		Weedeater		1993	Parks	Park Maintenance	

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Police												
101	2001		1MEFM50U0XA652795	1999	Mercury	Sable	4 Door	EX 12775	10/1/1996	Police Chief	Police Station	
102	2002		2G4WB14T5P1429627	1993	Buick	Regal	2 Door	878 LCJ	10/1/1996	Larry Ruble	Police Station	
103	2003	201430028	KL2TN5466MB327798	1991	Pontiac	Lemans	4 Door	043ESM	7/23/1992		Police Station	
104	2004	453431002	1GTEK14H8RZ550531	1994	G M C	1500	4X4 Pickup	EX 25193	5/00/94	Animal Control	Animal Shelter	\$7.01
105	2005		1MEFM50U0XG650672	1999	Mercury	Sable	4door		Oct-00	Detective unit	Police Station	
106	2006	201430033	1J4FJ68S2RL161990	1994	Jeep	Cherokee	4x4 Sport Utility	EX 22995	1/5/1994	Patrol Unit	Police Station	
107	2007		1FALP5341RG261622	1995	Ford	Taurus	4 Door	EX 25194				
108	2008			1990	Chevrolet	Van	Old ATT Van	516 MBC				
109	2009		1GKDT13W9WK508659	1998	GMC	Jimmy	4x4 Sport Utility	EX 20669	1/16/1998	Patrol Unit	Police Station	
110	2010	201430001	209233	1966	Cushman				7/30/1966	Parking Enforce	Police Station	
4011	4011		1FTRF18W22NA72859	2002	Ford	F-150	4X4	EX 22997	1/2/2002	Animal Control	Animal Shelter	\$7.01
113	2013	201430027	2GNDG15Z8N4140518	1992	Chevy	Beauville	Van	EX 22997	5/7/1992	Patrol-Public Se	Police Station	
115	2015		1GKDT13W7V2544896	1997	GMC	Jimmy	4X4 Sport Utility	EX 12789	4/1/1997	Patrol Unit	Police Station	
116	2016		1GNCS13W1WK155321	1998	Chevy	Blazer	2x4 Sport Utility	EX 12750	1/15/1998	Patrol Unit	Police Station	
117	2017	201430034	1J4FJ68S6RL161989	1994	Jeep	Cherokee	4x4 Sport Utility		1/5/1994	Patrol Unit	Police Station	
118	2018		1GNCS13W7WK153959	1998	Chevy	Blazer	2x4 Sport Utility	EX 21648	1/15/1998	Patrol Unit	Police Station	
119	2019	201430023	1G1BL54E2LR123536	1990	Chevy	Caprice	4 Door	EX 25197	1/1/1990	Patrol Unit	Police Station	
120	2020		1FTFX15N9JKB27914	1988	Ford	F-150	Pick-up	961EJC Nev.	6/29/1992	Detective Unit	Police Station	\$7.01
121	2021	201430030	CPL3563305755	1976	Chevy	Step Van 30	Van	EX 27126	2/25/1992	Swat Van	Police Station	
122	2022	201430029	1GKDT13WOW2518478	1999	GMC	Jimmy	4 Door	471DGF Nev.	8/11/1992	Task Force	Daniel Nunez	
123	2023	201430032	1GAGM11Y0HP429022	1987	Buick	Regal	2 Door	059FDY Nev.	8/10/1993	Detective Unit	Police Station	
124	2024		1GNDT13WX1K203702	2001	Chevy	Blazer	4 Door	EX 12734	4/1/2001	Patrol Unit	Police Station	
125	2025		1FAPP71W71X127449	2001	Ford	Crown Victoria	4 Door	EX 12776	1/30/2001	Patrol Unit	Police Station	
126	2026		1FAPP71W31X127450	2001	Ford	Crown Victoria	4 Door	EX12777	1/30/2001	Patrol Unit	Police Station	
127	2027		2FALP71W7VX161030	1997	Ford	Crown Victoria	4 Door	EX 12739	5/1/1997	Patrol Unit	Police Station	
128	2028		2FALP71W0VX161029	1997	Ford	Crown Victoria	4 Door	EX 27467	5/1/1997	Patrol Unit	Police Station	
129	2029		1Y1SK5266TZ020170	1996	Geo	Prizm	2 Door		10/1/1998	Connie Bauers	Police Station	
130	2030		1FDPK74P7LVA46422	1990	Ford	F-700	Armored Car	EX 21050		Swat Van	Police Station	
131	2031		2FAFP71W7YX125971	2000	Ford	Crown Victoria	2 Door	EX 37580	12/1/1999	Patrol Unit	Police Station	
132	2032		2FAFP71W9YX125972	2000	Ford	Crown Victoria	2 Door	EX 37581	12/1/1999	Patrol Unit	Police Station	
133	2033		2FAFP71W0YX125973	2000	Ford	Crown Victoria	2 Door	EX 37582	12/1/1999	Patrol Unit	Police Station	
134	2034		2FAFP71W2YX125974	2000	Ford	Crown Victoria	2 Door	EX 37578	12/1/1999	Patrol unit	Police Station	
135	2035		2FAFP71W5YX125970	2000	Ford	Crown Victoria	2 Door	EX 37579	12/1/1999	Patrol Unit	Police Station	
136	2036		2FAFP71W02X132977	2002	Ford	Crown Victoria	4 Door	EX 39887	2/1/2002	Patrol Unit	Police Station	
137	2037		2FAFP71W22X132978	2002	Ford	Crown Victoria	4 Door	EX 39888	2/1/2002	Patrol Unit	Police Station	
2050	2050		1H9B120219H246047	1999		Bomb Trailer		EX 12736	5/1/2001	Bomb Trlr	Southside Station	
Generator	2099			1975	Allis Chalmers	Generator						
Recreation												
1	5301		1FBJS31H5NHA35098	1992	Ford	E-350	Van	EX 26105	1995 Donated	Recreation	Park Maintenance	
3	5303		1FBJS31H0NHA68803	1992	Ford	E-350	Van	EX 12772	1998 Donated	Recreation	Park Maintenance	
Street												
Street 1	3001	301444007	9BFXH70PXLDM01331	1990	Ford	CF 7000	St. Sweeper	EX 26199	09-06-90	Public Works	Street Sweeper Shed	
1			22350 006992RM	1990	Johnson	600						\$59.02
Street 2	3002	301434010	D81GR6J-011253	1976	Dodge	800	Sand Truck	EX 12735	04-28-76	Public Works	Street Building	
2		301442003	78628 (23-270)	1985	Highway	E-2020	Sander		02-12-85	Public Works	On #2/St. Building	\$14.00
Street 3	3003	301434018	2FDLF47MOMCA66036	1991	Ford	F-Super Duty	1 yd Dump	EX 26699	05-30-81	Public Works	Street Building	
Street 4	3004		1M9EJ22K5SS370798	1995	Morton	TMT123P	Paint Striper	EX 12745	4/8/1996	Public Works	Street Building	
Street 5	3005		1FDXH70C8TVA12412	1996	Ford	CF 7000	Sweeper	EX 27212	7/8/1996	Public Works	Sweeper Shed	\$59.02
5			9602SNM63239BAH	1996	Tymco	600 Air Sweep			7/8/1996	Public Works		\$59.02
Street 6	3006	301434011	D0522HHB16168	1978	International	Loadstar 1700	5 yd Dump	EX 12758	01-03-78	Public Works	Street Building	\$17.02
Street 7	3007	301431004	1FTDF15F1CRA32670	1993	Ford	F-150	Pickup	EX 38893	10/1/2001	Delmo	Home	\$7.01
Street 8	3008	301434013	AA182JHA24061	1979	International	1824	5 yd Dump	EX 12759	05-15-79	Public Works	Street Building	\$17.02
Street 9	3009	301434006	2FTEF14H1TCA73188	1996	Ford	F150 4X4	Pickup	EX 12779	5/12/1998	Public Works	Street Building	\$7.01
Street 10	3010		#5005938 Item #0007551 Rev. 104	Wacker	BS 600		Jumping Jack Wacker					
Street 11	3011	301437003	89H1176	1970	CAT	12F	Grader		11-10-71	Public Works	Street Building	\$54.05
Street 12	3012	301441003	3323750	1988	CAT	936-E	Loader		11-29-89	Public Works	Street Building	\$38.04
Street 14	3014	301431007	1B7GD14W0FS699392	1985	Dodge	D-150	Pickup	EX 26052	08-29-90	Public Works	Street Building	\$5.01
Street 15	3015	301442001	SP-2228	1956	Seaman Andwall	DS-47-59MFRA	Pulvi-mixer		06-30-56	Public Works	Fenced Yard	\$40.00
Street 16	3016	301437009	PF551018-29	1997	Blaw-Knox	PF5510	Paver		7/15/1997	Public Works	Fenced Yard	\$230.07
Street 17	3017	301441002	3600001J000521 780	1981	International	520 B	Loader		11-30-81	Public Works	Street Building	\$40.04

Department	Control #	City I.D. #	Serial #	Year	Make	Model	Body	License No.	Purchase Date	Assigned to	Where Garaged	Hourly Rate	
Street 18	3018	301434008	N61EVS87627	1974	Ford	LN600	Water Truck	EX 12751	10-10-73	Public Works	Fenced Yard	\$16.02	
Street 19	3019	301444008	1FDYH81E4VVAO7916	1997	Ford	CF 8000	Sweeper	EX 12790	7/1/1996	Public Works	Sweeper Shed	\$59.02	
19			9606SNM63540BAH	1996	Tymco	600 Air Sweep			7/1/1996			\$59.02	
Street 20				2002	Elgin	Pelican	Sweeper		10/1/2001	Public Works	Sweeper Shed	\$53.01	
Street 21	3021	301434014	416070H190390	1971	International	1700A Loadstar	Sand Truck	EX 12755	01-12-81	Public Works	Street Building		
21		301442009	69440	1980	Highway	E-2020	Sander		12-09-80	Public Works	On #21/St. Building	\$14.00	
Street 22	3022	301437007	B209C2101T	1996	Hypac	C766B	10 Ton Roller		11/13/1996	Public Works	Street Building	\$75.03	
Street 23	3023	301446023	8211	1009188	1955	Arrow	G-400	Hydra Hammer		08-12-70	Public Works	Fenced Yard	\$36.01
Street 24	3024	301434015	F80FVJ64769	1970	Ford	L 800	Sand Truck	EX 12754	08-25-81	Public Works	Street Building		
24		301442010	70353	1981	Highway	E-2020	Sander		10-13-81	Public Works	On #24/St. Building	\$14.00	
Street 25	3025		17XFT1226110112525	2001	Texas Bragg	12ST	Trailer	EX27467	5/1/2001	Public Works	Yard		
Street 26	3026	301431012	1GDHC34F2SE548545	1995	GMC	3500	1 Ton Carpenters Truck	EX 12791	11/15/1995	Public Works	Street Building	\$8.01	
Street 27	3027				Homemade		Carpenters trailer	E-1798		Public Works	Street Building		
Street 28	3028		5SK2656	1996	CAT	950 F	Loader		2/20/1997	Public Works	Street Building	\$51.05	
Street 29	3029	301437001	8T7225	1951	CAT	12	Blade		5/14/1951	Public Works	Fenced Yard	\$54.03	
Street 30	3030	301434019	1HTGGCGR7MH369341	1991	International	F2574	Water Truck	EX 26700	06-17-91	Public Works	Street Building	\$37.03	
Street 31	3031	301438005	A1187421 CJ91109	1991	Lincoln	9421 CJ	Welder and Trailer	EX 26828	06-30-91	Public Works	Street Building		
Street 32	3032	301443003	BB152	1980	Brown Bear	6466AS	Snow Blow		06-30-88	Public Works	Airport		
Street 33	3033	301443004	90762163	N.R.	Jensen	44054	Plows		03-13-90	Public Works	On #40&41/Fenced Yard	\$14.00	
Street 34	3034	301442012	SC6187	N.R.	Fontaine	AC2420A	Sander		10-13-92	Public Works	On #42/Fenced Yard	\$14.00	
Street 35	3035		3AL00929	N.R.	CAT	CB224	Roller		5/12/1998	Public Works	Street Building	\$23.13	
Street 36	3036	301437004	G380008U200010	N.R.	Dresser	830	Blade		06-30-91	Public Works	Street Building	\$47.04	
Street 37	3037			2001	Monroe		Sander		5/1/2001	Public Works	Street Building		
Street 38	3038	301440001	6354	N.R.	Rhino	Flex 15	Mower		05-08-84	Public Works	Airport		
Street 39	3039	306437005	9A342516	N.R.	Massey Fergusson	MF 285	Tractor		03-10-86	Public Works	Airport	\$7.53	
Street 40	3040	301434016	1HTGGGDR3LH283904	1990	International	F2574	10 yd Dump	EX 25610	05-25-90	Public Works	Street Building	\$31.03	
Street 41	3041	301434017	1HTGGGDR3MH283905	1990	International	F2574	10 yd Dump	EX 25609	05-25-90	Public Works	Street Building	\$31.03	
Street 42	3042	301434020	4V2JABMD9NR816019	1992	Volvo/White	WG42	5 yd Dump	EX 27129	03-10-92	Public Works	Street Building	\$17.02	
Street 43	3043	301431009	2FDJF37M2NCA90406	1992	Ford	F350	1 yd Dump	EX 27426	06-24-92	Public Works	Sweeper Shed	\$8.01	
Street 44	3044	301434021	2FDKF37M6PCB11040	1993	Ford	F350	1 yd Dump	EX 28280	06-30-93	Public Works	Sweeper Shed	\$8.01	
Street 45	3045	301431010	1FDXR72C1RVA13811	1994	Ford	LN7000	Patch Machine	EX 28638	10-18-94	Public Works	Street Building		
Street 46	3046	301434022	1FDYK90T7RVA49459	1994	Ford	LN9000	5 yd Dump	EX 12743	05-10-94	Public Works	Street Building	\$17.02	
Street 47	3047	301437005	41X1007	1980	Cat	V80D	Forklift		2/16/1995	Public Works	Street Building	\$27.64	
Street 48	3048	301426001	88-1-173-2EP	N.R.	Craico	E-Z Pour	Crack Sealer		12-23-88	Public Works	Street Building		
Street 49	3049	N.R.	TJD 439284 6144290	N.R.	STOW	CS918	Cement Saw	E 1725	N.R.	Public Works	Street Building		
Street 50	3050	301431012	1GTEK14K2SZ558075	1995	GMC	K 1500	Pickup	EX 22546	09-12-95	Harvey	Home	\$7.01	
Street 51	3051	301426012	77258	N.R.	Gilson	M31-25T5	Cement Mixer		06-15-77	Public Works	Street Building		
Street 52	3052	301435003	CJ90100	1990	C&J Horse Trailer	Custom Built	Tilt Trailer	EX 25282	02-02-90	Public Works	Fenced Yard		
Street 53	3053	301426020	HU310365-5658825	N.R.	SXL	10045C	Chainsaw		10-11-88	Public Works	Sign Shop		
Street 54	3054	301426023	7411073	N.R.	N.R.	H4SG4ARNA	Weed Whip		09-13-88	Public Works	Sign Shop		
Street 55	3055	301426026	GX140ENG2582060	N.R.	NONARX	FR-200	Milling Machine		01-09-90	Public Works	Sweeper Shed		
Street 56	3056	301426028	5191080	N.R.	Stone	5-28	Plate Compactor		05-08-90	Public Works	Sign Shop		
Street 57	3057	301426031	10154-0012150	N.R.	Bomag	BT58 Tamper	Eng.Sach Type ST 76	#11727679	06-30-91	Public Works	Sign Shop		
Street 59	3059		1753PN	1998	Frink		Snowplow			Public Works	On #46/Fenced Yard	\$14.00	
Street 60	3060	301446046	032AOE	N.R.	N.R.	N.R.	Chain Saw		03-12-85	Public Works	Sign Shop	\$10.56	
Street 61	3061	301446051	118392-U80-928	F3L912HO	1982	Ingersoll Rand	PW175-W-D		04-21-86	Public Works	Street Building		
Street 62	3062	301426045	N.R.	N.R.	Graco	3500	Striper		06-30-94	Public Works	Sweeper Shed	\$3.00	
Street 63	3063	301426040	N.R.	N.R.	Graco	3500	Striper		03-09-93	Public Works	Sweeper Shed	\$3.00	
Street 64	3064	301426044	N.R.	N.R.	Wacker	RSS800A	Roller		11-09-93	Public Works	On #45/St. Building	\$14.00	
Street 65	3065	N.R.	N.R.	N.R.	N.R.	N.R.	Utility Trailer		N.R.	Public Works	Fenced Yard		
Street 66	3066	N.R.	N.R.	N.R.	N.R.	N.R.	Trap Wagon		N.R.	Public Works	Fenced Yard		
Street 67	3067	N.R.	N.R.	N.R.	N.R.	N.R.	Trap Wagon		N.R.	Public Works	Fenced Yard		
Street 68	3068		1GCEC14H6DJ151833	1983	Chevrolet	C-10	Pickup	EX 12780	10/18/1988	Public Works	Street Building	\$5.01	
Street 69	3069		3747S1SA		Frink		Snowplow			Public Works	On # 42 Street	\$14.00	
71	3071		1GCEC14H7EJ178119	1984	Chevrolet	C-10	Pickup	EX 25315	2/15/1990	Public Works	Street Building	\$5.01	
72	3072		5011765	1999	Wacker	RSS800A	Roller		2/15/1999	Public Works	Street Building	\$14.00	
73	3073		757611031	1999	Wacker	WP1550AW	Wacker		2/15/1999	Public Works	Street Building	\$3.81	
76	3076		1GCDC14H2KE213276	1989	Chevrolet		Pickup	EX 24721		Public Works	Street Building	\$5.01	
77	3077		14BN2106/323028/7	1987	JCB	1400B - CM	Backhoe			Public Works	Street Building		
78	3078				Homemade		Saw Trailer			Public Works	Street Building		
97	3097		92X01390		Cat	613C	Scraper			Public Works	Street Building	\$93.07	
			1HTLDTVR2KH597864	1989	International	1950	Dump Truck		3/27/2002	Public Works	Street Building		
	6/15/2005		1HTLDTVR4KH597865	1989	International	1950	Dump Truck		3/27/2002	Public Works	Street Building		

6/15/2005

Department	Control#	City I.D. #	Serial #	Year	Make	Model	Body	License No.	Purchase Date	Assigned to	Where Garaged	Hourly Rate
WWTP												
2	7102		3FTHF36F1VMA12385	1997	Ford	F 350 4x4	Pickup	EX 24078	12/24/1996	WWTP	WWTP Shop	\$7.01
3	7103	2497098	1GCDK14HOMZ156350	1991	Chevrolet	1500 4x4	Pickup	EX 26201	12/19/1990	WWTP	WWTP Shop	\$7.01
4	7104	2497086	503750185	?	Bobcat	M843	Front End Loader		11/14/1989	WWTP	WWTP Shop	\$19.01
5	7105	2497132	1073099 deutz F4L912-7862020	1996	Gorman Rupp	T6AE-B	T Series Water Pump		5/14/1996	WWTP	WWTP Shop	
6	7106		16VF006051		Detroit Diesel		Generator			WWTP	WWTP Shop	
7	7107		1GBGK24R9WZ171397	1998	Chevy	2500	4x4 Pickup	EX 12773	10/15/1998	WWTP	WWTP Shop	\$7.01
8	7108											
9	7109		478TE1402XA000481	1999	Honda	4 trax 300	4 wheeler			WWTP	WWTP Shop	
10	7110		1S9DB0814ZS357022	2000	Best Built	Dump Trailer		EX 12756		WWTP	WWTP Shop	
11	7111		1S9DB0816ZS357023	2000	Best Built	Dump Trailer		EX 12757		WWTP	WWTP Shop	
Water												
1	7001	1494008	1GTEC24L4FJ519858	1985	GMC	2500	Pickup	EX 21242	4/19/1985	Water	Water Shop	\$7.01
2	7002		1GBGK24R4WZ171582	1998	Chevy	2500	4X4 Pickup	EX 12764	12/1/1997	Water	Water Shop	\$7.01
3	7003	1494091	JJG 0244940	1999	CASE	580-L	Backhoe			Water	Water Shop	\$28.03
6	7006	1494115	A1179323	1991	Lincoln	WP250D10-Pro	Welder		2/12/1991	Water	Water Shop	
7	7007	1494041	433B161	1972	Michigan	55	Loader		11/9/1972	Water	Water Shop	
8	7008	1494096	2222190	1987	CAT	950B	Loader		6/30/1987	Water	Water Shop	\$50.04
9	7009	1494018	14Z664	1984	CAT	215	Backhoe		10-84	Water	Water Shop	\$27.02
10	7010	1491075	779188	1984	Deutz	14C2-F3L	Pump		02-84	Water	Water Shop	\$12.77
11	7011		699308		Detroit	16C2-5034	Pump			Water	Water Shop	\$12.77
12	7012	1494058	153179 U86 957	1986	Ingersol Rand	P-185A-W-JD	Air Compressor		04-86	Water	Water Shop	
14	7014		D6436A / 001	1999	Cat	D200P1	200 KW Genset		8/1/1999	Water	Well ?	\$14.06
15	7015		4P5CF1629Y1032631	1999	PJ Trailer	CF 162	Car Hauler Trailer	EX 24077	9/1/1999	Water	Well ?	
16	7016	1494120	1M2P267C5PM013255	1992	Mack	RD688S	Boom Truck	EX 27538	08-92	Water	Water Shop	\$19.00
17	7017	1494131	2FDLF47M1NCA23214	1992	Ford	F Super-duty	Service Truck	EX 21049	06-95	Water	Water Shop	
18	7018	1494112	1GCEC14VXXE158190	1999	Chevrolet	1500	Pickup	EX 35998	Jan-99	Water	Water Shop	\$7.01
19	6919	1494103	1GCEC14H6ME133955	1991	Chevrolet	1500	Pickup	EX 26183	12/11/1990	Water	Water Shop	\$7.01
20	7020	1494109	1XKWDB9X1ES318655	1984	Kenworth	W900	Dump	EX 12786	10-90	Water	Water Shop	
21	7021	1494134	1GTEC14K3SZ556820	1995	Chevrolet	SL 1500	Pickup	EX 12778	09-95	Water	Water Shop	\$7.01
22	7022	1494043	501650	8-SD 1972	Pioneer		Pump		11/15/1972	Water	Water Shop	\$3.93
23	7023	1494122	33676	4DS-22 1993	Thompson		Pump		1/12/1993	Water	Water Shop	\$3.93
24	7024	1494130	677906908	1995	Wacker	BS60Y	Compactor			Water	Water Shop	\$5.53
25	7025		750902029		Wacker	BS60Y	Compactor					\$5.53
26	7026		542803817		Wacker	BS62Y	Compactor					\$5.53
Sewer												
4	6805	2497131	1FDYR82E8TVA30429	1996	Ford	L8000	Sewer Cleaner	EX 12747	4/16/1996	Sewer	Water Shop	\$32.01
5	6804	2497052	1FDXK87U4GVA18543	1986	Ford	F-8000	Sewer Cleaner	EX 22220	5/13/1986	Sewer	Water Shop	\$24.01

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.205 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

FEMA Code ID		Equipment Description					2017 Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	\$0.535
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.535
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	\$0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		360		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	18 In			hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30

8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$8.80
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Belfco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel, Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel, Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel, Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel, Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	60		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	10 In		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$209.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	80 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.60
8475	Pump			to 40	Hoses not included.	hour	\$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft - 100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 600 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.80
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$25.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	800 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	\$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescue Equipment	hour	\$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	\$32.00
8799	Truck,	Tilt and roll back, three axle, class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.28
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ultimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline-Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Allmand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.00
8913	Helicopter	Model Bell-206L4		726		hour	\$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of the updated City of Elko Storm Water Advisory Committee (SWAC) Bylaws, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **The Committee felt there were a couple of items that needed to be modified. See the copy of the SWAC Bylaws showing the tracked changes. DS**
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 Minutes of December 11, 2018 SWAC Meeting and a copy of the SWAC Bylaws showing the tracked changes.**
9. Recommended Motion: **Approve the adoption of the updated City of Elko Storm Water Advisory Committee (SWAC) Bylaws.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO STORM WATER ADVISORY COMMITTEE (SWAC)
BYLAWS**

Adopted March 27, 2012

ARTICLE I ESTABLISHMENT AND PURPOSE

Section 1 The City of Elko Storm Water Advisory Committee (SWAC) was established by the Elko City Council on or about May 24, 2005.

Section 2 The City of Elko Storm Water Advisory Committee was established to serve as an advisory board to the Elko City Council on matters relating to water quality and storm water management within and adjacent to the City of Elko.

ARTICLE II MEMBERSHIP, APPOINTMENT, QUALIFICATIONS, TERMS

Section 1 *Membership:*
~~The City of Elko Storm Water Advisory Committee shall consist of five (5) members, which shall include one member of the Elko City Council, this member shall be Appointed by the City Council. The City of Elko Storm Water Advisory Committee shall consist of five (5) members, which shall include one member of the City Council.~~
Members will be professional representatives from the Community at large, federal and state land management agencies, contracting firms, engineering design firms, and academia. Prospective members of the Storm Water Advisory Committee shall be appointed by approved members.

Section 2 *Terms:*
a. The terms of the Chairperson, Vice-Chairperson and Secretary shall be two (2) years.
b. All terms shall expire on June 30 of the respective year.
d. Other members may serve indefinite terms.

Section 3 *Minimum Qualifications for appointment include:*
a. Interest in the City of Elko Community.
b. Ability to work cooperatively with individuals, groups, community agencies and organizations.
c. Willingness to meet and conduct business under the Nevada Open Meeting Law.

Section 4 Any Committee member who compiles more than three (3) consecutive absences, or fails to attend more than seventy-five (75) percent of the regularly scheduled meetings within a calendar year, shall be considered to have resigned.

Excused absences are defined as absences due to illness of a member or a member's family, employment related activities, or other instances as approved by the Chair on a case-by-case basis. Notification of absences is to be made to the Secretary of the Storm Water Advisory Committee.

ARTICLE III OFFICES, DUTIES AND APPOINTMENT OF OFFICERS

Section 1 ~~The Elko City Council Storm Water Advisory Committee (SWAC) request that the Elko City Council shall Appoint the Chairperson. The City of Elko Storm Water Advisory~~

~~Committee (SWAG) requests that the Elko City Council shall **nominate** the Chairperson.~~ The Vice-Chairperson shall be elected by the members. The Secretary shall be the City Environmental Coordinator unless otherwise

elected by the members. There is no minimum or maximum number of times a member may serve as chairperson, vice-chairperson, or secretary.

Section 2 The duties of the officers shall be as follows:

- a. *Chairperson:* To preside over meetings of the Storm Water Advisory Committee, to ensure that actions are properly taken, to sign official documents and correspondence on behalf of the Storm Water Advisory Committee, to assist City Staff in preparing agendas, and to represent the Storm Water Advisory Committee at City Council meetings and other official functions.
- b. *Vice-Chairperson:* To assume the duties of the Chairperson in the absence of the Chairperson and to assist with publicity efforts as necessary.
- c. *Secretary:* To sign or attest official documents of the Storm Water Advisory Committee, to keep minutes of the meetings, and to review record-keeping functions of the Storm Water Advisory Committee as performed by City Staff.

ARTICLE IV RESPONSIBILITIES, POWERS, AND DUTIES

Section 1 The responsibilities, powers and duties of the Storm Water Advisory Committee shall include, but not be limited to, the following:

- a. Conduct forums and meetings pursuant to Nevada Revised Statutes (NRS) 241 to promote the open exchange of information;
- b. Obtain public input;
- c. Advise the City of Elko on matters relating to water quality and storm water management within and adjacent to the City of Elko.

ARTICLE V MEETINGS, RECORDS, QUORUMS, AND VOTING

Section 1 The Storm Water Advisory Committee shall hold at least one regular meeting in each quarter.

Section 2 Special meetings may be called for as directed by:

- a. The City Council;
- b. The committee chairperson;
- c. A majority vote of a quorum at a regular or special meeting;
- d. By request of a majority of the members.

Section 3 All meetings shall be properly noticed, posted and conducted according to the open meeting law requirements of NRS 241.020.

Section 4 ~~Three (3) members of the Storm Water Advisory Committee shall constitute a quorum for holding meetings and conducting business. A majority vote of the quorum Shall be necessary for any official action.~~ ~~Three (3) members of the Storm Water Advisory Committee shall constitute a quorum for holding meetings and conducting business. A majority vote of the members of the Storm Water Advisory Committee shall be necessary for any official action.~~

Section 5 Bylaws may be amended as deemed necessary by the Committee for the efficient conduct of its business by a majority vote of the Committee.

ARTICLE VI FILING WITH THE OFFICE OF THE CITY CLERK

Section 1 The executed original of the bylaws must be filed with the office of the City Clerk within ten (10) days of approval by the City Council.

Section 2 Originals of the agenda, agenda backup items, and certificate of posting are to be filed with the office of the City Clerk at the time of the posting of the agenda.

Section 3 Executed original of the meeting minutes are to be filed with the office of the City Clerk within ten (10) calendar days of approval.

ARTICLE VII ADOPTION AND AMENDMENT

Section 1 These bylaws shall become effective upon adoption by the Elko City Council.

Section 2 An amendment of these bylaws may be introduced and initiated by a majority vote of the Storm Water Advisory Committee at any regular meeting and shall be acted upon at the next regular meeting. A majority vote of the members of the Storm Water Advisory Committee shall be necessary to recommend an amendment of the Storm Water Advisory Committee Bylaws to the Elko City Council.

Section 3 Pursuant to Nevada Revised Statutes 241.020, the Storm Water Advisory Committee must use a prepared agenda. Any action items must be submitted to the committee chairperson or his designee at least ten (10) calendar days prior to the official meeting date. Appropriate back-up material must be submitted with the item.

BYLAWS ADOPTED by ELKO CITY COUNCIL: March 27, 2012
BYLAWS MODIFIED by ELKO CITY COUNCIL: August 28, 2012
BYLAWS MODIFIED by ELKO CITY COUNCIL: January 8, 2019

CITY OF ELKO

4th QUARTER MEETING – STORM WATER ADVISORY COMMITTEE (SWAC)

3:30 P.M. PST, TUESDAY, December 11, 2018, MINUTES

CONFERENCE ROOM, CITY of ELKO BUILDING DEPARTMENT

1753 COLLEGE AVENUE, ELKO, NV

CALL TO ORDER

Dennis Strickland, Chairman, called the Storm Water Advisory Board meeting to order at 3:30 p.m.

ROLL CALL

Present: Dennis Strickland
Bob Thibault
Jason Demaline

Excused: Reece Keener

City Staff: Adeline Thibault, Environmental Coordinator
Paul Algerio, Street Department
Shelley Petersen, Engineering Dept.

Others: Cindy Neisess, NDOT
Kelly Osborne, Ruby Dome, Inc.
Lana Carter, Carter Engineering

COMMENTS BY THE GENERAL PUBLIC

No comments by the general public.

APPROVAL OF MINUTES

**** A motion was made by Bob Thibault, seconded by Jason Demaline to approve the minutes of September 25, 2018.**

The motion passed unanimously. (3-0)

I. NEW BUSINESS

- A. Review, consideration and possible election of a member to the Storm Water Advisory Committee for the indefinite term starting December 11, 2018 and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Bob Thibault, seconded by Jason Demaline to nominate Lana Carter as a new member of the Storm Water Advisory Committee.**

The motion passed unanimously. (3-0)

- B. Review, consideration and discuss changes to the Storm Water Advisory Committee Bylaws and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Dennis Strickland, seconded by Bob Thibault to approve the Storm Water Advisory Committee Bylaws with the following changes:**

Article II Section 1 to read: The City of Elko Storm Water Advisory Committee shall consist of five (5) members, which shall include one member of the Elko City Council, this member shall be Appointed by the City Council.

Article III Section 1 to read: The Elko City Council Storm Water Advisory Committee (SWAC) request that the Elko City Council shall Appoint the Chairperson.

Article V Section 4 to read: Three (3) members of the Storm Water Advisory Committee shall constitute a quorum for holding meetings and conducting business. A majority vote of the quorum Shall be necessary for any official action.

The motion passed unanimously. (3-0)

- C. Review, consideration and discuss ongoing interfacing items with the Nevada Department of Transportation, and matters related thereto. **DISCUSSION ITEM**

Cindy Niece, NDOT stated that NDOT is currently working on their project in their yard for the Storm Water Sand Separator and that the vault has been installed, the completion date is still pending due to the scheduling of concrete. Cindy also mention that NDOT is looking forward to receiving the storm water discharge plans in regards to the Komatsu project located at Exit 298. Dennis explained that he would follow up on this item.

Jason Demaline, NDOT asked Addie about the summer storm drain painting project and if she was allowed to access the NDOT Right of Way? , Addie said she didn't pursue the issue, Jason said he would look into permissions so that the Right of Way areas could also be included in the project next summer.

D. Review City of Elko Storm Water Permit – A review of ongoing enforcement of the City of Elko's MS4 Permit, and projects associated with the MS4 Permit, and matters related thereto. **DISCUSSION ITEM**

Adeline reported that she has completed the annual MS4 Report, she said NDEP reported that she was doing a good job on all her reports.

Adeline said she is looking into obtaining some new stickers for City Storm Drains, she has a few samples that she is considering, Jason, NDOT, mentioned that there may be some stickers that could may be donated by Elko County, he will look into this item and will get back with us.

Adeline also mentioned presenting the Cedar Street Project at the Tri-State Conference, Lana, with Carter Engineering said she will work on the abstract of a presentation. Cindy Neisse mentioned that she'd like to view the presentation if possible.

I. SET NEXT MEETING DATE

March 26, 2019

COMMENTS BY THE GENERAL PUBLIC

There were no public comments.

ADJOURNMENT

Respectfully submitted,

Dennis Strickland
Chairperson,
Storm Water Advisory Committee (SWAC)

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Deed of Dedication (requested by the City) from the Elko County School District to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **2 Minutes**
5. Background Information: **The purpose of this right of way is to allow the City a location to run a future water line connecting North 5th Street to BLM property where this water line would continue on to a future tank site. RL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Deed of Dedication, Exhibit A, Exhibit B**
9. Recommended Motion: **Move to accept Deed of Dedication**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN 006-09L-001

When Recorded, Mail To:
City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION

THIS INDENTURE, made and entered into between the **ELKO COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

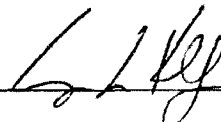
WITNESSETH:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive right-of-way, over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the description attached hereto at **Exhibit A** and depicted on the map attached hereto at **Exhibit B**, to construct, operate, add to, modify, maintain, and remove a waterline, and other associated equipment, fixtures, apparatus, and improvements, together with a right of access for the aforementioned purposes.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this 29 day of January, 2019.

GRANTOR:

ELKO COUNTY SCHOOL DISTRICT

By: 

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this 29 day of January, 2019, personally appeared before me,
a Notary Public, Casey L. Kelly, who acknowledged
that he executed the above instrument.

Kelly Martin
NOTARY PUBLIC

Mail tax statement to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

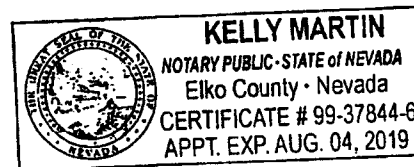


EXHIBIT A

LEGAL DESCRIPTION FOR A UTILITY EASEMENT

An 20' wide strip of land within the south half of Section 5, Township 34 North, Range 55 East, M.D.B.&M. which lies along the southerly boundary of Parcel No. 1 of the Parcel Map for Nevada Land & Resource Company, recorded in the office of the Elko County Recorder as file no. 384998 further described as follows;

Beginning at the southwest corner of said Parcel 1 of file no. 384998;

Thence, along the westerly boundary of said Section 5, Township 34 North, Range 55 East North 1°20'03" West, a distance of 20.00 feet;

Thence, North 88°39'57" East, a distance of 3,024.60 feet, more or less, to the right-of-way of Elko County Road #741, as dedicated per said file no. 384998;

Thence, along said right-of-way of Elko County Road #741, along a non-tangent curve to the right, from a tangent bearing South 50°48'20" East, with a radius of 2,960.00 feet, an arc length of 30.59 feet, and a central angle of 0°35'32", more or less, to the southeasterly corner of said Parcel 1 of file no. 384998;

Thence, along the southerly boundary of said Parcel 1 of file no. 384998, South 88°39'57" West, a distance of 3,047.75 feet, more or less, to the point of beginning.

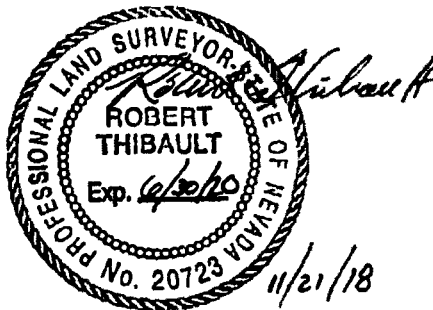
This easement contains a total of $\pm 60,724$ square feet.

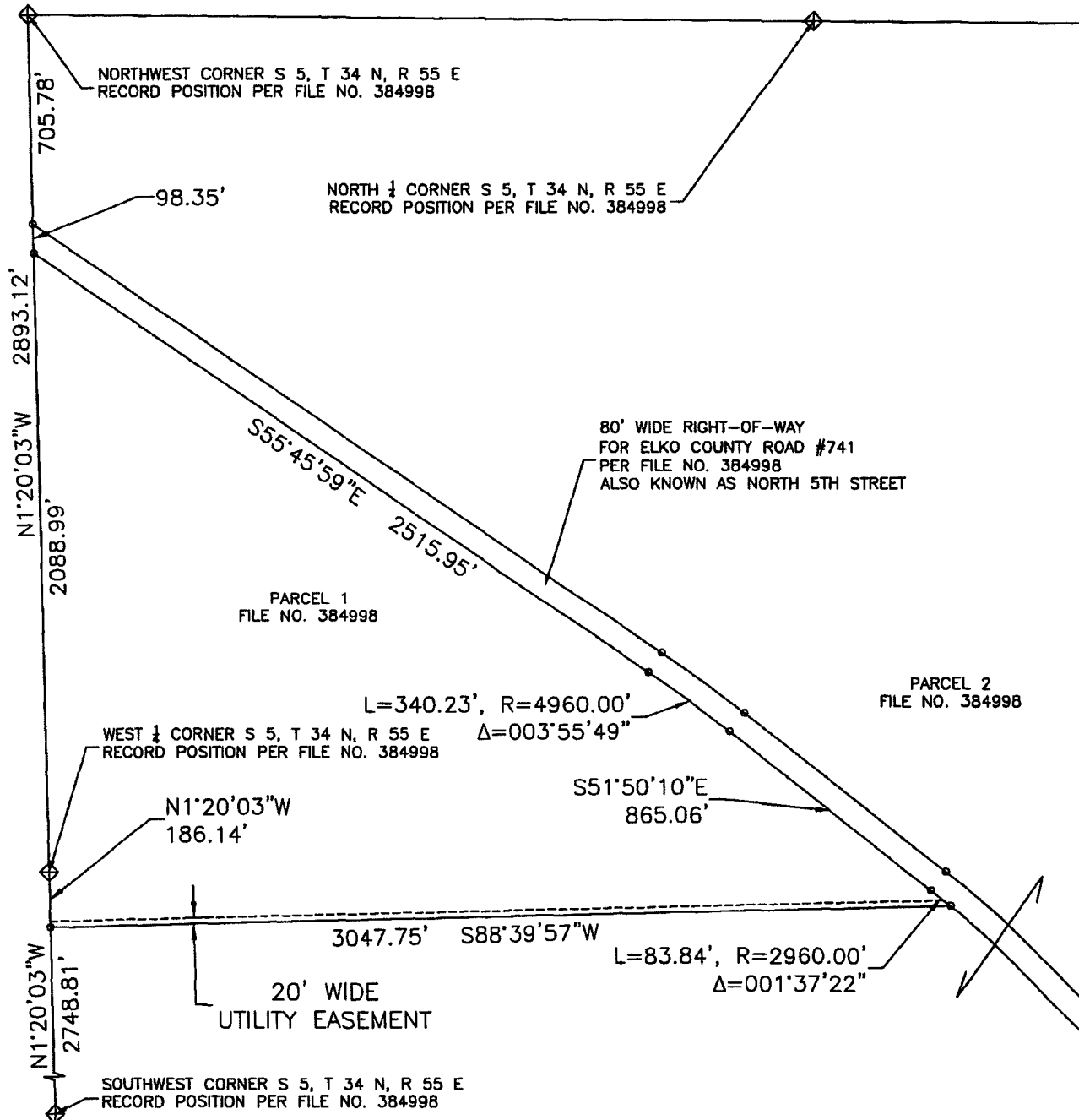
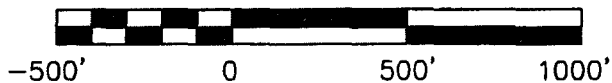
The Basis of bearings for this description is the Parcel Map for Nevada Land & Resource Company, recorded in the office of the Elko County Recorder as file no. 384998, on May 8, 1996.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko





CITY OF ELKO
1751 COLLEGE AVE.
ELKO, NEVADA 89801
775-777-7210

SCALE

HORZ _____

VERT _____

EXHIBIT B UTILITY EASEMENT DISPLAY MAP

DESIGNED BY
BT
DRAWN BY
ACAD 2017
CHECKED BY
BT
DATE
11/21/201

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a list of appraisers recommended by the City Manager for purposes of conducting appraisals during the 2019 calendar year, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **15 Minutes**
5. Background Information: **Elko City Code Section 8-1-1 requires the City Manager or designee to compile and to submit a list of appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko and the City Manager has approved the list. CL**
6. Budget Information:
 - i. Appropriation Required: **NA**
 - ii. Budget amount available: **NA**
 - iii. Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Planning Department memo dated January 30, 2019 and email response dated February 4, 2019 from the City Manager.**
9. Recommended Motion: **Move to approve the appraiser list as recommended by the Planning Department to the City Manager**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Manager**
12. Council Action:
13. Agenda Distribution:

Shelby Archuleta

From: Curtis Calder
Sent: Monday, February 4, 2019 2:36 PM
To: Shelby Archuleta
Cc: Cathy Laughlin
Subject: RE: 2019 Appraiser List

Shelby,

I have reviewed the proposed list and have no suggested revisions. I recommend the City Council approve the 2019 Appraiser List.

Thanks for your help!

Curtis

From: Shelby Archuleta
Sent: Monday, February 04, 2019 9:52 AM
To: Curtis Calder <ccalder@elkocitynv.gov>
Cc: Cathy Laughlin <claughlin@elkocitynv.gov>
Subject: 2019 Appraiser List

Curtis,

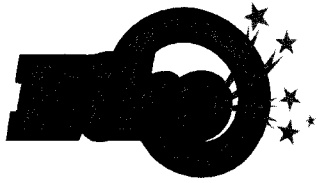
I have attached the proposed Appraiser List for 2017. Per City Code Section 8-1-1 I need your approval and recommendation to the City Council to approve the list. If you could please reply with your approval or any changes you would like to be made.

The following changes have been made from the 2017 List:

- Added: William Kimmel, Daniel Leck, Matthew Lubawy, and Karen Park.
- Removed: Mark Warren, Benjamin Gregg, James Hutchinson, and Paul Bruk.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

Memorandum

To: Curtis Calder, City Manager
From: Shelby Archuleta, Planning Technician
Re: 2019 Appraiser List
Date: February 4, 2019

The following list contains the updated names and contact information of those who are interested in doing appraisals for the City of Elko.

Lee B. Smith
1761 East College Parkway, Suite 111
Carson City, NV 89706
(775) 883-8008
soxrealty@sbcglobal.net

NV Cert. Gen. Appraiser No. A.0000131-CG

John S. Wright
1344 Disc Drive #460
Sparks, NV 89436
(775) 626-3993
john@jswanv.com

NV Cert. Gen. Appraiser No. A.0000191-CG

Scott Q. Griffin
245 E. Liberty Street, Suite 100
Reno, NV 89501
(775) 322-1155
sqg@jpgnv.com

NV Cert. Gen. Appraiser No. A.0003504-CG

Lyn C. Norberg
1761 East College Parkway, Suite 111
Carson City, NV 89706
(775) 883-6655
NV1761@aol.com

NV Cert. Gen. Appraiser No. A.0000268-CG

Jason Buckholz

6900 S. McCarran Boulevard, Suite 3000
Reno, NV 89509
(775) 823-6931
jason.buckholz@cbre.com

NV Cert. Gen. Appraiser No. A.0007369-CG

Julie C. Ott

6170 Ridgeview Court #E
Reno, NV 89519
(775) 827-4550 ext. 101
jco@coa.reno.nv.us

NV Cert. Gen. Appraiser No. A.0000748-CG

Tony Wren

P.O. Box 20867
Reno, Nevada 89515
(775) 329-4221
twrenmaisra@aol.com

NV Cert. Gen. Appraiser No. A.0000090-CG

Kurt L. Hardung

PO Box 19182
Reno, NV 89511
(775) 322-9977
klhardung@att.net

NV Cert. Gen. Appraiser No. A.0000033-CG

Samuel K. Ward

106 E. Adams Street #212
Carson City, NV 89706
(775) 885-8822
sward@skwrea.com

NV Cert. Gen. Appraiser No. A.0000123-CG

Joseph S. Campbell

PO Box 21453
Reno, NV 89515
(775) 786-7650
joe@appraisal.reno.nv.us

NV Cert. Gen. Appraiser No. A.0000019-CG

Robert E. Schiffmacher

12255 Stoney Brook Drive
Reno, NV 89511
(775) 686-2622
rschiffmacher.ws@gmail.com

NV Cert. Gen. Appraiser No. A.0002492-CG

William G. Kimmel
1281 Terminal Way #205
Reno, NV 89502
(775) 323-6400
william.kimmel@att.net

NV Cert. Gen. Appraiser No. A.0000004-CG

Daniel A. Leck
408 W. 4th Street
Carson City, NV 89703
(775) 882-8999
dleck64978@aol.com

NV Cert. Gen. Appraiser No. A. 0000043-CG

Karen Park
6492 S McCarran Blvd., #51
Reno, NV 89509
(702) 242-9369
kpark@valbridge.com

NV Cert. Gen. Appraiser No. A. 0207475-CG

Matthew Lubawy
3034 S. Durango Dr. #100
Las Vegas, NV 89117
(702) 242-9369
mlubawy@valbridge.com

NV Cert. Gen. Appraiser No. A. 0000044-CG

**Elko City Council
Agenda Action Sheet**

1. Title: **Mayoral designation of City Council members to specific “Liaison” positions within the City of Elko, and matters related thereto. NO ACTION BY THE COUNCIL REQUIRED**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **Designation of a Council member to the Arts and Culture Advisory Board. CC**
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: **Mayoral Designation – No Action by Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the East Secondary Clarifier Rehabilitation Project-2019, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **This is a maintenance project budgeted for in the current year budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. RL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **\$81,500.00**
Fund name: **WRF**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Direct Staff to solicit bids for the East Secondary Clarifier Rehabilitation Project-2019.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to retain the law firm of Taggart and Taggart, Ltd. to represent the City of Elko in pending litigation brought by the Pershing County Water Conservation District against the Nevada Division of Water Resources, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **7 Minutes**
5. Background Information: **On August 12, 2015, Pershing County Water Conservation District (PCWCD), which is principally composed of agricultural interests owning water rights in the Lovelock area, filed a petition in the 11th Judicial District Court (Pershing County) asking the court to require the State Engineer to make a number of decisions potentially having significant adverse impacts on water rights throughout the Humboldt River Basin.**

If the court grants the relief requested by PCWCD, curtailment of ground water pumping could be required in the Elko Segment of the Humboldt River Basin. This and other matters before the court could significantly hamper the City's ability to utilize its water rights, with consequential impacts on growth and economic development.

Both Newmont and Barrick have filed motions to intervene.

Staff believes that the City of Elko is an interested and affected party in this matter and has an interest in the outcome of the PCWCD litigation in Pershing County. By intervening in the litigation, the City of Elko would have the opportunity to protect its water rights through the legal process.

The law firm of Taggart and Taggart, Ltd. specializes in water rights litigation and is currently representing at least one other party seeking to intervene in the lawsuit. The law firm has indicated that it could also represent the City without a conflict of interest. There would be an economic benefit to using the same law firm to represent one or more similarly-situated parties in the litigation. RL

6. Budget Information:

Appropriation Required: \$5,000.00-\$15,000.00

Budget amount available: N/A

Fund name: WATER

Agenda Item III.E.

7. Business Impact Statement:
8. Supplemental Agenda Information: **Proposal from Taggart & Taggart, Ltd.**
9. Recommended Motion: **Direct Staff to sign a Legal Services Agreement retaining the law firm of Taggart and Taggart, Ltd. to represent the City in the pending litigation between PCWCD and the Division of Water Resources, which representation would include filing a motion to intervene on the City's behalf.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

FILED

2016 NOV -2 AM 9:11

HACKERZIE HOLDES
DISTRICT COURT CLERK

BY: _____

SCHROEDER LAW OFFICES, P.C.
Laura A. Schroeder, NSB #3595
Therese A. Ure, NSB #10255
440 Marsh Ave.
Reno, Nevada 89509-1515
PHONE: (775) 786-8800, FAX: (877) 600-4971
counsel@water-law.com
Attorneys for PCWCD

Affirmation: This document does
not contain the social security
number of any person.

IN THE ELEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF PERSHING

PERSHING COUNTY WATER
CONSERVATION DISTRICT,

Petitioner,

v.

JASON KING, P.E., State Engineer of the
State of Nevada, DIVISION OF WATER
RESOURCES, DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES,

Respondent.

Case No. CV 15-12019

Department No. 01

**NOTICE OF MOTION
and
MOTION FOR LEAVE TO AMEND
PETITION FOR WRIT OF MANDAMUS,
OR IN THE ALTERNATIVE, WRIT OF
PROHIBITION**

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1 **NOTICE OF MOTION**

2 **TO: Justina A. Caviglia**
3 **Nevada Attorney General**
4 **100 North Carson Street**
5 **Carson City, NV 89701**

6 PLEASE TAKE NOTICE that the undersigned brings the above and foregoing
7 **MOTION FOR LEAVE TO AMEND PETITION FOR WRIT OF MANDAMUS, OR IN**
8 **THE ALTERNATIVE, WRIT OF PROHIBITION** for determination by the Court. A hearing
9 on this motion is not requested.

10 **MOTION**

11 PETITIONER, Pershing County Water Conservation District ("PCWCD" or "District"),
12 by and through Schroeder Law Offices, P.C. and its attorneys, moves this Court for an Order
13 granting Leave to Amend Petition for Writ of Mandamus, or in the alternative, Writ of
14 Prohibition ("Petition").

15 This Motion is brought pursuant to NRCP 15(a), and is being requested to clarify the
16 District's request for relief stated in the original Petition. This Motion is also supported by the
17 *Memorandum of Points and Authorities in Support of Motion for Leave to Amend Petition for*
18 *Writ of Mandamus, or in the alternative, Writ of Prohibition* ("Points and Authorities") filed in
19 conjunction herewith. A draft of Petitioner's First Amended Petition for Writ of Mandamus, or in
20 the alternative, Writ of Prohibition ("Amended Writ") is attached hereto as **Exhibit A**.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///



1 PCWCD respectfully requests this Court grant its Motion for Leave to Amend Petition
2 for Writ of Mandamus, or in the alternative, Writ of Prohibition.

3
4 RESPECTFULLY SUBMITTED, this 2nd day of November, 2016.

5 SCHROEDER LAW OFFICES, P.C.

6
7 

8 Laura A. Schroeder, NSB #3595
9 Therese A. Ure, NSB #10255
440 Marsh Ave.
10 Reno, NV 89509
11 PHONE – (775) 786-8800
12 FAX – (877) 600-4971
counsel@water-law.com
Attorneys for PCWCD



EXHIBIT A

EXHIBIT A

SCHROEDER LAW OFFICES, P.C.
Laura A. Schroeder, NSB #3595
Therese A. Ure, NSB #10255
440 Marsh Ave.
Reno, Nevada 89509-1515
PHONE: (775) 786-8800, FAX: (877) 600-4971
counsel@water-law.com
Attorneys for PCWCD

Affirmation: This document does
not contain the social security
number of any person.

IN THE ELEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF PERSHING

PERSHING COUNTY WATER
CONSERVATION DISTRICT,

Petitioner,

v.

JASON KING, P.E., State Engineer of the
State of Nevada, DIVISION OF WATER
RESOURCES, DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES,

Respondent.

Case No. CV 15-12019

Department No. 01

**FIRST AMENDED PETITION FOR
WRIT OF MANDAMUS, OR IN THE
ALTERNATIVE, WRIT OF
PROHIBITION**

PETITIONER, Pershing County Water Conservation District ("PCWCD" or "District"),
by and through Schroeder Law Offices, P.C. and its attorneys, hereby seeks a writ of mandamus,
or alternatively, a writ of prohibition, to require the State Engineer to use statutory available
tools in order to: 1) bring all over-appropriated groundwater basins surrounding the Humboldt
River back to their perennial annual yield; 2) eliminate the cone of depression caused by over-
allocation of groundwater pumping causing interference with surface water flows in the



1 Humboldt River; and 3) regulate water used for mining and milling pursuant to Nevada statutory
2 code.

3 PCWCD has worked extensively with the Nevada State Engineer ("State Engineer") and
4 Nevada Division of Water Resources ("NDWR") to develop a plan which will allow the District
5 to be served its senior decreed water rights, while at the same time limit, to the extent possible,
6 curtailment of groundwater pumping that is pulling water away from the Humboldt River to the
7 detriment of the District. The State Engineer has repeatedly failed to take action to effectively
8 manage the water resources within the Humboldt River Basin, after many attempts by PCWCD
9 to assist in developing a suitable plan. Accordingly, the District is now forced to take legal action
10 in order to ensure its senior decreed water rights are served and protected under Nevada law.

11 This writ is based on the Memorandum of Points and Authorities and Affidavit of Bennie
12 B. Hodges filed in conjunction herewith, the papers and pleadings that will be filed in this
13 matter, and any argument the Court may allow.¹

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 Pursuant to NRS 34.150 et seq., PCWCD hereby submits the following Memorandum of
16 Points and Authorities in support of its *First Amended Petition for Writ of Mandamus, or in the*
17 *alternative, Writ of Prohibition.*

18 A District Court may issue a writ of mandamus to compel the performance, or writ of
19 prohibition to dispel the performance, of an act by one whom the law enjoins has a duty resulting
20 from their public office. The State Engineer, in violation of Nevada law, has allowed the
21 majority of groundwater basins surrounding the Humboldt River to become over-appropriated,
22 and thereby capture Humboldt River water, in violation of Nevada's statutory water code and the
23
24

25 ¹ In the interest of judicial economy and to refrain from duplicating documents in the record, this Amended Writ will
26 reference the Affidavit of Bennie B. Hodges filed in conjunction with the original Writ, filed August 12, 2015, and
is incorporated herewith.



1 prior appropriation doctrine. There is no other plain, speedy, and adequate remedy at law, and
2 the Court must therefore order the State Engineer to use statutory available tools in order to:

3 1) Bring all over-appropriated groundwater basins surrounding the Humboldt River back
4 to their perennial annual yield;

5 2) Eliminate the cone of depression caused by over-allocation of groundwater pumping
6 causing interference with surface water flows in the Humboldt River; and

7 3) Regulate water used for mining and milling pursuant to Nevada statutory code.

8 I. INTRODUCTION

9 PCWCD is an irrigation district in Lovelock Nevada, formed under Chapter 539 of the
10 Nevada Revised Statutes. *Affidavit of Bennie B. Hodges in Support of Petition for Writ of*
11 *Mandamus, or in the alternative, Writ of Prohibition* ("Affidavit of Hodges") ¶ 1. PCWCD is a
12 quasi-municipal agency that is led by a Board of Directors and its manager Bennie Hodges.
13 *Affidavit of Hodges* ¶¶ 1, 2. PCWCD owns, controls, and operates a water conveyance system
14 that provides water to approximately 100 constituents holding approximately 37,506 acres of
15 irrigated agricultural lands within the District boundaries. *Affidavit of Hodges* ¶ 3. PCWCD
16 operates diversion structures and dams along the Humboldt River, as well as diversion structures
17 within the District's boundaries. *Affidavit of Hodges* ¶ 4.

18 The District controls an extensive amount of senior decreed surface water rights for the
19 use of Humboldt River water. *Affidavit of Hodges* ¶ 5. In recent years, many water related issues
20 have plagued the Humboldt River and the basin. Many of the Humboldt River Basin's
21 groundwater aquifers are greatly over-appropriated, and groundwater pumping within the
22 vicinity of the river is pulling water away from the river. PCWCD's land is situated at the lowest
23 reaches of the Humboldt River Basin, so while the District holds very senior decreed water
24 rights, little water is making it to the District's service and water righted areas. *Affidavit of*
25 *Hodges* ¶ 6. In 2015, the District experienced its second year with 0% water allocated to its
26 constituents. *Affidavit of Hodges* ¶¶ 7, 8.



1 Due to the increase in groundwater pumping in the Humboldt River Basin, along with
2 many temporary permits² to appropriate water being issued by NDWR, less water is available in
3 the Humboldt River for diversion. This "new" appropriation of water is creating a system of
4 water allocation in violation of the prior appropriation doctrine, and Nevada's statutory water
5 code. The State Engineer has failed to take required action to sustainably manage the water
6 resources in the Humboldt River Basin.

7 II. ISSUE PRESENTED

8 Must this Court issue a writ of mandamus, or in the alternative, a writ of prohibition,
9 ordering the State Engineer to sustainably manage groundwater in the Humboldt River basin
10 according to Nevada law?

11 III. FACTUAL BACKGROUND

12 a. Humboldt River Basin Groundwater Pumping

13 The Humboldt River Basin is comprised of 34 separate and distinct hydrographic
14 groundwater basins. *Affidavit of Hodges, Exhibit 1; Affidavit of Hodges ¶ 10.* According to
15 NDWR, there are 1,852 wells within the Humboldt River Basin, and 1,291 groundwater permits
16 with their point of diversion within 5 miles of the Humboldt River and its tributaries, of which
17 273 capture 10% or more of their water from the Humboldt River. *Affidavit of Hodges, Exhibit 7*
18 *at 19-21.* The total combined perennial yield³ of all collective groundwater basins in the
19 Humboldt River Basin is 476,400 AFA. *Affidavit of Hodges, Exhibit 2; Affidavit of Hodges ¶ 11.*
20 However, the total combined permitted groundwater allocation is 753,394 AFA. *Id.* Of the 34
21 hydrographic basins within the Humboldt River Basin, 23 are over-appropriated. *Id.*

22
23 ² A "temporary permit" is a permit issued to appropriate groundwater which is limited as to time. *See* NRS
24 534.120(3)(a).

25 ³ Perennial Yield is "The amount of usable water of a ground water reservoir that can be withdrawn and consumed
26 economically each year for an indefinite period of time. It cannot exceed the sum of the Natural Recharge, the
Artificial (or Induced) Recharge, and the Incidental Recharge without causing depletion of the groundwater
reservoir." NDWR Water Words, <http://water.nv.gov/programs/planning/dictionary/wwords-P.pdf> at 236.

1 The majority of groundwater in the Humboldt River Basin is used for irrigation and
2 mining purposes. *Id.* Of these groundwater permits, irrigation use accounts for 455,385 AFA of
3 appropriation, and mining use accounts for 171,343 AFA of appropriation. *Id.* Water use for
4 mining is most significantly used to dewater open pit mines, which is the current practice of
5 extracting minerals in the Humboldt River Basin.⁴ This practice often seeks to extract ore from
6 below the water table, which requires the mining area to be “dewatered.”⁵ Generally, the mine
7 drills a number of wells around the mining pit, then pumps water to create a cone of depression
8 under the pit, thereby drying up the mining area.⁶ When the pit is not being dewatered, the pit
9 fills up to the level of the water table, creating a pit lake.⁷

10 In Nevada, the State Engineer grants permits for mining and milling on a “temporary”
11 basis. *See, Affidavit of Hodges, Exhibit 5.* However, rather than issuing one-year temporary
12 permits, historically, the State Engineer issues permits for mining and milling akin to permanent
13 water rights while side-stepping an analysis as to whether water is available for appropriation.
14 *See, Affidavit of Hodges, Exhibits 9, 10.* The Humboldt River Chronology states that “mine
15 dewatering and mine pit lake formation, and their potential near-term and long-term effects on
16 groundwater levels and surface-water flows” has been identified as a principal water-related
17 issue plaguing the Humboldt River Basin.⁸ State Engineer Ruling 5876 states:

18 The State Engineers Office considers water used in mining and
19 milling to be a temporary use of water and as such is not
20 considered in the amount of water appropriated in a basin. The
21 State Engineer finds if the water used for mining and milling is
22 removed from the amount of water appropriated for each basin...
there is water available for appropriation. The State Engineer finds

23 ⁴ Humboldt River Chronology Volume I, Part I, <http://water.nv.gov/mapping/chronologies/humboldt/hrc-pt1.pdf> at
94.

24 ⁵ *Id.*

25 ⁶ *Id.*

26 ⁷ *Id.*

⁸ *Id.* at 14.



1 the perennial yield of the ground-water belongs to the basin and
2 not to the Humboldt River.

3 *Affidavit of Hodges, Exhibit 5 at 2.* Accordingly, the State Engineer has not considered the use of
4 water for mining and milling to be appropriate, and finds a lack of interconnection between
5 surface and groundwater sources, and states that the perennial yield of the groundwater basin
6 belongs to the basin and not the Humboldt River. *Id.*

7 In more recent years, the State Engineer has recognized interconnection between
8 groundwater and surface water in the Humboldt River Basin. *Affidavit of Hodges, Exhibit 4.* In
9 State Engineer Ruling 6299, the State Engineer changed the perennial yield for the Lovelock
10 Valley groundwater basin, finding that it is over-appropriated, and denied applications due to a
11 potential influence on decreed Humboldt River rights. *Affidavit of Hodges, Exhibit 4.*

12 **b. PCWCD's Water Rights**

13 Through the acquisition of additional water, including change applications approved by
14 the State Engineer, PCWCD currently holds the following Humboldt River Decree⁹ water rights
15 of use¹⁰:

- 16 • Water Right Permit 12955 (Certificate 4861) has a combined duty of 14,432.32
17 acre-feet per year ("AFA"), and a priority date ranging between January 1, 1873
18 to January 1, 1887;
- 19 • Water Right Permit 12953 (Certificate 4436) has a combined duty of 4,154.08
20 AFA, and a priority date of January 1, 1871;

21
22
23 ⁹ "Humboldt River Decree" or "decreed" rights referenced herein refer to surface water rights, issued subject to the
adjudication of the Humboldt River, under Sixth Judicial District Court, County of Humboldt, Case No. 2804.

24 ¹⁰ A portion of the water rights referenced are currently held in trust by the United States Department of Interior
25 (Permits: 12955, 12953, 12954, 12952, 12951, 12950, 12957, 12956, 10283) and Department of Reclamation
26 (Permits: 12948, 12947, 12957), for the District. Currently, the water rights are in the process of being transferred
back to the District as they have now fulfilled their repayment obligations pursuant to contracts entered into with the
United States. (See, *Affidavit of Hodges* ¶ 13).



- 1 • Water Right Permit 12954 (Certificate 4437) has a combined duty of 1,925.52
2 AFA, and a priority date ranging between January 1, 1873 to January 1, 1877;
- 3 • Water Right Permit 12952 (Certificate 4572) has a combined duty of 14,432.32
4 AFA, and a priority date ranging between January 1, 1873 to January 1, 1887;
- 5 • Water Right Permit 12951 (Certificate 4435) has a combined duty of 1,282.87
6 AFA, and a priority date of January 1, 1873;
- 7 • Water Right Permit 12950 (Certificate 4571) has a combined duty of 3,023.49
8 AFA, and a priority date of January 1, 1874;
- 9 • Water Right Permit 12949 (Certificate 4570) has a combined duty of 2,626.30
10 AFA, and a priority date ranging between January 1, 1874 to January 1, 1887;
- 11 • Water Right Permit 12948 (Certificate 4434) has a combined duty of 1,925.52
12 AFA, and a priority date ranging between January 1, 1863 to January 1, 1866;
- 13 • Water Right Permit 12947 (Certificate 5040) has combined duty of 562.17 AFA,
14 and a priority date ranging between January 1, 1873 to January 1, 1880;
- 15 • Water Right Permit 12957 (Certificate 5180) has a combined duty of 1,647.18
16 AFA, and a priority date of January 1, 1877;
- 17 • Water Right Permit 12956 (Certificate 4506) has a combined duty of 100,000
18 AFA for storage in Rye Patch Reservoir, and a priority date of December 12,
19 1933;
- 20 • Water Right Permit 10283 (Certificate 9258) has a combined duty of 15,152.32
21 AFA for storage in Rye Patch Reservoir, and a priority date of August 13, 1938;
- 22 • Water Right Permit 1098 (Certificate 2130) has a combined duty of 20,200 AFA,
23 and a priority date of August 21, 1908;
- 24 • Water Right Permit 1948 (Certificate 2131) has a combined duty of 29,570 AFA,
25 and a priority date of February 10, 1911.

26 *Affidavit of Hodges, Exhibit 3; Affidavit of Hodges ¶ 12.*



1 c. PCWCD attempted to reach solution with the State Engineer.

2 After feeling the effect of groundwater pumping that decreases flows within the
3 Humboldt River, coupled with the ongoing drought in the West, the District sought the assistance
4 of the State Engineer to develop a collective plan to ensure PCWCD's senior water rights are
5 delivered, while at the same time attempting to allow junior rights to continue to allocate water
6 to the greatest extent possible. *Affidavit of Hodges* ¶ 16. On August 21, 2014, PCWCD prepared
7 a report for the State Engineer to assist in the development of such a plan. *Affidavit of Hodges* ¶
8 17.

9 The report, titled *Water Management in a Prior Appropriation System: Conjunctive*
10 *Management Solutions to Groundwater Withdrawals Affecting Surface Water Flows within the*
11 *Humboldt River Basin*, is meant to provide the State Engineer with information about how other
12 western states are approaching the issue of interconnection of water resources, as well as provide
13 data regarding the interconnection issues in the Humboldt River Basin. *Affidavit of Hodges*,
14 *Exhibit 6; Affidavit of Hodges* ¶ 17. The report then provides the State Engineer with a list of
15 requested "Action Items" and asks the State Engineer to take action to: 1) develop a system of
16 conjunctive management; 2) regulate mine dewatering under statutory code; 3) account for
17 "temporary" permits in the hydrographic basins' annual budget; 4) regulate mining pit lakes
18 under statutory code for water storage; 5) curtail junior groundwater rights in basins surrounding
19 the Humboldt River, until perennial yield equilibrium is met; 6) require mandatory metering on
20 groundwater wells in the Humboldt River Basin; 7) create an enforcement officer to regulate
21 groundwater use; and 8) bring groundwater basins back to sustainability. *Id.* On September 9,
22 2014, the PCWCD Board Members and Manager met with the State Engineer to discuss the
23 report and request action. *Affidavit of Hodges* ¶ 18. While the District understands that not all
24 actions taken by other states are applicable to the difficulties effecting Nevada, the point was to
25
26



1 start the conversation to develop a system of water management that will work for Nevada.

2 PCWCD received no written response to its report or otherwise.¹¹ *Id.*

3 On January 14, 2015 and January 15, 2015, the State Engineer held a series of workshops
4 on the Humboldt River stating his intent to prepare a capture model in the basin, to be completed
5 within 4 to 5 years. *Affidavit of Hodges, Exhibit 7 at 12; Affidavit of Hodges ¶ 19.* The State
6 Engineer also demonstrated a simple "Glover" analysis capture model illustrating that
7 groundwater pumping curtailment would supply additional water to the Humboldt River, but
8 determined that the "Glover analysis shows that curtailment of pumping over one irrigation
9 season will not cause an appreciable gain in Humboldt River flows." *Affidavit of Hodges, Exhibit*
10 *7 at 23.* The State Engineer concluded that "it is anticipated that there will be NO groundwater
11 curtailment in 2015." *Id.*

12 On March 24, 2015, with a second irrigation season with 0% allocation looming,
13 PCWCD Board Members again met with the State Engineer, this time presenting data through a
14 District retained hydrogeologist. *Affidavit of Hodges ¶ 20.* The District provided to the State
15 Engineer a *Request for Implementation of Water Management Strategies. Affidavit of Hodges,*
16 *Exhibit 8; Affidavit of Hodges ¶ 20.* PCWCD expressly asked for a written response to its letter
17 and presentation. *Id.* No response was received. *Id.*

18 IV. ARGUMENT

19 This Court must issue a writ of mandamus, or in the alternative, a writ of prohibition,
20 ordering the State Engineer to regulate the water resources of the Humboldt River Basin
21 according to Nevada law. The District has exhausted every remedy available to it, and thus there
22 is no plain, speedy, or adequate remedy available.

23 ///

24 ///

25 _____
26 ¹¹ The State Engineer has begun the process to require groundwater meters to be installed on wells within the Humboldt River Basin.



1 a. **A District Court may issue a writ of mandamus or prohibition to compel or**
2 **dispel the performance by a state official of an act that the law requires.**

3 A district court may issue a writ of mandamus, or in the alternative, a writ of prohibition,
4 to compel or dispel the performance by a state official of an act the law requires. A writ of
5 mandamus "may be issued by the Supreme Court, the Court of Appeals, a district court or a
6 judge of the district court, to compel the performance of an act which the law especially enjoins
7 as a duty resulting from an office, trust or station..." NRS 34.160. In other words, "[a] writ of
8 mandamus may be issued to compel the performance of an act that the law requires as a duty
9 resulting from an office, trust or station, or to control an arbitrary or capricious exercise of
10 discretion." *Diaz v. Eighth Judicial Dist. Court*, 116 Nev. 88, 93 (2000). A writ of mandamus
11 "shall be issued in all cases where there is not a plain, speedy and adequate remedy in the
12 ordinary course of law." NRS 34.170; see also, *Diaz v. Eighth Judicial Dist. Court*, 116 Nev. 88,
13 93 (2000). "Mandamus is an extraordinary remedy, and the decision as to whether a petition will
14 be entertained lies within the sound discretion of this court." *Brewery Arts Ctr. v. State Bd.*
15 *Examiners*, 108 Nev. 1050, 1053 (1992). A formal order refusing to perform is not required. *See,*
16 *Whitehead v. Nevada Comm'n on Judicial Discipline*, 873 P.2d 946, 964 (1994).

17 A writ of prohibition "is the counterpart of the writ of mandate." NRS 34.320. "It arrests
18 the proceedings of any tribunal, corporation, board or person exercising judicial functions, when
19 such proceedings are without or in excess of the jurisdiction of such tribunal, corporation, board
20 or person." *Id.* "While a writ of prohibition is most often used to restrain courts or judicial
21 tribunals, it can also be used to restrain persons in other classes who are exercising or attempting
22 to exercise judicial or quasi-judicial functions beyond their powers." *Mineral County v. State*,
23 117 Nev. 235, 243-244 (2001).

24 This Court must issue a writ of mandamus, or in the alternative, a writ of prohibition,
25 because there is no plain, speedy, and adequate remedy at law, and the State Engineer has failed
26 to take action and sustainably manage the groundwater basins surrounding the Humboldt River.



1 The State Engineer has a statutory duty to sustainably manage the groundwater basins within the
2 Humboldt River Basin, and ensure that junior groundwater use does not impact senior decreed
3 surface water rights, and must perform such duties prescribed by law.

4 **b. The State Engineer has failed in his statutory duty to manage groundwater in**
5 **the Humboldt River Basin sustainably, and is prohibited by law from granting**
6 **applications that conflict with a prior decree, senior water right, are detrimental**
7 **to the public interest, or where there is no water available at the proposed**
8 **source.**

9 The Nevada State Engineer has a duty to manage groundwater in a sustainable manner,
10 and cannot grant an application to appropriate water in the State of Nevada, if such appropriation
11 conflicts with a decree or senior water right, is detrimental to the public interest, or where there
12 is no water available at the proposed source. Chapter 533 of the Nevada Revised Statutes
13 governs the State Engineer's ability to grant a new or change application to appropriate water in
14 Nevada. Each time an application is made to appropriate new water, or change an existing right,
15 the State Engineer must perform a multi-step process to determine whether the application may
16 be granted.

17 NRS 533.370(2) sets the test the State Engineer is required to perform prior to granting
18 an application to appropriate water, and provides as follows:

19 [W]here there is no unappropriated water in the proposed source of
20 supply, or where its proposed use or change conflicts with existing
21 rights...or threatens to prove detrimental to the public interest, the
22 State Engineer shall reject the application and refuse to issue the
23 requested permit.

24 *See also, Redrock Valley Ranch, LLC v. Washoe County, 254 P.3d 641, 647 (2011).*

25 Similarly, NRS 533.371 governs the issuance of a temporary permit to appropriate water,
26 and states:

The State Engineer shall reject the application and refuse to issue a
permit to appropriate water for a specified period if the State
Engineer determines that:



1. The application is incomplete;
2. The prescribed fees have not been paid;
3. The proposed use is not temporary;
4. There is no water available from the proposed source of supply without exceeding the perennial yield or safe yield of that source;
5. The proposed use conflicts with existing rights; or
6. The proposed use threatens to prove detrimental to the public interest.

The State Engineer violated his statutory duties by allowing groundwater allocation within basins surrounding the Humboldt River where there 1) is no unappropriated water, 2) that conflict with existing rights, 3) that are detrimental to the public interest, and 4) that conflict with the Humboldt River Decree. Further, the State Engineer violated his statutory duties by finding that groundwater used for mining and milling is a temporary use of water, and is not appropriative.

1. The State Engineer violated his statutory duties by allowing groundwater allocation where there is no unappropriated water available.

The State Engineer cannot grant an application to appropriate water when there is no unappropriated water at the proposed source to fulfill the application. NRS 533.370(2). To make this determination, the State Engineer must assess whether there is "unappropriated" water available. *Id.* The amount of unappropriated water available is based on the perennial yield of the groundwater basin where application is sought. The term "perennial yield" is defined as:

The amount of usable water of a ground water reservoir that can be withdrawn and consumed economically each year for an indefinite period of time. It cannot exceed the sum of the Natural Recharge, the Artificial (or Induced) Recharge, and the Incidental Recharge without causing depletion of the groundwater reservoir. Also referred to as Safe Yield.¹²

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¹² NDWR Water Words, <http://water.nv.gov/programs/planning/dictionary/wwords-P.pdf> at 236.



1 Similarly, the Nevada Supreme Court has stated that “[t]he perennial yield of a hydrological
2 basin is the equilibrium amount or maximum amount of water that can safely be used without
3 depleting the source.” *Pyramid Lake Paiute Tribe of Indians v. Ricci*, 245 P.3d 1145, 1147
4 (2010). If granting an application to appropriate water causes the groundwater basin to exceed its
5 “perennial yield” then there is no “unappropriated water in the proposed source of supply” and
6 the “State Engineer shall reject the application and refuse to issue the requested permit.” NRS
7 533.370(2).

8 The Humboldt River Basin contains 34 groundwater basins, of which 23 are over-
9 appropriated. *Affidavit of Hodges, Exhibit 2*. Over-allocation of groundwater resources
10 surrounding the Humboldt River directly violates NRS 533.370(2), requiring the State Engineer
11 to deny applications to appropriate water when there is not enough water in the groundwater
12 basin to serve the application. In violation of his statutory duties, the State Engineer has granted,
13 and continues to grant applications to appropriate groundwater in excess of perennial yield, when
14 “there is no unappropriated water in the proposed source of supply...” *Id.*

15 **2. The State Engineer violated his statutory duties by allowing groundwater**
16 **pumping that conflicts with existing rights.**

17 The State Engineer cannot grant an application to appropriate water that conflicts with an
18 existing right. NRS 533.370(2). Pursuant to NRS 533.030, “[a]ll appropriation of water in the
19 State of Nevada for a beneficial use, is subject to existing rights.” Regarding groundwater, an
20 application can only be granted if “rights of holders of existing appropriations can be
21 satisfied...” NRS 534.110(5). The State Engineer cannot allow a new or changed appropriation
22 to conflict with another’s pre-existing water right of use. Allowing conflicting water use violates
23 both Nevada statutory law and the prior appropriation doctrine.¹³

24
25 ¹³ In 1885, the Supreme Court of Nevada firmly repudiated the common law riparian doctrine and confirmed that
26 prior appropriation is the law in Nevada. *Jones v. Adams*, 19 Nev. 78, 84-88, 6 P. 442 (1885). Once prior
appropriation became the law in Nevada, the prior appropriation doctrine required a claimant to show actual
physical diversion of water from its source with intent to apply the water to beneficial use within a reasonable time



1 PCWCD holds senior decreed surface water rights to the Humboldt River. Because its
2 rights are senior in priority to almost every other groundwater right within the Humboldt River
3 Basin, groundwater rights granted by the State Engineer with a priority date junior to that of the
4 District's decreed rights cannot conflict with the District's senior rights. Any "conflict" violates
5 NRS 533.370(2) and the prior appropriation doctrine.

6 The State Engineer has granted hundreds of permits to appropriate groundwater within
7 the Humboldt River Basin. *Affidavit of Hodges, Exhibit 7*. Upon consideration of each
8 application to appropriate water, the State Engineer is required to determine whether the
9 appropriation will conflict with existing rights. *See* NRS 533.370(2). The State Engineer
10 recognizes that groundwater pumping in the Humboldt River Basin is pulling water away from
11 the Humboldt River, making less water available to decreed surface water right holders. *Affidavit*
12 *of Hodges, Exhibit 7*.

13 While the State Engineer has historically not found that groundwater pumping conflicts
14 with surface water rights (*Affidavit of Hodges, Exhibit 5*), in recent years, the State Engineer has
15 denied some applications because "additional pumping would cause an increase in infiltration of
16 the surface water of the Humboldt River into the groundwater aquifer, thereby potentially
17 reducing river flow to the extent that it could conflict with existing decreed Humboldt River
18 water rights." *Affidavit of Hodges, Exhibit 4 at 11*. This inconsistent water resource management
19 demonstrates that while the State Engineer now recognizes that Humboldt River decreed
20 "existing rights" are negatively impacted by groundwater pumping, other applications were
21 granted to the detriment of decreed Humboldt River rights. This impact and conflict is something
22
23

24 _____ (Cont.)
25 to establish a possessory interest in water. *Application of Filippini*, 66 Nev. 17, 22 (Nev. 1949). Generally, an
26 appropriation of water relates back to the time when the first step to secure it was taken, if the work was prosecuted
with reasonable diligence. *Irwin v. Strait*, 18 Nev. 436, 436 (1884). Water allocation in the State cannot interfere
with earlier senior appropriations. *See generally, Desert Irrigation, Ltd. v. State*, 113 Nev. 1049, 1051 (1997). This
doctrine does not distinguish between groundwater and surface water.



1 the State Engineer should have taken into consideration before allowing the junior groundwater
2 use, and before allowing the basins to become over-appropriated.

3 Because junior rights continue to conflict with senior rights, the State Engineer violated
4 his statutory duties by approving the conflicting groundwater use, by allowing the groundwater
5 basins to become over-appropriated, and by allowing the groundwater use to continue when it
6 conflicts with the District's senior decreed rights. *See* NRS 533.370(2).

7 **3. The State Engineer violated his statutory duties by allowing groundwater**
8 **pumping that is detrimental to the public interest.**

9 The State Engineer cannot grant an application to appropriate water when such
10 appropriation is in detriment to the public interest. NRS 533.370(2). The State Engineer must
11 perform a public interest assessment prior to allowing any appropriation of water in the state. A
12 public interest determination requires the State Engineer to review both environmental and
13 economic interests in the area, and determine whether these interests are impacted. *See generally,*
14 *Pyramid Lake Paiute Tribe of Indians v. Washoe County*, 112 Nev. 743.

15 Humboldt River surface flows are being pulled away from the river, and being allocated
16 by groundwater users in the Basin. *Affidavit of Hodges, Exhibit 7*. This interconnection causes
17 great economic and environmental hardship to PCWCD and its constituents. With less water in
18 the river, the District's constituents are unable to produce viable crops in sufficient quantity to
19 justify continued agricultural use, something detrimental to both the economic and
20 environmental interests in the area. *Affidavit of Hodges* ¶ 8. These public interest factors should
21 have been taken into consideration by the State Engineer before allowing the over-appropriation
22 of the groundwater basins surrounding the Humboldt River.

23 The State Engineer violated NRS 533.370(2) by allowing groundwater use that is
24 detrimental to the public interest.

25 ///

26 ///



1 **4. The State Engineer violated his statutory duties by finding that**
2 **groundwater use for mining and milling is not appropriate, and issuing**
3 **permanent water rights.**

4 Similar to the above analysis, the State Engineer is required to assess temporary uses of
5 water pursuant to NRS 533.371. Under NRS 533.371, groundwater appropriations in conflict
6 with existing rights, that are detrimental to the public interest, and where there is no
7 unappropriated water available, are not allowed. Further, a statutory temporary change in use of
8 water cannot be granted for a period of more than one year. NRS 533.345. The State Engineer
9 also cannot grant a statutory temporary application to appropriate water when the use of water is
10 not actually a temporary use. NRS 533.371.

11 In the Humboldt River Basin, the State Engineer considers water used for mining and
12 milling to be a "temporary use" of water, and does not consider this use of water to be
13 appropriate. *Affidavit of Hodges, Exhibit 5 at 2.* Water used for mining and milling purposes,
14 among other uses, is used to "dewater" open pit mines, which use often continues for many years,
15 even after the mine ceases operations. Rather than issuing "temporary" permits for this use, and
16 conducting the necessary analysis under NRS 533.371, the State Engineer allows this
17 "temporary" use of water to continue indefinitely under a permanent water right. *See, Affidavit of*
18 *Hodges, Exhibits 9, 10.*

19 Even if the State Engineer were to issue the proper statutory temporary permit for mining
20 and milling use, his action would again violate Nevada law, because water used for mining and
21 milling is not a temporary use of water. *See NRS 533.371.* While the mines may not be in
22 operation forever, the effects the pit lakes created when the mine ceases to pump will hold water
23 open to the air and land surface, and out of the enclosed groundwater aquifer indefinitely. Also,
24 the State Engineer refuses to recognize the evaporative losses pit lakes create as an appropriation
25 requiring a water right. *See, Affidavit of Hodges, Exhibit 11 at 5.* The State Engineer violated
26 Nevada Law by issuing permanent water rights for mining and milling in the Humboldt River
 Basin, without considering the appropriate nature of such use.



1 **5. The State Engineer violated his statutory duties by allowing groundwater**
2 **pumping in conflict with a State issued court decree.**

3 In addition to the State Engineer's power over the approval of groundwater appropriation,
4 the State Engineer is an officer of the Court in its administration of Court issued State decrees.
5 The State Engineer must uphold State issued decrees, and ensure no interference occurs. NRS
6 533.0245 states:

7 The State Engineer shall not carry out his or her duties pursuant to
8 this chapter in a manner that conflicts with any applicable
9 provision of a decree or order issued by a state or federal court, an
10 interstate compact or an agreement to which this State is a party
for the interstate allocation of water pursuant to an act of
Congress.

11 As demonstrated above, the State Engineer has allowed numerous groundwater basins
12 surrounding the Humboldt River to become over-appropriated. This over-appropriation is now
13 pulling water away from the Humboldt River, thereby making less water available to
14 downstream senior water right users such as PCWCD. By allowing groundwater pumping to
15 impact Humboldt River Decree rights, the State Engineer is violating the Humboldt River
16 Decree, the very Decree he is charged to uphold, and in doing so, he also violates NRS 533.0245.

17 **c. The State Engineer has tools available to sustainably manage over-appropriated**
18 **groundwater basins and bring them back to perennial yield, including**
19 **designating a critical groundwater management area.**

20 The State Engineer, in violation of his statutory duties, has allowed the groundwater
21 basins surrounding the Humboldt River to become over-appropriated. The State Engineer has
22 statutory tools available to more effectively manage over-appropriated groundwater basins and
23 bring them back into perennial yield, and has a legal obligation to do so, for example designating
24 a critical groundwater management area. Pursuant to NRS 534.110(7), the State Engineer "may
25 designate as a critical management area any basin in which withdrawals of groundwater
26 consistently exceed the perennial yield." This designation gives the State Engineer additional
power to more effectively carry out groundwater basin management.



1 Upon designation as a critical management area, groundwater users within the designated
2 basin may petition the State Engineer for approval of a groundwater management plan. NRS
3 534.037(1). This plan, if approved, allows groundwater users to take steps to bring the basin
4 back to sustainability, and eventually remove the critical management basin designation. *Id.* If a
5 plan is not approved, and sustainability is not reached within 10 years, the State Engineer is then
6 required to curtail groundwater pumping. NRS 534.110(7)(b). "If a basin has been designated as
7 a critical management area for at least 10 consecutive years, the State Engineer shall order that
8 withdrawals, including, without limitation, withdrawals from domestic wells, be restricted in that
9 basin to conform to priority rights, unless a groundwater management plan has been approved
10 for the basin pursuant to NRS 534.037." *Id.* In other words, the designation allows groundwater
11 appropriators time to develop a plan to bring the basin back to sustainability, and alleviate
12 curtailment to the greatest extent possible.

13 By designating the over-appropriated basins surrounding the Humboldt River critical
14 groundwater management areas, the State Engineer can begin to develop a plan with the
15 groundwater users to bring the basins back to their sustainable yield. This in turn will begin to
16 ease the impact this over-appropriation has on the river, and the negative effect on the District's
17 senior decreed water rights. The State Engineer must use his statutory powers to correct his
18 previous violations of allowing the over-appropriation in the first place. If the State Engineer
19 does not use his statutory powers to bring the groundwater basins back to sustainability, he has
20 no choice but to curtail groundwater use by priority, and pursuant to the prior appropriation
21 doctrine.

22 Unless a plan is established by the State Engineer that will both eliminate the impacts of
23 junior groundwater appropriations to the District's senior surface water rights, the State Engineer
24 must curtail junior water rights by priority until basin equilibrium is met. As outlined above,
25 Nevada is a prior appropriation state, requiring all senior water rights be first met before later in
26 time rights. *See generally, Desert Irrigation, Ltd. v. State*, 113 Nev. 1049, 1051 (1997).



1 While the issue of curtailment under the prior appropriation doctrine has not yet been
2 reviewed by the Nevada Supreme Court, courts in other western prior appropriation states have.
3 For example, in *Clear Springs Foods, Inc. v. Spackman*, 150 Idaho 790 (2011), the Idaho
4 Supreme Court reviewed a decision of the Director of the Idaho Department of Water Resources
5 to curtail junior groundwater pumping in favor of senior surface water right. The issue arose due
6 to connection between the surface and groundwater sources. *Id.* at 794. The court ultimately
7 upheld the curtailment of junior rights, and stated that “[w]hen there is insufficient water to
8 satisfy both the senior appropriator's and the junior appropriator's water rights, giving the junior
9 appropriator a preference to the use of the water constitutes a taking for which compensation
10 must be paid.” *Id.* at 798. Further, the court reiterated its past position in stating
11 “[a]ny interference with a vested right to the use of water, whether from open streams, lakes,
12 ponds, percolating or subterranean water, would entitle the party injured to damages, and an
13 injunction would issue perpetually restraining any such interference.” *Id.* at 811; citing *Bower v.*
14 *Moorman*, 27 Idaho 162, 181 (1915).

15 Under a similar analysis, if a plan cannot be developed allowing the District access to its
16 decreed rights, currently being depleted by junior groundwater pumping, there is an absolute
17 legal right to curtailment. That being said, the District is open to any reasonable option, under the
18 State Engineer's statutory authorized tools that cures this interference, allowing the least harm to
19 junior groundwater pumping.

20 **d. The District has exhausted every remedy in an attempt to have its senior rights**
21 **served.**

22 The District owns and controls a substantial number of senior Humboldt River decreed
23 water rights. *See, Affidavit of Hodges, Exhibit 3.* In turn, the District and its constituents have a
24 great deal to lose should groundwater pumping be allowed that continues to deplete surface
25 water flows. The District has met with the State Engineer on multiple occasions to discuss
26 options and develop a plan to better manage the water resources within the Humboldt River



1 Basin, and to ensure the District receives its water, pursuant to the Humboldt River Decree. The
2 District has further provided the State Engineer with research, information, and data regarding
3 other states' methods, as well as data pertaining to the Humboldt River Basin. *See, Affidavit of*
4 *Hodges, Exhibit 6.* The District has made written requests for action by the State Engineer. *See,*
5 *Affidavit of Hodges, Exhibits 6, 8.* The District has asked for a written response to its requests.
6 *See, Affidavit of Hodges, Exhibit 8.* The State Engineer has made no response to the District's
7 requests, and has taken little action in response to the ongoing over-allocation of water in the
8 basin, in violation of the prior appropriation doctrine. *Affidavit of Hodges* ¶ 20. By making no
9 response, the District is deprived of the opportunity for an adequate and speedy legal remedy.

10 Historically, the State Engineer has not recognized the connection between surface and
11 groundwater sources; however, he now concedes that connection does exist between the two
12 water sources. *See, Affidavit of Hodges, Exhibits 4, 7.* In his January 2015 Humboldt River
13 workshop, the State Engineer provided a Glover analysis in an attempt to determine groundwater
14 pumping's effect on surface water flows. This simplified scenario used water wells capturing at
15 least 10% of their water from the Humboldt River, and ran the scenario over one (1) 180-day
16 irrigation season. It was determined that curtailment of groundwater pumping will place
17 additional water into the river. This solution did not take into consideration the years of pumping
18 that occurred prior the scenario, and did not take into consideration the effect of curtailment
19 moving forward more than a single irrigation season. The benefit of groundwater basin
20 sustainability will be greater when one takes into account the history and future of groundwater
21 pumping.

22 By failing to take any immediate action to bring the over-appropriated groundwater
23 basins surrounding the Humboldt River back to perennial yield, the State Engineer continues to
24 violate Nevada statutory code, and the prior appropriation doctrine. PCWCD has exhausted all
25 options and therefore, there is no other plain, speedy, and adequate remedy to bring the
26



1 groundwater basins back to perennial yield, and to eliminate the negative effect to the Humboldt
2 River.

3 **V. REQUESTED RELIEF**

4 The District has a beneficial interest in obtaining writ relief. The State Engineer has
5 granted groundwater applications in excess of perennial yield in the Humboldt River Basin, and
6 in violation of Nevada's statutory water code and the prior appropriation doctrine. Groundwater
7 pumping in the Humboldt River Basin is pulling water away from the Humboldt River, leaving
8 less water to serve decreed water right holders. PCWCD and its constituents hold some of the
9 most senior decreed rights to the Humboldt River, rights senior to most groundwater users. When
10 a junior water right captures water meant to serve a senior right, this action violates Nevada law
11 and the prior appropriation doctrine. The State Engineer has failed to take action to sustainably
12 manage groundwater as required under Nevada law.

13 This Court must issue a writ of mandamus, or in the alternative, a writ of prohibition
14 ordering the State Engineer to immediately take action and use any and all statutory available
15 tools in order to:

16 1) Bring all over-appropriated groundwater basins surrounding the Humboldt River back
17 to their perennial annual yield;

18 2) Eliminate the cone of depression caused by over-allocation of groundwater pumping
19 causing interference with surface water flows in the Humboldt River; and

20 3) Regulate water used for mining and milling pursuant to Nevada statutory code.

21 If the State Engineer fails to use his statutory powers to bring sustainability back to the
22 Humboldt River Basin groundwater aquifers, curtailment is necessary to achieve sustainability
23 pursuant to the prior appropriation doctrine.

24 ///

25 ///

26 ///



1 This Court should order Respondent to show cause before the Court, at a time and place
2 set by the Court, why he has not fulfilled his statutory duties established herein.

3
4 RESPECTFULLY SUBMITTED, this 2nd day of November, 2016.

5 SCHROEDER LAW OFFICES, P.C.

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7 

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Attorneys for PCWCD



EXHIBIT A

EXHIBIT A

IN THE OFFICE OF THE STATE ENGINEER

OF THE STATE OF NEVADA

#1251

ORDER

WHEREAS, Nevada Revised Statutes (NRS) § 534.120 provides that within an area that has been designated by the State Engineer where, in his judgment, the groundwater basin is being depleted, the State Engineer in his administrative capacity is empowered to make such rules, regulations and orders as are deemed essential for the welfare of the area involved.

WHEREAS, the State Engineer designated all or a portion of most groundwater basins within the Humboldt River Basin Hydrographic Region (4) as provided under the provisions of NRS § 534.030, by the following State Engineer's Orders:

<u>Basin</u>	<u>No.</u>	<u>S.E. Order</u>	<u>Date</u>
Marys River Area	042	837	02/14/1984
Starr Valley Area	043	867	07/10/1985
North Fork Area	044	744	05/28/1980
Lamoille Valley	045	869	07/18/1985
South Fork Area	046	870	07/18/1985
Huntington Valley	047	865	07/10/1985
Dixie Creek - Tenmile Creek Area	048	848	09/06/1984
Elko Segment	049	778	12/08/1981
Elko Segment	049	864	07/10/1985
Susie Creek Area	050	866	07/10/1985
Maggie Creek Area	051	863	07/10/1985
Marys Creek Area	052	868	07/18/1985
Pine Valley	053	862	07/10/1985
Crescent Valley	054	755	03/20/1981
Antelope Valley	057	276	08/05/1964
Middle Reese River Valley	058	276	08/05/1964
Lower Reese River Valley	059	739	03/27/1980
Whirlwind Valley	060	799	10/05/1982
Boulder Flat	061	799	10/05/1982
Clovers Area	064	700	12/30/1977
Pumpnickel Valley	065	1241	10/03/2014
Kelly Creek Area	066	536	05/09/1975
Little Humboldt Valley	067	1242	10/03/2014
Paradise Valley	069	408	10/22/1971
Winnemucca Segment	070	464	07/24/1972
Winnemucca Segment	070	534	05/06/1975
Winnemucca Segment	070	1246	11/24/2014
Grass Valley	071	464	07/24/1972
Grass Valley	071	1247	11/24/2014
Imlay Area	072	702	01/31/1978
Lovelock Valley - Oreana Subarea	073A	369	02/25/1969
White Plains	074	716	07/06/1978

WHEREAS, the State Engineer finds that it is in the public interest to ensure that the diversions of underground water in those designated groundwater basins comprising the Humboldt River Basin Hydrographic Region (4) are within the limits set forth in each water right permit, certificate or other authorization to divert groundwater.

WHEREAS, NRS § 534.110 provides that the State Engineer may require periodic statements of water elevations, water used, and acreage upon which water was used from all holders of permits and claimants of vested rights.

NOW THEREFORE, IT IS HEREBY ORDERED that all owners of underground water rights in the above described hydrographic basins, with the following exceptions, shall install and maintain, in accordance with manufacturer's specifications, a totalizing meter in the discharge pipeline near the point of diversion by **February 1, 2016**. Additionally, all wells drilled after **February 1, 2016**, shall be subject to this requirement.

EXCEPTIONS:

1. Those wells drilled for domestic purposes as defined by NRS § 534.013.
2. Those wells drilled for stockwater purposes, unless otherwise required by the terms of the permit or certificate.
3. Those wells with a total authorized withdrawal that does not exceed five acre-feet annually, unless otherwise required by the terms of the permit or certificate.

IT IS FURTHER ORDERED that within thirty days of installation, each owner who installs a totalizing meter in accordance with this order shall file with the State Engineer a report of installation on the form provided by the Nevada Division of Water Resources.

IT IS FURTHER ORDERED that once the totalizing meter is installed, monthly records shall be kept of the amount of water pumped from each well subject to this order, and the records shall be submitted to the State Engineer within 15 days after the end of each calendar quarter, or more frequently if required by the terms of the permit or certificate.

IT IS FURTHER ORDERED that:

1. Each water right owner shall expeditiously correct totalizing meter failure or deficiencies in metering equipment or installations that cause the meter to fail to meet the requirements of this order.
2. The State Engineer may authorize the temporary estimation of the amount of water pumped during the time period required to repair a non-functional totalizing meter. Estimation of the amount of water pumped must be based upon the number of hours the pump was operated, multiplied by the well discharge diversion rate. This estimation must be submitted to the State Engineer in the

form of a sworn affidavit from the water right owner, but is in no way a direct substitute for a totalizing meter installed in the discharge pipeline.

3. Each water right owner shall provide access to the totalizing meter by State Engineer staff without prior notice for reading and inspection.
4. Any tampering with a working totalizing meter, *i.e.*, reprogramming, such that the totalizing meter provides a false measurement is prohibited. If upon inspection, the State Engineer finds discrepancies between the totalizing meter reading and actual discharge from the well, an independent certification of the flow measurement may be required at the expense of the water right holder.

 P.E.

JASON KING, P.E.
State Engineer

Dated at Carson City, Nevada this

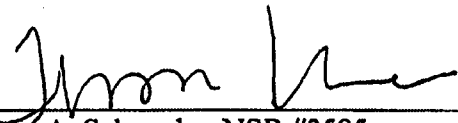
5th day of February, 2015.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on November 2, 2016, I caused a copy of the forgoing **NOTICE OF**
3 **MOTION and MOTION FOR LEAVE TO AMEND PETITION FOR WRIT OF**
4 **MANDAMUS, OR IN THE ALTERNATIVE, WRIT OF PROHIBITION** to be served via U.S.
5 mail from the state of Nevada on the following parties:

6 Nevada Attorney General's Office
7 Attn: Justina A. Caviglia
8 100 North Carson Street
9 Carson City, NV 89701

10 Dated this 2nd day of November, 2016.

11 
12 _____
13 Laura A. Schroeder, NSB #3595
14 Therese A. Ure, NSB #10255
15 440 Marsh Ave.
16 Reno, Nevada 89509-1515
17 PHONE: (775) 786-8800, FAX: (877) 600-4971
18 counsel@water-law.com
19 Attorneys for PCWCD
20
21
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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Professional Services Agreement (PSA) with Lumos and Associates for design of the Exit 298 Lift Station and Sewer Force Main Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **At the January 8, 2018 City Council meeting, Council directed Staff to negotiate a Professional Services Agreement with Lumos and Associates and bring that agreement back to City Council for final approval. RL**
6. Budget Information:

Appropriation Required: \$250,000.00
Budget amount available: \$250,000.00
Fund name: Sewer/WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposal from Lumos and Associates and PSA**
9. Recommended Motion: **Move to approve the PSA with Lumos and Associates for design of the Exit 298 Lift Station and Sewer Force Main.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Lumos and Associates**

Engineering & Development		Per Hour
Group Manager		\$215
Project – Senior Project Manager		\$175-\$185
Staff - Project - Senior Engineer		\$135-\$145-\$155
Administrative & Other Services		Per Hour
Administrator		\$75
Clerical		\$65
Mileage (per mile)		\$0.70

- Per Diem (standard GSA rates), lodging, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

MEMORANDUM

DATE: January 31, 2019

TO: City of Elko (Attn: Ryan Limberg, Utilities Director)

FROM: Lumos & Associates, Kristin Tokheim, P.E.

SUBJECT: Preliminary Project Schedule for City of Elko Exit 298 Lift Station and Sewer Force Main Project

The preliminary project schedule presented below is for design services associated with the City of Elko Exit 298 Lift Station and Sewer Force Main Project as defined in the Proposal for Engineering Design Services provided by Lumos & Associates, Inc. dated January 31, 2019.

Task	Date
Project Kick Off	February 13, 2019
Data Request to City	February 15, 2019
Complete Topographic Survey and Base Mapping	March 29, 2019
Complete Geotechnical Investigation	March 29, 2019
Submit Preliminary Engineering Report to City	April 12, 2019
City Review Comments / Review Meeting (2 weeks)	April 26, 2019
Submit Final Preliminary Engineering Report to City	May 10, 2019
Submit 60% Plans to City	May 24, 2019
City Review Comments / Review Meeting (2 weeks)	June 7, 2019
Submit 90% Plans and Specs to City	June 28, 2019
City Review Comments / Review Meeting (2 weeks)	July 12, 2019
Submit Final Plans and Specs to City and NDEP	July 31, 2019



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Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

January 31, 2019

LA18.704

Ryan Limberg, Utilities Director
City of Elko
1751 College Avenue
Elko, Nevada 89801

Subject: Proposal for Engineering Design Services – City of Elko Exit 298 Lift Station and Sewer Force Main Project

Dear Ryan:

Lumos & Associates, Inc. is pleased to provide you with this proposal for engineering and related services for design of the City of Elko Exit 298 Lift Station and Sewer Force Main Project.

Project Understanding

The Exit 298 Lift Station and Sewer Force Main Project is being planned by the City of Elko to handle existing and future sewer flows for commercial, industrial, and residential land use areas within the designated sewer collection area in the vicinity of Interstate 80 and Exit 298. Currently, there is only one (1) potential user of this system, the Golden Gate Petroleum Truck Stop located near the Exit 298 Interchange. A number of additional existing developments will be required to connect to the system upon completion of the lift station and force main, and once additional sanitary sewer infrastructure in the area is constructed. These developments include the Swire Coca-Cola Distribution Center, Coach USA and Komatsu. The real potential for users of the system, are the many acres of undeveloped land located north of Interstate 80 in the vicinity of Exit 298. The lift station and sewer force main construction will need to be phased to handle sewer flows through buildout of the sewer collection area and the design will need to incorporate this phased approach.

The City has requested a proposal from Lumos & Associates, Inc. (Lumos) to provide the engineering services associated with design of the new lift station and force main. The following scope of services has been developed to assist the City with the project.

Scope of Services

Task 1 – Survey

Lumos will retain High Desert Engineering to perform the survey subtasks outlined below.

Task 1.1 – Topographic Survey and Base Mapping

A project base map will be created using ground collected survey field shots. Field shots will be obtained at all critical locations including edge of roadway, curb and flow line elevations, surface evidence of utilities, storm drain features (with inverts), buildings, fences, walls and all other man-made improvements, along with topographic features. A digital terrain model will be generated using the survey data collected.

Control for the project will be referenced to the Nevada State Plane Coordinate System, East Zone, NAD83, using the local combined scale factor established by the City of Elko. The vertical datum for the project will be referenced to NAVD88.

Task 1.2 – Boundary and Right-of-Way Research

Boundary, easement and right-of-way information will be established based on field surveys and accepted boundary principles. Boundaries, easements and rights-of-way will be included in the base mapping for the project.

Task 2 – Preliminary Engineering Report

A preliminary engineering report will be prepared to evaluate the sizing, alternatives, timing and phasing for the proposed lift station and sewer force main(s). Sewer flow projections prepared by City of Elko will be reviewed and adjusted as necessary considering land use areas, zoning, and densities in the sewer collection area. Alternative force main alignments will be provided based on base mapping and research performed under Task 1. Available capacity in the gravity sewer system upstream of the Elko Water Reclamation Facility will also be assessed to identify potential tie-in locations for the sewer force main(s).

A draft preliminary engineering report will be submitted to the City for review and will include preliminary design recommendations and budgetary cost estimates based on the evaluations described above. Once the City has provided comments, Lumos will incorporate the comments into a final preliminary engineering report. As part of this preliminary engineering report, Lumos will coordinate with the City to verify preferences and obtain their input to ensure the design alternatives evaluated and recommendations meet the needs of the City.

Lumos will retain High Desert Engineering and Pre-Construction Services Group (PCSG) to assist with force main alignment alternatives and budgetary cost estimates, respectively.

Task 3 – Geotechnical Investigation

The geotechnical investigation will consist of approximately twelve (12) test pits within the shoulder of West Idaho Street along the proposed force main alignment at approximately 1,000 foot intervals. The test pits will be excavated to a depth of between five (5) and fifteen (15) feet, or practical refusal, whichever is shallower. Lumos will also have a 20-40 foot deep boring (or to refusal, whichever is shallower) excavated at the proposed lift station site. Lumos will collect samples of each soil type encountered or at regular intervals at each excavation. We understand Lumos will provide the excavation services, traffic control, and notifications for USA DIG clearance (NDOT permit may be needed for test pits).

Lumos proposes to provide laboratory testing on the samples collected. Additionally, Lumos will perform engineering analyses and calculations and develop a report that will discuss the site conditions, field and laboratory test data, and conclusions and recommendations from a geotechnical perspective. The Geotechnical Investigation will be supervised by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Borings and test pits
- Logging of all Soil Profiles Based on USCS

- Water Table Measurement, if encountered
- Standard Penetration Testing at the Boring

Laboratory analysis may include:

- Moisture Content/Unit Density
- Atterberg Limits
- Grain size Analysis (including fines content)
- Moisture Density Curve
- pH, Soluble Sulfate, Resistivity
- Direct Shear
- Expansion Index
- Consolidation
- R-Value

Report, Recommendations, and Conclusions:

- Exploration Logs
- Soil Types and Classification
- Laboratory Test Results
- Seismic Parameters to Include IBC Soil Profile Type
- Geotechnical Discussion
- Site Grading Recommendations (site preparation, suitability of site soils for engineered fill)
- Bearing Capacity, Settlement, and Minimum Depth for Foundations and Subgrade Preparation for Slab-on-Grade
- Modulus of Subgrade Reaction (K-Value)
- Shear Strength Parameters of Site Soils
- Coefficient of Friction of Site Soils
- Lateral Earth Pressures (active, passive, and at rest) and Drainage Recommendations for Short Retaining Structures
- Foundation Recommendations (groundwater affects and remedial earthwork recommendations, if warranted)
- Soil Corrosivity toward Steel and Concrete
- Asphalt Concrete and Gravel Pavement Sections
- Groundwater Level, if encountered

The geotechnical investigation does not include any soil and/or groundwater contamination evaluations. It is assumed that any permits required to conduct the field investigation and/or tests and that access to the property will be granted to our Field Engineer and our drilling and excavation subcontractors.

Task 4 – Lift Station and Force Main Design

This task includes preparation of civil, mechanical, and electrical construction plans and specifications for the proposed lift station and sewer force main improvements. The plans will show future phases of improvements required to expand the lift station to buildout. Lumos will retain qualified sub-consultants to assist with the design as follows:

- High Desert Engineering will prepare the design of the sewer force main and will handle local agency coordination as required at each design stage.

- I&E Electrical will prepare the electrical and controls design and coordination with the electrical utility as described under Task 5.
- PCSG will provide cost estimates and constructability reviews at each design stage.

Design review submittals will be provided to the City at specific levels of completion outlined in the subtasks below. Reproduction expenses will be billed under the reimbursable task.

Task 4.1 60% Design Plans

The 60% submittal to the City will include plans and cost estimates incorporating City comments from the Preliminary Engineering Report under Task 2. The plans will be prepared on 24"x36" format sheets at a standard engineering scale.

Task 4.2 90% Design Plans and Specifications

The 90% submittal to the City will include plans, specifications, and cost estimates incorporating City comments from the previous deliverable. It is assumed that the City will provide the Division 00 contract specifications with Lumos generating all other specifications. The plans will be prepared on 24"x36" format sheets at a standard engineering scale.

Task 4.3 Final Design Plans and Specifications

The final submittal to the City will include plans, specifications, and cost estimates incorporating City comments from the previous deliverable. It is assumed that the City will provide the Division 00 contract specifications with Lumos generating all other specifications. The plans will be prepared on 24"x36" format sheets at a standard engineering scale and will include the following sheets:

- Title sheet with notes, locations, and vicinity maps;
- Horizontal and vertical control sheet;
- Site plan and/or index sheet(s) indicating location of improvements;
- Plan and profile plans of sewer force main;
- Plan and section views of lift station;
- Detail sheets with construction details and piping connections;
- Traffic control plans;
- Electrical and controls sheets.

Final plans and specifications will also be submitted to Nevada Division of Environmental Protection (NDEP) Bureau of Water Pollution Control (BWPC) for review and approval.

Task 5 – Electrical and Controls Design

Lumos will retain I&E Electric to perform the electrical and controls design and utility coordination as outlined in the subtasks below.

Task 5.1 Design Plans and Specifications

I&E Electric will provide the electrical and controls design for the lift station including provisions for future expansions. The electrical and controls design services will include preparation of one line diagrams for power, lighting calculations and plans, and process and instrumentation diagrams. Construction documents and specifications developed by I&E Electric for the electrical and controls design will be incorporated into the deliverables outlined in Task 4.

Task 5.2 NV Energy Coordination

Under this task, I&E Electric will coordinate with NV Energy and the City for a new electrical service at the lift station site, considering provisions for future expansions, and will prepare the required NV Energy application.

Task 6 – NDOT and UPRR Coordination/Permitting

Lumos will retain High Desert Engineering to assist with the permitting subtasks outlined below.

Task 6.1 – NDOT Coordination

Nevada Department of Transportation (NDOT) Right-of-Way plans will be necessary prior to construction for any portion of the sanitary sewer force main(s) and other related improvements located within the NDOT Right-of-Way. This task includes coordination and pre-application meetings with NDOT during the design process and incorporation of NDOT design requirements into the plans. This task does not include preparation of separate color coded plans or permit applications to NDOT as it is understood that the construction timeline is beyond the NDOT permitting period and will be addressed at a later date.

Task 6.2 – UPRR Permitting

Depending on the selected alignment for the proposed sanitary sewer force main(s), an encroachment and/or crossing of the Union Pacific Railroad (UPRR) may be required. This task includes preparation and submission of all necessary applications and plan sets for permitting and approvals from the UPRR. This task also includes coordination meetings with UPRR and all responses to UPRR comments during the permitting process. If UPRR permitting is not required, this portion of work will not be billed.

Task 7 – Easement Preparation

New and/or amended easements may be necessary based upon whether or not existing Right-of-Way or easements are available for the lift station and force main improvements. Once the force main alignment is selected and the required space for the lift station site is developed, the need for new easements can be determined. If necessary, High Desert Engineering, in coordination with Lumos, will prepare legal descriptions and exhibits depicting the horizontal location of the proposed improvements across the properties in question. It will be the City's responsibility to prepare the legal documents to create the easement and negotiate the execution with the property owners. This task will only be utilized in the event that new or amended easements are necessary. An estimated budget per easement document is provided in the fee estimate below.

Task 8 – Meetings

Under this task, Lumos and the design team will attend meetings and/or participate in conference calls with the City to kick off the design project and discuss review comments at the various design stages. In-person meetings will be scheduled on an as needed basis as the budget allows or at the request of the City. This task will be billed on a time and materials basis with an estimated budget provided in the fee estimate below.

Task 9 – Direct Expenses / Reimbursables

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

schedule.

Assumptions / Exceptions

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

- City will provide sewer flow projections for review and validation by Lumos.
- City will provide identification of sewer collection area to be served through buildout.
- City will provide available record drawings of existing utilities and historical flow information for the City Water Reclamation Facility as needed to identify potential tie-in locations.
- Electrical panels and other above-grade equipment at the lift station site will be designed for outdoor installation; scope excludes structural design for an equipment building.
- Scope excludes bidding assistance, construction administration, and construction inspection/testing at this time.
- Scope excludes design of existing utility relocations.
- Scope excludes environmental, historical, or archaeological investigations.
- City will pay for all fees associated with permitting and applications.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Survey	
Task 1.1	Topographic Survey and Base Mapping	\$18,300
Task 1.2	Boundary and Right-of-Way Research	\$3,300
Task 2	Preliminary Engineering Report	\$25,600
Task 3	Geotechnical Investigation	\$37,000
Task 4	Lift Station and Force Main Design	
Task 4.1	60% Design Plans	\$47,500
Task 4.2	90% Design Plans and Specifications	\$21,900
Task 4.3	Final Design Plans and Specifications	\$14,800
Task 5	Electrical and Controls Design	
Task 5.1	Design Plans and Specifications	\$54,800
Task 5.2	NV Energy Coordination	\$5,500
Task 6	NDOT and UPRR Coordination/Permitting	
Task 6.1	NDOT Coordination	\$3,400
Task 6.2	UPRR Permitting	\$2,200
Total:		\$234,300
Task 7	Easement Preparation (per document)	\$1,800
Task 8	Meetings (T&M est.)	\$13,900
Task 9	Direct Expenses / Reimbursables	T&M


Tasks 1 through 6 are fixed fee; Task 7 is a cost per easement document; and Tasks 8 and 9 are time and materials. Task 8 includes a budget estimate for your use. Lumos will be happy to amend

this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

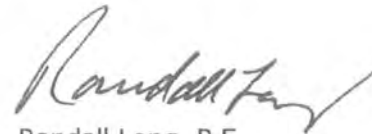
If this proposal is acceptable, please provide your Contract for execution. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 45 days in accordance with the agreement for professional services between Lumos and the City. Accounts over 45 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Russell".

Tim Russell, P.E.
Group Manager, Engineering Division

A handwritten signature in blue ink, appearing to read "Randall Long".

Randall Long, P.E.
Chief Operating Officer

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: WRF – Exit 298 Lift Station

THIS AGREEMENT, made this 13th day of February, 2019, between the **CITY OF ELKO**, a political subdivision of the State of Nevada, hereinafter referred to as "City," and **Lumos & Associates, Inc.** of **Carson City, NV**, hereinafter referred to as "Consultant."

RECITALS

1. The City desires to obtain professional consulting services for the following project: **WRF – Exit 298 Lift Station and Force Main**, hereinafter referred to as the "Project."
2. The City requires certain professional design services in connection with the Project, hereinafter referred to as "services."
3. Consultant is able and desires to perform such professional services as may be required by City upon the terms and conditions set forth in this Agreement.
4. The budget for the project as developed by City and acknowledged by Consultant is Two hundred fifty thousand Dollars (\$250,000.00).
5. Consultant has made site inspections, consulted with the City and is fully acquainted with the requirements and scope of work of the Project.

THEREFORE, City and Consultant, for and in consideration of Consultant's compensation to be paid by City to Consultant as provided below, and in further consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE I **GENERAL PROVISIONS**

Section 1.1 Consultant agrees to perform all of the professional services in connection with the Project and comply with the terms and conditions set forth in this Agreement, which shall be performed in a diligent manner in accordance with the highest standards of consultant professionals, and shall provide City and the

contractor with any information and documents required by them in order that there shall be no delay in the Project.

Section 1.2 The parties understand and agree that this Agreement is for employment of professional services, and Consultant agrees not to assign or transfer its interest in this Agreement. Consultant agrees not to delegate to those outside Consultant's firm the duties required to be performed under this Agreement, except that Consultant shall have the right to engage other qualified consultants, architects, engineers, and draftspersons to assist in the preparation of the required work. Consultant represents that at least one principal member of Consultant's firm shall be licensed to practice in the State of Nevada for the entire term of this Agreement. Consultant further agrees that if, at any time after the commencement of the services under this Agreement, the firm shall cease to be engaged in licensed engineering, architect or other professional practice in the State of Nevada or otherwise shall be unable to perform the duties under the Agreement, or if any of the principal members of the firm shall die or become insolvent, City will then have the right and option to terminate this Agreement and the employment of Consultant under this Agreement. In the event of such a termination, Consultant shall be compensated for services performed to the date of such termination in accordance with the provisions of Article X of this Agreement.

Section 1.3 All time limits stated in this Agreement are of the essence.

Section 1.4 Consultant, in designing the Project, shall use his best professional efforts to take into consideration the Project's relation to community interests and adjacent developments, and its environmental impact. To this end, Consultant shall assist City in making reports and presentations in connection with these aspects of the Project to all state and local public agencies having jurisdiction and/or other community or related interest groups.

Section 1.5 City reserves the right to employ other engineers and consultants in connection with the Project.

Section 1.6 City will have the right to disapprove any portion of Consultant's services on the Project, including, but not limited to, schematic design studies, design studies and construction documents for any reason, including, but not limited to, aesthetics, or because, in City's opinion, the construction cost is likely to exceed the maximum construction budget for the Project.

Section 1.7 All site work shall be on the NAD 83 Nevada East Zone 2701 Ground coordinate system for integration into the City of Elko's drawing database.

Section 1.8 Redesign Responsibilities - The DESIGN PROFESSIONAL shall be required to make necessary corrections at no cost to the City of Elko when the designs, drawings, specifications, or any other items or services under this Agreement contain errors, deficiencies, inadequacies, or do not meet minimum requirements of local, state and federal agencies and OSHA standards.

ARTICLE II **CONSULTANTS**

Section 2.1 Unless specifically directed otherwise by City, Consultant shall, subject to City's prior written approval of the same, retain and administer the work of all necessary outside consultants.

Section 2.2 Consultant shall review the work of all outside consultants engaged by him for the Project and shall certify to City that this work is complete and meets Consultant's requirements.

Section 2.3 Consultant will coordinate and cooperate with any and all other consultants retained directly by City. Consultant shall coordinate the work of his own outside consultants. Consultant shall certify to the best of his knowledge and belief that any work performed by City's consultants is complete and meets Consultant's requirements, and Consultant shall notify City if any such work performed by City's other consultants is not satisfactory and/or is incomplete when compared to Consultant's requirements.

ARTICLE III **CONSULTANT'S BASIC SERVICES**

Section 3.1 The services to be rendered by Consultant as provided in this Section shall constitute and collectively be called the "Basic Services" (see Exhibit 1 – Lumos Proposal). City authorizes Consultant to proceed with that portion of the Basic Services as required by the preliminary site planning and schematic design phase. No other services shall be undertaken by Consultant and City will not incur any liability for fees or expenses to Consultant for such services, unless and until City gives Consultant a separate written approval to proceed with each successive phase of the services provided for in this Agreement. Upon receipt of each approval, Consultant shall perform the

services provided for in the phase as set forth and described in this Agreement.

Section 3.2 Consultant's Basic Services shall include all the necessary professional disciplines required by the nature of the Project. Consultant shall also prepare and supply to City cost estimates as further defined in this Agreement, so as to assist City in all possible ways in connection with City's efforts to prevent the total cost of the Project from exceeding the maximum construction budget.

Section 3.3 Any and all consultants retained by Consultant for basic services have been listed in the SOQ and are approved by the City.

Section 3.4 The professional services of Consultant shall be performed in accordance with the phases set forth in this Agreement.

Section 3.5 Phase I - Preliminary Site Planning and Schematic Design Phase. Professional services to be performed by Consultant under this phase shall include, if applicable, but not be limited to the following:

1. Examination of the site and surrounding area by the Consultant;
2. Study of all codes, ordinances, rules, orders, regulations and statutes affecting the Project, including, but not limited to, fire and safety codes, and adherence to these matters in the performance of all phases of Consultant's professional services under this Agreement and in the preparation of the Contract documents to be supplied under this Agreement;
3. Determination of availability of utility facilities and recommendations covering electric power, gas, water, sewage disposal and storm and sanitary drainage systems;
4. Recommendation for electrical systems for the Project. These recommendations shall be substantiated by comparative feasibility and economic studies;
5. Preparation of an engineering analysis based upon subsurface conditions to determine the practical alternate solutions for foundations;
6. Preparation of schematic designs, site plans, presentation

renderings in color, and site model or models as required by City to understand Consultant's design concepts;

7. Preparation of preliminary construction cost estimates to establish the estimated maximum construction cost.
8. Preparation of preliminary drawings at a suitable scale accessible to City, including, but not necessarily limited to utility layouts, materials, mechanical systems and equipment, and any additional documents required for purposes of clarity.

In each instance of required submittals, 3 copies of all schematic design studies shall be submitted to City for approval. Phase I shall terminate upon written approval by City of all Phase I services of Consultant.

Section 3.6 Phase II - Design Development Phase. The design development phase shall commence upon written approval by City of all Phase I submissions and services and written authorization for Consultant to proceed, and shall terminate upon written approval by City of all Phase II submissions and services. Phase II professional services shall consist of preparation by Consultant of design development plans. The design development studies shall include, but not be limited to, the following:

1. A site plan showing all buildings in relation to final grades with all proposed connections to existing or proposed roads and utilities. Landscaping shall be blocked in;
2. Electrical and mechanical systems presented in preliminary and one line diagram form;
3. Plans and specifications describing construction materials and systems in reproducible form acceptable to City; and
4. Consultant shall supply the City for review purposes complete sets of prints or plans and specifications as City may require. All plans and specifications submitted to the City for approval shall be in conformance with OSHA standards, the applicable laws, statutes, zoning ordinances, building codes and regulations of all city, county, state and federal agencies having jurisdiction over the work, and shall bear all necessary stamps of approval.

In each instance of required submittal, 3 copies of all design development studies shall be submitted to City by Consultant for approval and shall not be deemed to have been accepted until City has notified Consultant in writing.

Section 3.7 Phase III - Construction Documents Phase. The Construction Documents phase shall begin on the written approval of the City of all design development studies and other Phase II services and written authorization to Consultant to proceed, and shall terminate on the approval by City of the Construction Documents and all other Phase III services. The professional services under Phase III shall include, but not be limited to, the following:

1. The preparation by Consultant of any and all Construction Documents, which shall describe and delineate the Project and shall be in such detail as is necessary to permit complete construction of the Project. The Construction Documents shall include the following:
 - a. Work drawings;
 - b. Site, including results of all subsurface soil investigations, existing grades, new final grades, paving, curbs, utility structures, planting and lawns;
 - c. Mechanical
 - d. Electrical instrumentation.
2. Complete specifications which shall describe the scope, materials and quality of workmanship;
3. General conditions and special conditions;
4. Proposal forms and bidding information. In each instance of required submittals, 3 copies of the Construction Documents shall be submitted to City by Consultant for written approval. Upon approval, Consultant shall provide City with one set of reproducible working drawings and 3 sets of specifications, as a part of the basic services under this Agreement. Additional sets of drawings and specifications shall be provided, at cost, if requested by City; Consultant shall file all these documents and required revisions as needed with local authorities to produce plans and specifications acceptable by OSHA standards, local building standards, codes and ordinances;
5. N/A - During the bidding period and process, Consultant shall

provide the following:

- a. Assist City in obtaining and analyzing proposals from contractors and in awarding and preparing the construction contract;
 - b. Interpretation of Construction Documents when requested by prospective bidders;
 - c. Preparation and issuance to prospective bidders of addenda, amendments and/or supplementary drawings required for clarification;
 - d. Attend bidder's meetings as requested by City; and
 - e. Attend bid openings as requested by City to assist in analysis of bids and in recommendations and reports on disposition of bids and awards.
6. **N/A** - If the lowest bona fide bid exceeds the maximum construction costs established in writing by City, City may, at its election, do one of the following:
- a. Give written approval of an increase in the fixed limit;
 - b. Authorize rebidding the Project within a reasonable time; and
 - c. Cooperate in revising the Project scope and quality as required to reduce the construction cost.

If City elects (a) above, Consultant shall not be entitled to any increase in his fee for basic services because of the approved increase in the maximum construction cost. If City elects (c) above, Consultant, without additional charge, and as part of the basic services under this Agreement, shall modify the drawings, plans and specifications as necessary to bring the construction cost within the fixed limit. The providing of this service shall be the limit of Consultant's responsibility in this regard.

N/A - Section 3.8 Phase IV - Administration of Construction Contract Phase. Phase IV shall commence on written notice to Consultant from City indicating City's authorization to so proceed and shall terminate upon final acceptance of the Project by City. Engineer's Phase IV professional services shall include, if applicable, but not be limited to, the following:

1. Consultant shall review and approve all shop drawings, materials, samples, schedules and colors submitted by the contractor.

Consultant shall act expeditiously in its review indicating changes where necessary. Consultant shall assemble and submit to City all manuals, brochures and drawings needed for operation and maintenance of the Project. Consultant shall assemble all written guarantees, affidavits and releases from the contractor, subcontractors and subordinate subcontractors for delivery to City as required by the Construction Documents;

2. Consultant shall prepare and distribute to all appropriate persons, any necessary bulletins, drawings, supplemental specifications, etc., necessary to clarify or supplement the Construction Documents throughout Phase IV;
3. Consultant shall interpret drawings and specifications as necessary and in a timely manner in order that the requirements of contract documents shall be faithfully carried out. Consultant will keep City informed of the progress of the work. Consultant shall not accept any work which fails to conform to the Construction Documents;
4. Consultant shall request and promptly review proposals for changes in the work, make recommendations to City, and, upon written authorization from City, promptly issue change orders in conformance with the requirements of the Construction Documents. No changes shall be made to the original copies of the Construction Documents. All changes to drawings shall be made on reproducible copies of the original drawings. Such revisions shall be clearly indicated and a current revisions date shall be included on the reproducible copy. Changes to specifications shall be made by consecutively numbered and dated addenda;
5. Consultant, if requested by City, shall prepare all requests for change estimates. Change estimates shall be reviewed by Consultant and approved, if requested by City;
6. Consultant and his consultants shall make bi-monthly or more frequent, as may be required by City, visits to the Project site to inspect construction activities, render decisions in the field and interpret drawings. On the basis of Consultant's observations, Consultant shall guard City against defects and deficiencies in the work and review the general quality of construction for reasonable conformance with the Construction Documents. Consultant shall

submit periodic written reports, as may be and as often as shall be required by City, on the progress of construction with recommendations as to materials, manpower and quality of work. These bi-monthly or more frequent periodic visits on a regularly scheduled basis are part of the basic services during Phase IV;

7. In cases of apparent conflict in the work caused by two or more trades working side by side or close together, Consultant shall work with the contractor to resolve such conflict, including the resolution of any problems indicated on the coordinated mechanical composite shop drawings prepared by the contractor(s). Consultant shall use his best professional efforts in resolving such conflicts to the end that no additional cost shall accrue to City;
8. Consultant and his consultants (as and when required by City) shall attend meetings in the field, as regular job meetings, on a bi-monthly basis, or more often, as may be required by City;
9. Consultant shall coordinate the activities of his consultants;
10. Consultant shall assist City in obtaining temporary and permanent certificates of occupancy for the Project;
11. Consultant shall receive the contractor's requisitions for payment, and Consultant will determine the amounts owing to the contractor and will issue certificates for payment in the amounts. These certificates will constitute a representation to the City, based on Consultant's determination and the data comprising the requisitions for payment, that the work has progressed to the point indicated. By issuing a certificate of payment, Consultant represents to City that the quality of work is in accordance with the Construction Documents. Consultant shall conduct observations to determine the date of substantial completion and issue a final certificate of substantial completion, prior to City's acceptance of the work. Consultant shall also issue, prior to City's final acceptance of the work, a list of observed items, materials or systems for replacement or additional work by the contractor, and shall compile, in conjunction with the City, a final "punch list" prior to final acceptance and payment to the contractor, and shall then notify City of punch list corrections. Consultant shall conduct inspections to determine the date of final completion and issue a final certificate for payment

when due, and have the contractor obtain and submit the written guarantees and releases required;

12. Consultant shall collect from the contractor, confirm the accuracy and completeness of the "as built" drawings and deliver two (2) sets (one paper and one electronic) to City upon completion of the Project; and
13. Assuring that the contractor maintains an up-to-date set of record drawings reflecting "as-built" conditions of the work at all times.

ARTICLE IV

RESIDENT FIELD SUPERVISION

Section 4.1 If required by City, as part of additional services, Consultant shall furnish one or more qualified engineer field supervisors who shall be stationed at the Project site for the duration of the Project and who shall be assisted by technical specialists as required. The Project site supervision shall include, but not be limited to, attention to all disciplines listed in Section III of this Agreement.

Section 4.2 Subject to prior approval by City of the individual so chosen, the resident field supervisor(s) shall be selected, employed and directed by Consultant and his services reimbursed for in accordance with Section VII.

Section 4.3 The duties of the resident field supervisor(s) shall include, but not be limited to, the following:

1. Inspection of all work to determine the progress, quality, quantity and conformance of the work with the requirements of the Construction Documents;
2. Issuing of field orders as directed by City;
3. Compliance with contractor's safety measures for protection of persons and property;
4. To advise City of problems, such as strikes, delays in receipt of materials, etc., which may affect the construction schedule;
5. Participation in job coordination meetings with the City, Consultant

and the contractor;

6. Maintaining a periodic record of construction progress as directed by City and submitting daily construction progress reports to City;
7. Coordination with local agencies and City's architectural/engineering department, as may be requested by City;
8. Verification of contractor's statement of quantities of materials priced on a unit cost basis; reimbursable field costs of the contractor, if any, for authorized overtime and time and material work; and amount of construction "work in place" completed each month for purpose of the contractor's request for payment;
9. Performance of such other related duties which are reasonably within the scope of this Agreement as may be required by City; and
10. Consultant's field supervisor shall keep and make readily available, a daily diary noting the following, but not limited to, weather, work activities performed, daily pay amount, major events (i.e., accidents, emergencies and form failure), important phone calls, conversations, discussions with contractor and property owners, official visitors name and purpose, major equipment, sizable work forces moved onto or off job, general location of work, record material rejected and reason, delays and duration, total working days.

ARTICLE V

TIME OF SERVICES

Section 5.1 The services of Consultant shall begin upon being notified to proceed by the City Project Director or his or her designated representative, and shall be prosecuted to completion with the necessary documents delivered to the City within the following periods:

1. The preliminary site planning and schematic design phase as described in Section 3.5 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall exceed 86 calendar days after issuance of the notice to proceed;
2. In any event, all services shall be completed and all materials delivered to City as provided in Section 3.8 within the time limit

agreed upon by Consultant and City; however, in no case shall this time exceed 168 calendar days after notice to proceed, exclusive of times for City reviews; and

3. Services of Consultant after opening of a bid such as checking of shop drawings, construction visits and conferences shall continue until construction has been essentially completed.

Section 5.2 The Consultant shall submit a Progress Schedule to be approved and included in the attached Professional Services Proposal. The Progress Schedule is to outline the dates the Professional Service tasks will begin and be completed by. Since time shall be of the essence of this agreement, the Consultant agrees to satisfactorily complete all Professional Services and work within the time periods shown in the submitted Progress Schedule.

ARTICLE VI

CITY'S RESPONSIBILITIES

Except as specifically provided herein, City will compensate Consultant on a fixed fee and time and materials basis in accordance with the terms and conditions of this Agreement and as described in the Professional Services Proposal as follows:

Section 6.1 City will provide Consultant with information and criteria outlining City's objectives and functional requirements for the Project. City will furnish to Consultant information and sketches relating to the ultimate intended use of the premises.

N/A -Section 6.2 City will inform Consultant in writing of the maximum construction cost for the Project.

Section 6.3 City will maintain close liaison with Consultant, and through Consultant, with Consultant's consultants. City will designate, when necessary, representatives authorized to act in its behalf. City will examine documents submitted by Consultant and shall render decisions pertaining to them promptly, to avoid unreasonable delay in the progress of Consultant's services. City designates its representative for the project.

Section 6.4 To the extent applicable, City will furnish, to the extent it may have available, topographic and boundary surveys of the site, showing as

required, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and available data pertaining to any existing buildings, other improvements and trees; Consultant shall determine what test borings, pits or other subsurface soil investigations are necessary for the determination of subsurface conditions. However, at the request of City, Consultant will secure these surveys and will be reimbursed as provided in Section 3.5. Consultant shall be responsible for (i) the adequacy of subsurface soil investigations with regard to the type and number necessary under the particular conditions prevailing at the project site, (ii) the proper interpretation of the results of these investigations, and (iii) the integrity of all structures and site improvements based upon the results of such investigation.

ARTICLE VII

CONSULTANT'S COMPENSATION

City will compensate Consultant in accordance with the terms and conditions of this Agreement as follows:

Section 7.1 For Consultant's basic services as described in Exhibit 1 – Lumos Proposal, City will pay to Consultant the fee (in this referred to as the "basic fee") in the amount of \$250,000.00, notwithstanding total project costs. (The hourly category rate and reimbursable expenses for meetings and direct expenses are set forth on Exhibit 2' – Lumos Proposal)

Section 7.2 For Consultant's reimbursable expense (referred to in this Agreement as "reimbursable expenses," and defined and limited in Article VIII, amounts expended by Consultant on a cost-only basis and in accordance with the attached Exhibit 2- Lumos Proposal entitled "Charges for Time and Expense Projects," dated 2/1/2019, which shall remain in effect during the term of this Agreement and which may be made after expiration or earlier termination of this Agreement, unless otherwise agreed to in writing by and between Consultant and City.

Section 7.3 The times and further conditions of payments shall be described in Article IX below.

ARTICLE VIII

REIMBURSABLE EXPENSES

N/A - Section 8.1 Reimbursable expenses are additional reasonable

expenditures not included as part of the basic services actually made by Consultant in the interest of the Project. Consultant shall be reimbursed for the following reimbursable expenses only to the extent such expenses were necessarily incurred for the Project pre-approved by the City of Elko as listed in proposal or scope of service:

1. Travel, when approved in advance or required by City for Consultant and his representatives (except for travel in the general area of Consultant's office and/or the Project site) over N/A trips to the Project site which N/A trips are included in Consultant's basic services during Phase IV. Travel reimbursement shall be limited to:
 - a. Reasonable actual cost of any taxi, bus, railroad or air travel (coach where applicable);
 - b. Transportation by automobile at N/A cents per mile, plus tolls and parking; and
 - c. Reasonable actual lodging expenses and meals incurred while traveling.
2. Long distance telephone calls, facsimiles and telegrams;
3. Statutory fees paid to governmental agencies for securing approvals of authorities having jurisdiction over the Project; and
4. Other items contracted for by Consultant at the specific request of City.

ARTICLE IX

PAYMENTS TO CONSULTANTS

Section 9.1 Payment for the engineering services hereinabove set forth will be made by City to Consultant and will be considered as full compensation for all personnel, materials, supplies and equipment used in carrying out the work.

1. The Consultant shall provide the City with a monthly detailed invoice indicating the percentage of work completed for each task to date and the cost of work completed and as outlined in 'Exhibit 1 – Lumos Proposal'. City agrees to pay invoices within 45 days of the

date of receipt. The Consultant may suspend services in the event that an invoice remains delinquent for 75 days from date of invoice;

2. The budget for total charges for services authorized by this Agreement is established at the time of authorization of each Task Order and shall not be exceeded without prior authorization by City. The budget may be increased by amendment hereto if necessary to complete the scope of work or in the event of a change in the scope of work. Consultant shall notify City prior to expenditure of eighty percent (80%) of the budget if the need for a budget increase is anticipated. On February 4, 2019, Michael Bennett acknowledges that he/she has read and agrees to this stipulation;
3. City will have the right to withhold from payments due Consultant any sums necessary to protect City from and against any loss or damage which may result from negligence or unsatisfactory services of Consultant, failure by Consultant to perform his obligations, or claims filed against Consultant or City relating to Consultant's services or work; and
4. Notwithstanding any provision, covenant and/or condition of this Agreement to the contrary, City will have the right, but not the obligation, in its sole discretion and on written notice to Consultant, to make payment directly to any consultant of Consultant, and to charge or back charge any amount so paid directly to any such consultant to Consultant.

ARTICLE X

SUSPENSION OR TERMINATION OF PERFORMANCE

Section 10.1 City may, at any time and for any reason, direct Consultant to stop Consultant's services under this Agreement for a period of time. This direction will be in writing and will specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date as City may subsequently specify in writing. The period during which services shall have been stopped shall be deemed added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against City.

Section 10.2 City may, at any time, with or without cause, terminate this Agreement by written notice to Consultant specifying the termination date, which

will be not less than seven (7) days from the date notice is given. In the event of termination in this manner, Consultant shall be paid such amount as shall compensate him for the portion of the services satisfactorily performed prior to the termination date. Termination upon this Section shall not give rise to any claim against City.

Section 10.3 In the event that:

1. Consultant shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or
2. Grounds for cancellation of the Agreement under this Section shall arise; or
3. Consultant shall otherwise be in default under this Agreement; or
4. City will give Consultant written notice that in its opinion, the conduct of Consultant is such that the interest of City are likely to be impaired or prejudiced, stating the facts on which the opinion is based; then City may, immediately terminate this Agreement for cause within the same Notice.

Section 10.4 On termination, Consultant shall be entitled to payment of such amount, to be determined by City, as shall fairly compensate him for the services satisfactorily performed to the termination date; provided, however, that:

1. Nothing in this Section is to be construed to relieve Consultant from any liability and/or damages sustained by City as a result of any breach by Consultant of this Agreement, and payment by City to Consultant of any monies pursuant to this Section shall not bar City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform his services in accordance with this Agreement;
2. No amount shall be paid to Consultant under this Section until the services required to be performed to the agreed point of suspension or termination has been satisfactorily completed;
3. Payment by City to Consultant of any monies pursuant to this

Section shall not bar City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform his services in accordance with this Agreement; and

4. In the event of termination of this Agreement for any reason, Consultant, prior to any payment to Consultant pursuant to this Section, shall deliver to City the complete set of all original drawings prepared to the date of termination. City will have the right to use the ideas and designs contained in this Agreement for the completion of the Project; in the event of termination of this Agreement or upon completion of the Project, City may, at all times, retain the originals of all such drawings, originals of renderings, special art work or models. All drawings, plans, specifications, renderings and models, etc., are the property of City. They are not to be used by any person other than City on other projects unless expressly authorized by City. City agrees that Consultant shall not be responsible for any work which has not been completed as of the date of termination under this Agreement.

ARTICLE XI **CONSULTANT RECORDS**

Section 11.1 Consultant shall keep, and shall require each consultant engaged under this Agreement to keep, accurate books of records and accounts in accordance with sound accounting principles, of all expenditures made and all project costs, liabilities and obligations incurred under this Agreement. These accounts shall be available on reasonable request to City for examination and audit.

ARTICLE XII **INDEMNITY**

Section 12.1 Consultant shall agree to indemnify, defend and hold harmless the City, each officer, agent, attorney-in-fact and employee of City against all claims for personal injury or wrongful death or property damages arising out of the negligence, act, error or omission to act in the performance of Consultant's Professional Services or by any negligence, act, error or omission to act in the performance of any consultant to Consultant, in the execution or performance of this Agreement, which shall include the reasonable attorney fees and costs of the City pursuant to such claims.

Section 12.2 In the event that both City and Consultant's wrongful act is the proximate cause of any liability or damages then each party will be liable for the portion of the damages resulting from such party's comparative wrongful act.

Section 12.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe that these materials could or should be present. The Consultant and City agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of Consultant's Professional Services.

Section 12.4 If the project involves construction of any kind, the parties agree that City and Consultant will be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of City or Consultant. Both City and Consultant will be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

Section 12.5 Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

ARTICLE XIII **INSURANCE**

Section 13.1 Consultant shall insure and shall require each of his consultants to insure against the following risks to the extent stated:

1. The Consultant shall maintain the following insurance, at its own expense:
 - a. Worker's Compensation and Employers Liability in the sum of \$1,000,000.00;
 - b. Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, and broad form general liability endorsement, covering as insured Consultant and City

with not less than the following limits of liability: Bodily Injury and Property Damage (\$1,000,000.00) combined single limit for bodily injury, property damage and personal injury. The consultants shall maintain a similar policy of insurance covering as insured each consultant. City and/or City's lender, if so directed by City, will be specifically named as additional insureds on these policies;

- c. Comprehensive automobile liability covering all owned, non-owned or hired automobiles to be used by Consultant and each of Consultant's consultants in the amounts of \$1,000,000.00 combined single limit for bodily injury and property damage;
- d. Consultant's professional liability insurance covering legal liability caused by errors and omissions arising out of performance and professional services in connection with the Project and covering as insured Consultant with (\$1,000,000.00) limit of liability, and consultants with an amount of liability approved by City in each case. If the agreed coverage proves not to be available for any reason, Consultant shall obtain approval from City for a revised amount as appropriate; and
- e. Consultant and each of its consultants shall provide not less than (\$1,000,000.00) excess of the limits as noted in Subsection (b) comprehensive general liability insurance and (c) - comprehensive automobile liability. These policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against City or any member, officer, agent, attorney-in-fact or employee of City alleging an error, omission or act and seeking damages even if the suit is groundless, false or fraudulent.

The Consultant shall maintain insurance limits at or above that which is reasonably required for the type and scope of work performed. Before beginning work, Consultant shall furnish insurance certificates to City.

Section 13.2 All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Nevada. As soon as practicable on execution of this Agreement and before commencing any performance under this Agreement, Consultant shall deposit, and shall cause each consultant to deposit certificates of insurance bearing notations or

accompanied by other evidence satisfactory to City of the payment of premiums. Thereafter, certification of premium payment and certificates of insurance evidencing policy renewal shall be deposited with City not less than ten (10) days before the expiration dates of the expiring policies. In the case of valuable papers insurance, original policies, not certificates, must be deposited

Section 13.3 Riders providing substantially as follows shall be made a part of the insurance policies described above in this Agreement:

1. The insurance company agrees that it will give a thirty (30) day prior written notice of any material change in or cancellation of any of the coverage shown in this certificate;
2. Notice of accident shall be given by Consultant to the insurance company as required under the terms of this policy, or notice of claim shall be given by City to the insurance company as required under the terms of the policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;
3. The presence of representatives of City or other authorized persons on the Project site shall not invalidate this policy;
4. Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate this policy; and
5. City is named and recognized as additional insured to the required general liability, automobile liability and umbrella liability policies.

Section 13.4 The insurance policies described above in this Agreement shall be kept in force for the periods specified below:

1. Comprehensive general liability insurance shall be kept in force until formal written acceptance of the work by Consultant and City;
2. Valuable papers insurance shall be kept in force until formal written acceptance by Consultant and City;
3. Workers' compensation and employers liability insurance shall be kept in force until formal written acceptance of the work by Consultant and City; and

4. Consultant's professional liability insurance shall be kept in force for two (2) years after final payment for construction.

ARTICLE XIV **NOTICES**

Section 14.1 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

To City:

City of Elko
1751 College Avenue
Elko, Nevada 89801

To Consultant:

Lumos & Associates, Inc.
308 N. Curry Street, Suite # 200
Carson City, NV 89701

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Lumos & Associates, Inc.
9222 Prototype Drive
Reno, NV 89521

unless otherwise informed on the face of the invoice.

ARTICLE XV **OWNERSHIP OF DOCUMENTS**

Section 15.1 All drawings, plans, specifications and other documents prepared by Consultant in connection with the Project are prepared as "work for hire," as the phrase is defined in Section 101 of Title 17 of the United States

Code, and all title, ownership and copyright privileges are and shall at all times be in City. City will not use any such drawings, plans, specifications or other documents for any other project to be or proposed to be constructed on any property which lies beyond the boundaries of the site.

Section 15.2 Consultant agrees, when requested by City, to immediately execute any reasonable documents, which documents shall evidence and acknowledge the ownership of all drawings, plans, specifications and other documents in City.

ARTICLE XVI **PROFESSIONAL CONSULTING SERVICES**

Section 16.1 Consultant shall not engage any engineers and other consultants without the prior approval of City. Consultant shall be responsible for the performance of the work of all engineers and consultants engaged by him. This shall include the maintenance of schedules, coordination of their work and resolution of all difference between them. Consultant shall pay to any engineers employed to design any part of the Project fees commensurate with the professional services rendered by such engineers. It is understood that all engineers and other consultants engaged by consultant are independent contractors to Consultant and not to City and Consultant alone is responsible for their work.

ARTICLE XVII **PATENTED AND/OR PROPRIETARY ITEMS**

Section 17.1 Consultant shall not, without the prior written approval of City, specify for the Project or necessarily imply the required use of, any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

ARTICLE XVIII **MONIES WITHHELD**

Section 18.1 When City has reasonable grounds for believing that Consultant will be unable to perform this Agreement fully and satisfactorily within the mutually agreed time limit fixed for performance, then City may withhold payment of any amount otherwise due and payable to Consultant under this Agreement. Any amount so withheld may be retained by City for any period as it

may deem advisable to protect City against any loss.

Section 18.2 This Section is intended solely for the benefit of City, and no person will have any claim against City by reason of City's failure or refusal to withhold monies. No interest will be payable by City on any amounts withheld under this Section. This Section is not intended to limit or in any way prejudice any other right of City.

ARTICLE XIX

ACCEPTANCE OF FINAL PAYMENT

Section 19.1 The acceptance by Consultant, its successors or assigns, of any payment made under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release of City from any and all claims, demands and causes of action which Consultant, its successors or assigns have or may have against City under the provisions of this Agreement. Before final payment is made the Consultant shall submit applicable work products to City for approval. Submit one hard copy set and one electronic copy in AutoCad .dwg format using NAD 83 Nevada East Zone 2701 Ground Coordinate System.

ARTICLE XX

LIABILITY

Section 20.1 Any claim made by Consultant arising out of any act or omission by any officer, agent or employee of City, in the execution or performance of this Agreement will be made against City and not against the officer, agent or employee.

Section 20.2 Consultant shall require each consultant to agree in its individual contract with Consultant not to make any claim against City, its agents or employees by reason of that contract.

Section 20.3 Nothing in this Agreement shall be construed to give any person, other than City and Consultant, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

ARTICLE XXI
ADDITIONAL PROVISIONS

Section 21.1 This Agreement shall constitute the sole understanding of the parties and supersedes all prior negotiations, statements, instructions, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Consultant.

Section 21.2 This Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be Elko County, Nevada.

Section 21.3 The Section headings are for convenience and reference only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

Section 21.4 Waiver of Jury Trial. The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Agreement, any dealings between the parties relating to the subject matter hereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 21.5 Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be entitled to, reasonable attorney's fees and court costs.

Section 21.6 Successors and Assigns. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

Section 21.7 Time. Time is of the essence of this Agreement. In the

event that any date specified in this Agreements falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

Section 21.8 The Consultant must obtain a City of Elko Business License.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Lumos & Associates, Inc.

**CITY OF ELKO,
A Special Charter Municipal
Corporation of the State of Nevada**

By: 
Michael D. Bennett

By: _____

Title: Director, Engineering Division

Title: _____

ATTEST:

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible issuance of final acceptance for the WRF Emergency Diesel Generator Construction Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **2 Minutes**
5. Background Information: **The project is complete. There were two change orders for the project totaling \$30,800.00. Change order #1 was for providing and installing 600 linear feet of 250 MCM copper wire in the amount of \$6600.00. Change order #2 was for enlarging the concrete pad. This cost was \$24,200.00 and Smith Power Products paid for the costs associated with this change order. RL**
6. Budget Information:

Appropriation Required: \$204,948.00
Budget amount available: \$500,000.00 (For Generator and Construction costs)
Fund name: WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to issue final acceptance for the WRF Emergency Diesel Generator Construction Project**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible selection of an engineering firm to provide services at the Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The current Professional Service Agreement for engineering services at the airport expired January 14, 2019.**

The airport for the next five-year (5) period as required under FAA Advisory Circular 150/5100-14 series. The Airport selection committee held interviews on January 29, 2019 and interviewed two (2) engineering firms: Armstrong Consultants, Inc., and JViation Engineering. The selection committee recommends that the Council select JViation Engineering for the next five (5) year engineering service contract. Upon selection, Staff will negotiate a Professional Services Agreement with the successful firm. This new agreement will be brought back to Council for review and 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: **Selection Scores of Interviewed Engineering Firms and the Initial Submittal Review Ranking Sheet.**
9. Recommended Motion: **Move to select JViation for engineering services at the Elko Regional Airport, and direct Staff to negotiate a Professional Services Agreement with them. The Professional Service Agreement will be brought back to Council for review and possible approval.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

ENGINEERING SERVICES FOR THE ELKO REGIONAL AIRPORT
Initial Submittal Review Ranking Sheet
2018 RFQ

Company Name	Jim Foster	Carol Genseal	Curtis Calder	Mandy Simons	David Gillett	Total	Rank
Jviation, Inc.	94	90	99	99	100	482	1
Kimley-Horn and Associates, Inc.	80	79	77	98	100	434	3
TD&H Engineering	78	71	73	88	100	410	4
Armstrong Consultants	86	79	81	94	100	440	2

ELKO REGIONAL AIRPORT
Engineering
Evaluation Ranking Sheet
(Presentations on January 29, 2019)

Company Name	Jim Foster	Curtis Calder	Carol Genseal	David Gillett	Total	Rank
Armstrong Consultants	91	85	89	84	349	2
Jviation, Inc.	96	97	98	95	386	1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to conditionally approve Final Plat No. 12-18, filed by DDS Properties LLC., for the development of a subdivision entitled Humboldt Hills involving the proposed division of approximately 9.443 acres of property into 26 lots for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **15 Minutes**
5. Background Information: **Subject property is located east of Jennings Way approximately 120' north of Cortney Drive (APN 001-01H-001). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission July 9, 2018 and conditionally approved by City Council July 24, 2018. The Planning Commission considered this item on November 6, 2018 and took action to forward a recommendation to City Council to conditionally approve Final Plat 12-18. 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. 12-18 for the Humboldt Hills Subdivision subject to the conditions as recommended by the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution:

DDS Properties, LLC 717 West Idaho Street Elko, NV 89801 <u>dustyshipp@gmail.com</u>	Carter Engineering P.O. Box 794 Elko, NV 89803 <u>lanalcarter@live.com</u>
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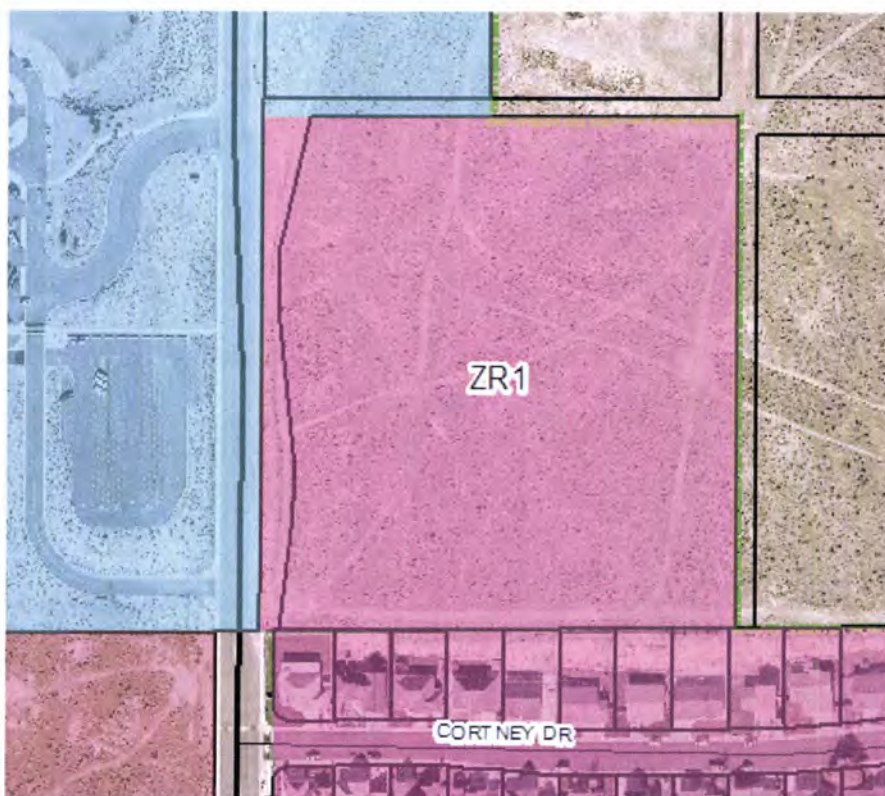


City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

DATE: October 23, 2018
PLANNING COMMISSION DATE: November 6, 2018
AGENDA ITEM NUMBER: I.B.1
APPLICATION NUMBER: Final Plat 12-18
APPLICANT: DDS Properties, LLC
PROJECT DESCRIPTION:

A Final Map for the division of approximately 9.443 acres into 26 lots for single family residential development within an R1 (Single Family Residential) Zoning District.



STAFF RECOMMENDATION:

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

PROJECT INFORMATION

PARCEL NUMBER: 001-01H-001
PARCEL SIZE: 9.443 Acres (26 lots)
EXISTING ZONING: (R1) Single Family Residential
MASTER PLAN DESIGNATION: (RM) Residential Medium Density
EXISTING LAND USE: Vacant

NEIGHBORHOOD CHARACTERISTICS:

The property is bordered by:

- North: Public, Quasi-Public (PQP) Developed and Property in Elko County/ BLM/ Undeveloped
- East: Property located in Elko County/ Private and BLM/ Undeveloped
- South: Residential (R1) / Developed
- West: Public, Quasi-Public (PQP) / Developed

PROPERTY CHARACTERISTICS:

- The property is currently undeveloped and moderately sloping throughout the area.
- The property is located adjacent to Jennings Way.

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(B) 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 applicant owns the property.
2. The area proposed for subdivision is identified as APN 001-01H-001.
3. The area is undeveloped.
4. The area is located east of Jennings Way, approximately 120' north of Cortney Drive.

5. The area is not a continuation of any other subdivision.
6. A Stage 1 meeting for the proposed subdivision was held on March 8, 2018. The initial subdivision proposal included a total 29 lots. The applicant elected to modify the proposed subdivision from the proposed 29 to 26 lots. A second Stage 1 meeting was held on April 17, 2018 to elevate the revised subdivision.
7. The area is zoned R1-Single Family Residential.
8. The area is approximately 9.443 acres in size. The Final Plat includes the entire area approved under the Preliminary Plat.
9. The proposed density is approximately 2.75 units per acre.
10. Phasing of the subdivision is not proposed.
11. Approximately 1.865 acres are being offered for dedication. The dedication includes streets and drainage areas.
12. A grading permit for this property was issued on January 16, 2018.
13. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Preliminary Plat on July 9, 2018.
14. The City Council conditionally approved the Preliminary Plat at its meeting on July 24, 2018.
15. The Preliminary Plat approval included two modifications from standards as follows:
 - o Master Plan – density approved at 2.75 units per acre vs. the minimum density of 4 units per acre
 - o 3-3-24(F) – lots 16 through 20 approved as double front lots with access restricted to Eagle Loop Road

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 based on a modification of standards.

The proposed subdivision is in conformance with the Land Use Component of the Master Plan based on a modification of standards granted under the preliminary plat application for 2.75 units per acre versus the minimum density of 4 units per acre stipulated in the Master Plan.

Transportation

1. 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 is not located within a capture zone for any City of Elko wells.

The proposed subdivision is in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programed 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.

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 is a public drainage 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 identified on the plat.

6. The plat identifies the location of the section lines.
- 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.
 - c) Civil improvement plans for drainage have been submitted.
 - d) An engineer's estimate has 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.

The proposed development conforms to Sections 3-3-20 through 3-3-27 (inclusive) with the exception of 3-3-24(F). A modification of standard was approved for lots 16 through 20 as double front lots with access restricted to Eagle Loop Road.

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 reviewed by city staff. Minor revisions are required as outlined in the city review letter dated October 30, 2018.

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 with the exception noted under 3-3-41

Civil improvements include curb, gutter and sidewalk, paving and utilities within the Eagle Ridge Loop right of way and improvements within the Jennings Way right-of-way.

SECTION 3-3-44-AGREEMENT TO INSTALL IMPROVEMENTS

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

SECTION 3-3-45-PERFORMANCE GUARANTEE

The Subdivider is 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.

Based on the modification of standards for lot design for lots 16 through 20 as double frontage lots, granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(B), 3-2-5(G) and 3-2-17 of city code.

SECTION 3-8-FLOODPLAIN MANAGEMENT

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

FINDINGS

1. The Final Plat for Humboldt Hills 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 based on a modification of standards granted under the preliminary plat application for 2.75 units per acre versus the minimum density of 4 units per acre stipulated in the Master Plan.
4. The proposed subdivision is in conformance with Transportation Component of the Master Plan.
5. The proposed development conforms to Sections 3-3-20 through 3-3-27 (inclusive) with the exception of 3-3-24(F). A modification of standard was approved for lots 16 through 20 as double front lots with access restricted Eagle Loop Road.
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 reviewed by city staff. Minor revisions are required as outlined in the city review letter dated October 30, 2018.
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 with the exception noted under 3-3-41.
10. The Subdivider is required to enter into a Performance Agreement to conform to Section 3-3-44 of city code.
11. The Subdivider is required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of city code.
12. 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 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 at the time of Final Plat approval 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 26 single family residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision after the performance agreement has been executed by the city and the developer and the civil improvement plans have been approved by the City staff.
6. State approval of the civil improvements and final plat is required.
7. Conformance with Preliminary Plat conditions are 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. Add a reference to the vacation of Jennings Way Document No. 746054 to the plat. This condition shall be satisfied prior to consideration of the Final Plat by the City Council.
11. Show a survey monument location at the intersecting center lines of Jennings Way and Eagle Loop Road. This condition shall be satisfied prior to consideration of the Final Plat by the City Council.
12. The civil improvement plans are to be revised in accordance with the city review letter dated October 30, 2018 for review and possible approval. This condition shall be satisfied prior to consideration of the Final Plat by the City Council.
13. Construction, with the exception of grading, shall not commence prior to Final plat approval by the City Council, issuance of a will serve letter by the city and approval of the civil improvement plans by the State.



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

November 28, 2018

RYAN LIMBERG
Utilities Director
1751 College Avenue
Elko NV 89801

**Re Tentative Map - Humboldt Hills
26 lots the City of Elko**

Dear Mr. LIMBERG:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends approval of said subdivision with respect to water pollution and sewage disposal, provided that the City of Elko commits to provide sewage service to said subdivision.

Please note that if the developer of this subdivision will disturb more than one acre, he/she is required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a \$200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control's website at: http://ndep.nv.gov/bwpc/storm_cont03.htm for more information about this permit.

Sincerely,

Ryan Fahey, Staff Engineer
Technical Services Branch
Bureau of Water Pollution Control

cc:
CATHY LAUGHLIN City Planner, City of Elko, 1751 College Avenue Elko, NV 89801
Engineer: CARTER ENGINEERING LLC P.O. Box 794 Elko NV 89803
Developer: DDS Properties, LLC 930 Idaho Street Elko NV 89801

Control No. 11804



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

November 6, 2018

Lana Carter, P.E.
Carter Engineering, LLC
P.O. Box 794
Elko, NV 89803

Re: Improvement Plans and Final Map – Humboldt Hills Subdivision
26 lots in the City of Elko, Nevada

Dear Mrs. Carter:

The Nevada Division of Environmental Protection (NDEP) has reviewed the Improvement Plans and Final Map for Humboldt Hills Subdivision. The Improvement Plans were submitted on behalf of the developer DDS Properties, LLC, of Elko, Nevada.

The review was conducted by the Bureau of Water Pollution Control (BWPC) and the Bureau of Safe Drinking Water (BSDW). The NDEP has the following comments on the Improvement Plans:

Item #1 – Comments of the Bureau of Water Pollution Control (BWPC)

The scope of the review by the BWPC is limited to the sewage collection system and associated appurtenances. Please note the following comments for the sewer review:

1. The NDEP received improvement plans and a final map for review. Further review of the final map will require a stamped and signed copy of the final map and a will serve letter from the municipality that will serve the above referenced subdivision. The final map received by the NDEP does not have a signature on the stamp as required by the NDEP. The NDEP can review and approve the improvement plans without the completed final map submittal.
2. Sheet C15, Please note the sewer manhole access diameter on the detail. The NDEP references the *GLUMRB Recommended Standards for Wastewater Facilities* (2014 Edition) during the review process. The detail panel did not specify a diameter for the manhole access diameter, the standards used by the NDEP requires a minimum of 24" for the manhole access diameter. Alternatively, the developer may cite the applicable design standard used for the chosen sewer manhole access diameter, and the NDEP will review the appropriateness of such standard.
3. The Improvement Plans for Humboldt Hills Subdivision did not propose lift stations, force mains, or depressed sewers. Any design changes that involve these must be approved by the NDEP.

Item #2 – Comments of the Bureau of Safe Drinking Water (BSDW)

The following comments and/or requirements are provided by the BSDW:

1. Submit a complete Application for Approval of a Water Project (revised January 17, 2017).
2. Submit documentation from the State Fire Marshal as requested on page 3 of the Application for Approval of a Water Project.
3. Submit a network map and the results of a hydraulic analysis identifying the residual pressures available during maximum day demand, peak hour demand, and max day demand plus fire flow demand (as identified by the State Fire Marshal). Include the pipe flow velocities during the three required scenarios.
4. Submit documentation addressing the capacity requirements of NAC 445A.6674 to 445A.6675, or submit documentation supporting the exemption from storage requirements of NAC 445A.66755.
5. Add a sentence to Project Specifications Note #7 on Sheet C1 indicating that all materials in contact with potable water must be NSF/ANSI 61 certified as lead free and compatible with drinking water.
6. Edit the fourth sentence (Water service pipe...) of Project Specifications Note #7 on Sheet C1 to Specify AWWA C-901 polyethylene.
7. Edit the fifth sentence (Construction shall commence...) of Project Specifications Note #7 on Sheet C1 to include approval by NDEP.
8. Edit the last sentence of Project Specifications Note #7 on Sheet C1 to clarify that:
 - a. The disposal of highly chlorinated water must be coordinated with NDEP Bureau of Water Pollution Control; and
 - b. Pressure testing of PVC waterlines must be performed in accordance with AWWA C-605.
9. Add a Project Specification Note or Water Note indicating that any openings in unfinished piping and appurtenances must be sealed watertight at the end of each working day.
10. Add a Water Note to Sheet C5, and Sheets C8 through C11, indicating that all materials and construction methods shall be in accordance with applicable AWWA Standards.
11. Add a Water Note to Sheet C5, and Sheets C8 through C11, or edit Detail WB/C14-Valve and Box, on Sheet C14, to specify the intended isolation valve (i.e. AWWA C-509, AWWA C-515, etc...).
12. Add a Water Note to Sheet C5, and Sheets C8 through C11, addressing allowable pipe deflection. See comment #19.
13. Edit Water Note #2 on Sheet C5, and Sheets C8 through C11, to specify AWWA C-901 polyethylene.
14. Edit Water Note #3 on Sheet C5, and Sheets C8 through C11, to specify the intended gray-iron fittings (i.e. AWWA C-110, AWWA C-153, etc...).

15. Water Note #8 on Sheet C5, and Sheets C8 through C11, indicates a minimum service tap separation of 1-foot; however, Detail WE/C14-Water Service Connection, indicates a minimum separation of 18 inches for C-900 PVC. Clarify the required separation distance between service taps when using C-900 PVC water main.
16. Submit documentation showing that the proposed EH101 sampling station, as specified in Water Note #11, is NSF/ANSI 61 certified.
17. Identify the proposed location of the EH101 sampling station referenced in Water Note #11
18. Edit Water Note #13 on Sheets C5 and C8 through C11 to address *Areas of Special Construction*, as listed on the plan and profile sheets.
19. Sheet C5 includes Detail WB/C14 (Valve and Box) references at ~8+00 and ~11+00; however, no valves are shown at these locations. One valve is shown at ~7+60 without a Detail WB/C14 reference.
20. Clearly indicate the method of change in waterline vertical alignment in the profile views of Sheets C8 through C11 (i.e. fitting, deflection, etc...). See comment #11.
21. Use cross-hatching, or other obvious markings, in the profile view of Sheet C7, to identify an *Area of Special Construction* where the new 12-inch storm drain will cross below the existing 18-inch water main by less than 18 inches at ~4+25. Indicate a minimum 6-inch separation at this location and reference the separation details on Sheet C16.
22. Use cross-hatching, or other obvious markings, in the profile view of Sheet C8, to identify an *Area of Special Construction* where the new 10-inch storm drain will cross below the existing 18-inch water main by less than 18 inches at ~0+00. Indicate a minimum 6-inch separation at this location and reference the separation details on Sheet C16.
23. Use cross-hatching, or other obvious markings, in the profile view of Sheet C8, to identify an *Area of Special Construction* where the new 12-inch storm drain will cross above the new 10-inch water main at ~0+42. Indicate a minimum 6-inch separation at this location and reference the separation details on Sheet C16.
24. Use cross-hatching, or other obvious markings, in the plan and profile views of Sheet C8, to identify an *Area of Special Construction* where the new sewer lateral to Lot 20 will cross below the existing 18-inch water main by less than 12 inches at ~0+75. Indicate a minimum 6-inch separation at this location and reference the separation details on Sheet C16. Alternatively, move the sewer lateral for Lot 20 to a location between ~13+25 and ~14+00.
25. The isolation valve shown on Sheet C9 at ~7+70 is depicted south of the fire hydrant tee in the plan view, and north of the fire hydrant tee in the profile view. Clarify the proposed location of this isolation valve.
26. An air release valve, combo air valve, or hydrant must be installed on the water main high point at ~8+50. Include a standard detail. Alternatively, adjust the waterline vertical alignment to move the high point to ~7+69.

27. Show the three 90° elbows called out at 4+60.30, 7+99.71 and 10+89.47, in the profile views of Sheets C8, C9 and C10, respectively.
28. The NDEP Vertical Crossing Conflicts Summary on Sheet C16 is illegible.
29. Replace "Health Division" with "Nevada Division of Environmental Protection and the supplier of water" in the Parallel Line Separation and Crossing Line Separation Details on Sheet C16 (one location Parallel Line Crossing, three locations Crossing Line Separation).
30. Edit the note in Box 2c.1 of the Parallel Line Separation Detail on Sheet C16 to say, "Place *water main* in separate trench", as sewer is in place.
31. Revisions to NAC 445A Design, Construction, Operation and Maintenance regulations where adopted on August 30, 2018 (R049-18). Edit the Sewer Main Crossing Water Main, Box 2b Note on Sheet C14 to require mechanically restrained water main joints on both sides of the crossing and D3212 sewer/storm drain joints.

Please address all items referenced in this letter. As noted previously, sheets containing plans, profiles, and design detail panels must be wet-stamped, signed, and dated individually. **Please submit one (1) complete plan set for the BWPC and one (1) complete plan sets to the BSDW to facilitate further technical review.**

Thank you for your attention to these items. If you have any questions in regard to Item #1 of this letter, please contact me at (775) 687-9546, or rfahey@ndep.nv.gov. Questions in regards to Item #2 are referred to Mr. Art Marr, P.E., of the BSDW at (775) 687-9529, or amarr@ndep.nv.gov.

Sincerely,



Ryan Fahey, Staff Engineer
Technical Services, Compliance and Enforcement
Bureau of Water Pollution Control

ECc: Katrina Pascual, P.E. BWPC
Jim Balderson, P.E., BSDW
Art Marr, P.E., BSDW
Reggie Lang, P.E., BSDW
Juan Andrade, BSDW

Cc: Ryan Limberg, Utilities Director, City of Elko, 1755 College Avenue, Elko, NV 89801
Cathy Laughlin, City Planner, City of Elko, 1751 College Avenue, Elko, NV 89801
Scott Wilkinson, Assistant City Manager, 1751 College Avenue, Elko, NV 89801
Developer: DDS Properties, LLC, 959 Montrose Lane, Elko, NV 89801

BWPC Subdivision Control No. S12107
BSDW Project No. EL-0006025-18



City of Elko – Assistant City Manager
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210
Facsimile: 775.777.7219

October 30, 2018

Ms. Lana Carter, P.E.
Carter Engineering
POB 794
Elko, NV 89803

Re: Humboldt Hills – Final Plat and Civil Improvement Plans

Dear Ms. Carter,

The City of Elko has reviewed the above referenced plat and civil improvement plans and has the following comment:

FINAL PLAT

1. Show a survey monument at the intersecting lines of Jennings Way and Eagle Loop Road.
2. Reference the recently recorded vacation document for Jennings Way.
3. Verify that there are no $\frac{1}{4}$ section lines or $\frac{1}{16}$ section lines crossing or adjoining the boundaries of the subdivision. If so show accordingly.

GENERAL COMMENT

1. Show a USPS gang box located on the near the side lot line of Lot 5 and Lot 6. Include a street light over the gang box.
2. Provide an updated hydrology report.
3. All lots are to have graded and defined swales reporting to street right-of-way or dedicated drainage areas.
4. Show patch back on Jennings Way.
5. Add street lighting meeting the maximum distance not exceeding 500 feet between lights. A street light is required at the intersection of Eagle Loop and Jennings Way. If possible consider street light placement at the 90 degree change of direction in Eagle Loop Road (knuckles). Reference General Comment 1 in street light layout.

SHEET C2 of 17

1. Show ADA ramps parallel with Jennings Way. Revise plan set accordingly.

SHEET C3 of 17

1. Revise grading plan to address General Comments 3 and 4.

SHEET C4 of 17

1. Revise grading plan to address General Comment 4.

SHEET C8 of 17

1. Resolve the conflict with water and storm drain near station 0+42. Ensure special construction for separation, if required, is clearly identified.

The following permits will be required for the project:

1. Storm water general permit (Construction Stormwater Permit from the Nevada Department of Environmental Protection), if the disturbed area is equal to or greater than one acre. Required submittals to the City of Elko are a plan view showing the storm water controls, a copy of the Storm Water Pollution Prevention Plan (SWPPP) and a copy of the certified confirmation letter.
2. A Surface Area Disturbance (SAD) permit is required if the disturbed area is equal to or greater than five acres. The permit may be obtained from the Nevada Division of Environmental Protection. A copy of the SAD permit is required to be submitted to the City of Elko.
3. A street cut permit from the City of Elko.
4. The required grading permit has already been issued.

The Owner will be required to enter into a Performance Agreement with the City of Elko in accordance with City code.

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.

The City of Elko looks forward to receiving a revised drawing set for review and possible approval. Please update the Engineer's estimate in accordance with any plan revisions.

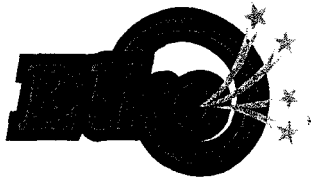
Please contact me at 775.777.7211 if you have any questions.

Sincerely,



Scott A. Wilkinson
City of Elko – Assistant City Manager

CC: City of Elko - File



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of November 6, 2018

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

Final Plat No. 12-18, filed by DDS Properties, LLC, for the development of a subdivision entitled Humboldt Hills involving the proposed division of approximately 9.443 acres of property into 26 lots for residential development within the R1 (Single-Family Residential) Zoning District, and matters related thereto.

The subject property is located generally on the east side of W Jennings Way, approximately 120' north of Cortney Drive. (APN 001-01H-001).

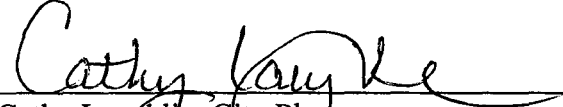
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to conditionally approve Final Plat No. 12-18 subject to the conditions in the City of Elko Staff Report dated October 23, 2018 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 at the time of Final Plat approval 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 26 single family residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision after the performance agreement has been executed by the city and the developer and the civil improvement plans have been approved by the City staff.
6. State approval of the civil improvements and final plat is required.
7. Conformance with Preliminary Plat conditions are 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.

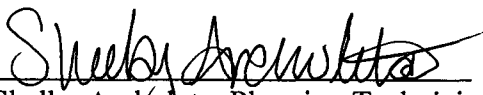
The Engineer of Record is to ensure all materials meet the latest edition Standard Specifications for Public Works. All Right-of-Way and utility improvements are to be certified by the Engineer of Record for the project.

10. Add a reference to the vacation of Jennings Way Document No. 746054 to the plat. This condition shall be satisfied prior to consideration of the Final Plat by the City Council.
11. Show a survey monument location at the intersecting center lines of Jennings Way and Eagle Loop Road. This condition shall be satisfied prior to consideration of the Final Plat by the City Council.
12. The civil improvement plans are to be revised in accordance with the city review letter dated October 30, 2018 for review and possible approval. This condition shall be satisfied prior to consideration of the Final Plat by the City Council.
13. Construction, with the exception of grading, shall not commence prior to Final plat approval by the City Council, issuance of a will serve letter by the city and approval of the civil improvement plans by the State.

The Planning Commission's findings to support its recommendation are the Final Plat for Humboldt Hills 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 Plan based on a modification of standards granted under the preliminary plat application for 2.75 units per acre versus the minimum density of 4 units per acre stipulated in the Master Plan. The proposed subdivision is in conformance with the Transportation Component of the Master Plan. The proposed development conforms to Sections 3-3-20 through 3-3-27 (inclusive) with the exception of 3-3-24(F). A modification of standard was approved for lots 16 through 20 as double front lots with access restricted to Eagle Loop Road. 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 reviewed by City Staff. Minor revisions are required as outlined in the city review letter dated October 30, 2018. 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 with the exception noted under 3-3-41. The Subdivider is required to enter into a Performance Agreement to conform to Section 3-3-44 of City Code. The Subdivider is required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of City Code. 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 subdivision is in conformance with 3-8 Floodplain Management.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 11/6

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

Title: FP 12-18 Humboldt Hills
Applicant(s): DDS Properties, LLC
Site Location: E of Jennings, ≈ 150' N of Cortney Dr. APN 001-01H-001
Current Zoning: R1 Date Received: 9/11 Date Public Notice: N/A
COMMENT: This is for 9.605 acres to be divided into 26
lots.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 10/30/18
Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 10/25/18
No comments/concerns. Recommend approval.

CE

Initial



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

SEP 11 2018

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s):	DDS Properties, LLC		
MAILING ADDRESS:	930 Idaho Street		
PHONE NO (Home)		(Business)	775-777-2949
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.:	001-01H-001	Address	Not Addressed
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.	Parcel 1 File No. 727682		
PROJECT DESCRIPTION OR PURPOSE:	Humboldt Hills Subdivision		
APPLICANT'S REPRESENTATIVE OR ENGINEER:	Dusty Shipp Owner & Lana L Carter, Engineer		

FILING REQUIREMENTS:

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

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

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

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

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

Identification Data	
✓	Subdivision Name
✓	Location and Section, Township and Range
✓	Name, address and phone number of subdivider
✓	Name, address and phone number of engineer/surveyor
✓	Scale, North Point and Date of Preparation
✓	Location maps
Survey Data (Required)	
✓	Boundaries of the Tract fully balanced and closed
✓	Any exception within the plat boundaries
✓	The subdivision is to be tied to a section corner
✓	Location and description of all physical encroachments NONE
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 NONE
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 NOT REQUIRED
✓	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 Dusty Shipp
(Please print or type)

Mailing Address 930 Idaho Street
Street Address or P.O. Box

Elko, Nevada 89801
City, State, Zip Code

Phone Number: 775-777-2949

Email address: dustyshipp@gmail.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 12-18 Date Filed: 9/11/18 Fee Paid: \$1,400 CV# 2175
\$25 x 26 Lots = \$650
+ \$750
\$1,400

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

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 **DDS Properties, LLC**, a Nevada Limited-Liability Company, hereinafter referred to as "**Developer**."

RECITALS

- A. WHEREAS, Developer** is subdividing certain property within the **City**, the subdivision being generally known as Humboldt Hills **Subdivision**, into twenty-six (26) separate parcels by means of a subdivision map, identified by the **City** as Subdivision Map No. 12 -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(1)) 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 is expected to be in the amount of **Two Million, Ten Thousand, Four Hundred Thirty Dollars and Zero Cents (\$2,010,430. 00)**, 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 **Two Hundred and One Thousand, Forty-Three Dollars and Zero Cents (\$201,043.00)** (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.

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, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** **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**. During the construction of the subdivision improvements, **Developer** may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to City Code Sections 3-3-21(A)(3)(b) and 3-3-22.

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 **Two Hundred and One Thousand, Forty-Three Dollars and Zero Cents (\$201,043.00)**, 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, MAINTENANCE GUARANTY, 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 Scott Wilkinson, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: DDS Properties, LLC, 959 Montrose Lane, 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

Engineer's Estimate for Humboldt Hills
September 10, 2018
26 Lots
Prevailing Wage

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Unclassified Excavation	CY	90,375	\$ 6.00	\$ 542,250.00
2	Unclassified Embankment	CY	19,124	\$ 10.00	\$ 191,240.00
3	Saw Cut	LF	730	\$ 6.50	\$ 4,745.00
4	Type 1 Curb & Gutter	LF	3,300	\$ 50.00	\$ 165,000.00
5	Sidewalk	SF	13,740	\$ 12.00	\$ 164,880.00
6	ADA Curb Ramp Domes	EA	10	\$ 500.00	\$ 5,000.00
7	Barrier Curb behind Curb Ramp	LF	226	\$ 40.00	\$ 9,040.00
8	6' Wide Valley Gutter	SF	444	\$ 20.00	\$ 8,880.00
9	Valley Gutter Apron	SF	320	\$ 20.00	\$ 6,400.00
10	Sidewalk Cross Drain	EA	2	\$ 1,000.00	\$ 2,000.00
11	3-inch A.C.	SF	52,100	\$ 3.00	\$ 156,300.00
12	9-Inch Type 2, Class B Agg. Base	SF	52,100	\$ 2.50	\$ 130,250.00
13	4-inch A.C.	SF	12,640	\$ 4.00	\$ 50,560.00
14	12-Inch Type 2, Class B Agg. Base	SF	12,640	\$ 3.25	\$ 41,080.00
15	Seal Coat	SY	7,200	\$ 0.75	\$ 5,400.00
16	Rip Rap	CY	250	\$ 50.00	\$ 12,500.00
17	1" Water Service	EA	26	\$ 1,000.00	\$ 26,000.00
18	1" Water Service Connection	EA	26	\$ 500.00	\$ 13,000.00
19	1" Water Service Meter	EA	26	\$ 2,100.00	\$ 54,600.00
20	18"x10" Hot Tap Sleeve and Valve	EA	1	\$ 2,500.00	\$ 2,500.00
21	10" Water Line	LF	1,365	\$ 85.00	\$ 116,025.00
22	10" Valve	EA	4	\$ 4,000.00	\$ 16,000.00
23	10" Tee	EA	1	\$ 2,000.00	\$ 2,000.00
24	10" 90° Bend	EA	3	\$ 800.00	\$ 2,400.00
25	Sample Tap	EA	1	\$ 1,000.00	\$ 1,000.00
26	Fire Hydrant Assembly	EA	2	\$ 8,000.00	\$ 16,000.00
27	8" SDR-35 Sanitary Sewer	LF	1,500	\$ 60.00	\$ 90,000.00
28	Sanitary Sewer Manholes	EA	5	\$ 6,000.00	\$ 30,000.00
29	Sanitary Sewer Services	EA	26	\$ 1,300.00	\$ 33,800.00
30	36" ADS N-12 Storm Drain	LF	30	\$ 390.00	\$ 11,700.00
31	12" ADS N-12 Storm Drain	LF	65	\$ 130.00	\$ 8,450.00
32	10" ADS N-12 Storm Drain	LF	25	\$ 100.00	\$ 2,500.00
33	Storm Drain Manholes	EA	2	\$ 6,500.00	\$ 13,000.00
34	Type R-4 Drop Inlet	EA	3	\$ 7,200.00	\$ 21,600.00
35	Striping	LS	1	\$ 5,200.00	\$ 5,200.00
36	Street and Stop Signs	EA	2	\$ 975.00	\$ 1,950.00
37	Street Monuments	EA	5	\$ 1,300.00	\$ 6,500.00
				Sub Total	\$ 1,969,750.00

EXHIBIT B

HUMBOLDT HILLS

SINGLE FAMILY RESIDENTIAL SUBDIVISION

SITE IMPROVEMENT CIVIL CONSTRUCTION PLANS

LEGEND



PROJECT SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR WATER SUPPLY SYSTEMS, LATEST EDITION.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, LATEST EDITION.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR STORM DRAINAGE, LATEST EDITION.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR EROSION CONTROL, LATEST EDITION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR UTILITIES, LATEST EDITION.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE, LATEST EDITION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL, LATEST EDITION.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES, LATEST EDITION.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC SAFETY, LATEST EDITION.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC RECREATION, LATEST EDITION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC SERVICES, LATEST EDITION.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC ADMINISTRATION, LATEST EDITION.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC FINANCE, LATEST EDITION.
16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC RELATIONS, LATEST EDITION.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC INFORMATION, LATEST EDITION.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC PARTICIPATION, LATEST EDITION.
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC EVALUATION, LATEST EDITION.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, CIVIL ENGINEERING DEPARTMENT, STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENT, LATEST EDITION.



WICINITY MAP

PROJECT INFORMATION

1. JOB NO. 17-001
2. DATE: 10/1/2017
3. PROJECT NAME: HUMBOLDT HILLS SINGLE FAMILY RESIDENTIAL SUBDIVISION
4. PROJECT LOCATION: 17-001
5. PROJECT OWNER: DDS PROPERTIES, LLC
6. PROJECT ENGINEER: CARTER ENGINEERING, LLC
7. PROJECT SURVEYOR: JAMES W. CARTER
8. PROJECT DESIGNER: JAMES W. CARTER
9. PROJECT CHECKER: JAMES W. CARTER
10. PROJECT APPROVER: JAMES W. CARTER
11. PROJECT REVIEWER: JAMES W. CARTER
12. PROJECT REVISIONS: 1. 10/1/2017: Initial design.
13. PROJECT COMMENTS: 1. 10/1/2017: Initial design.
14. PROJECT NOTES: 1. 10/1/2017: Initial design.
15. PROJECT SPECIFICATIONS: 1. 10/1/2017: Initial design.
16. PROJECT STANDARDS: 1. 10/1/2017: Initial design.
17. PROJECT REFERENCES: 1. 10/1/2017: Initial design.
18. PROJECT SOURCES: 1. 10/1/2017: Initial design.
19. PROJECT DISTRIBUTION: 1. 10/1/2017: Initial design.
20. PROJECT ARCHIVE: 1. 10/1/2017: Initial design.

SHEET INDEX

NO.	DESCRIPTION
01	TITLE SHEET & SITE SPECIFICATIONS
02	STREET PLAN
03	STREET PLAN - NORTH
04	STREET PLAN - SOUTH
05	WATER PLAN
06	SEWER AND STORM DRAIN PLAN
07	PLAN AND PROFILE EROSION CONTROL
08	STATION 0+00 TO 0+100
09	PLAN AND PROFILE EROSION CONTROL
10	STATION 0+100 TO 0+200
11	PLAN AND PROFILE EROSION CONTROL
12	STATION 0+200 TO 0+300
13	PLAN AND PROFILE EROSION CONTROL
14	STATION 0+300 TO 0+400
15	PLAN AND PROFILE EROSION CONTROL
16	STATION 0+400 TO 0+500
17	PLAN AND PROFILE EROSION CONTROL
18	STATION 0+500 TO 0+600
19	PLAN AND PROFILE EROSION CONTROL
20	STATION 0+600 TO 0+700

ABBREVIATIONS:

NO.	DESCRIPTION
01	ADDITIONAL COMMENTS
02	ADDITIONAL COMMENTS
03	ADDITIONAL COMMENTS
04	ADDITIONAL COMMENTS
05	ADDITIONAL COMMENTS
06	ADDITIONAL COMMENTS
07	ADDITIONAL COMMENTS
08	ADDITIONAL COMMENTS
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15	ADDITIONAL COMMENTS
16	ADDITIONAL COMMENTS
17	ADDITIONAL COMMENTS
18	ADDITIONAL COMMENTS
19	ADDITIONAL COMMENTS
20	ADDITIONAL COMMENTS

PROJECT CONTACTS

- OWNER-DEVELOPER**
- DDS PROPERTIES, LLC
900 DANDY STREET
ELKO, NEVADA 89801
CONTACT: DUSTY SHARP
(775) 777-2849
- CIVIL ENGINEER**
- CARTER ENGINEERING, LLC
P.O. BOX 794
ELKO, NEVADA 89801
CONTACT: JAMES W. CARTER, P.E.
(775) 397-2531





OF 17

SHEET C6

DESIGN BY: LLC

DRAWN BY: LLC

CHECKED BY: LLC

DATE: 1-16-19

JOB NO: 05-2016

DWG NO: 2818-04

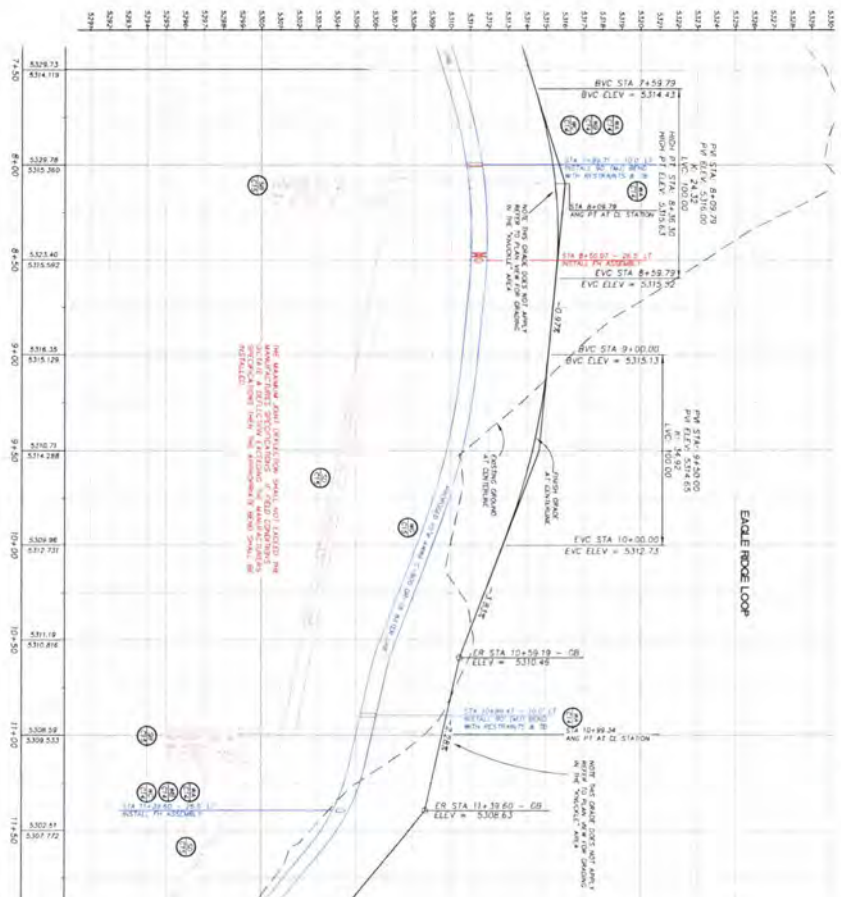
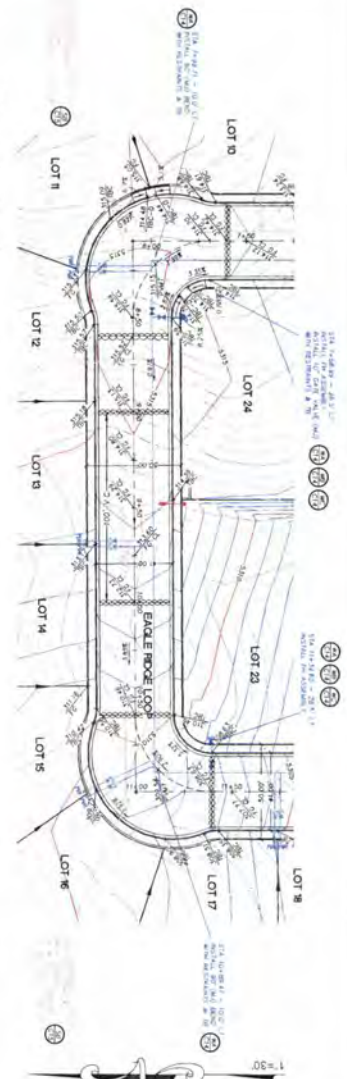
DDS PROPERTIES, LLC
HUMBOLDT HILLS

SANITARY SEWER & STORM DRAIN PLAN

ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531





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|----------|--------------|-----------------|-----------------|---|---|---|---------------|------|-------------|
| OF
17 | SHEET
C10 | SCALE
1"=50' | DESIGN BY: LLC | HUMBOLDT HILLS
EAGLE RIDGE LOOP
PLAN & PROFILE STA 8+10 - 11+00
ELKO, NEVADA | Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531 |  | REV | DATE | DESCRIPTION |
| | | | CHECKED BY: LLC | | | | DATE: 1-16-19 | 1 | 03-24-19 |
| | | | DWG NO: 2018-06 | | | | | | |



OF 17

SHEET C11


DESIGN BY: LLC
 DRAWN BY: LLC
 CHECKED BY: LLC
 DATE: 1-18-16
 JOB NO: 06-2016
 DWS NO: 2016-06

HUMBOLDT HILLS EAGLE RIDGE LOOP

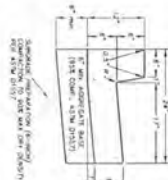
PLAN & PROFILE 11+00 - 14+38.95

ELKO, NEVADA

Carter Engineering, LLC
 Civil Engineering
 P. O. Box 794
 Elko, Nevada 89803
 775-397-2531



REV	DATE	DESCRIPTION
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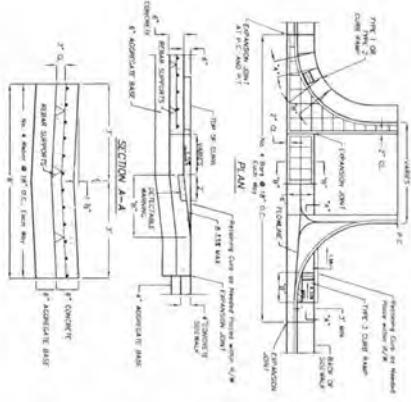


CURB AND GUTTER NOTES

1. CURB AND GUTTER SHALL BE CONSTRUCTED TO THE ELEVATION OF THE FINISH GRADE AND 2.0" OF THE FINISH GRADE.
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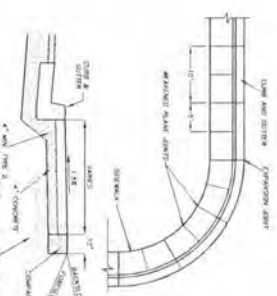
TYPE I CURB AND GUTTER

(A)



P.C.C. VALLEY GUTTER WITH APRON

(D)

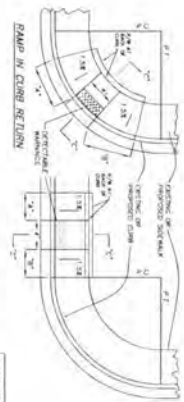


SPECIAL NOTES

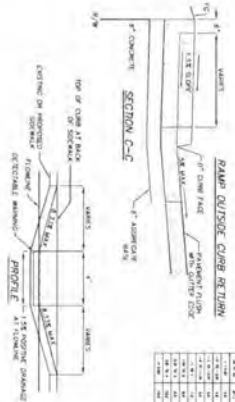
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4. CURB AND GUTTER SHALL BE CONSTRUCTED TO THE ELEVATION OF THE FINISH GRADE AND 2.0" OF THE FINISH GRADE.

P.C.C. SIDEWALK

(B)

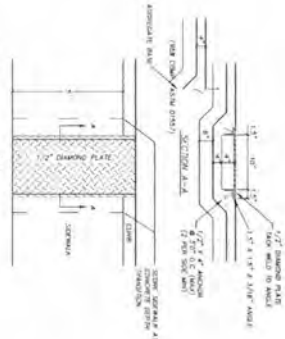


ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	CONCRETE	1.00	CU YD	120.00
2	REINFORCING BARS	1.00	LB	1.00
3	FORMWORK	1.00	SQ YD	10.00
4	FINISH GRADE	1.00	SQ YD	1.00
5	CONCRETE	1.00	CU YD	120.00
6	REINFORCING BARS	1.00	LB	1.00
7	FORMWORK	1.00	SQ YD	10.00
8	FINISH GRADE	1.00	SQ YD	1.00
9	CONCRETE	1.00	CU YD	120.00
10	REINFORCING BARS	1.00	LB	1.00
11	FORMWORK	1.00	SQ YD	10.00
12	FINISH GRADE	1.00	SQ YD	1.00
13	CONCRETE	1.00	CU YD	120.00
14	REINFORCING BARS	1.00	LB	1.00
15	FORMWORK	1.00	SQ YD	10.00
16	FINISH GRADE	1.00	SQ YD	1.00
17	CONCRETE	1.00	CU YD	120.00
18	REINFORCING BARS	1.00	LB	1.00
19	FORMWORK	1.00	SQ YD	10.00
20	FINISH GRADE	1.00	SQ YD	1.00



CURB RAMP

(E)

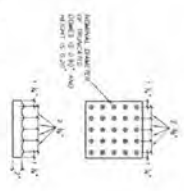


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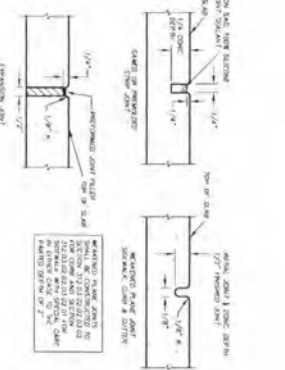
SIDEWALK CROSS DRAIN

(C)



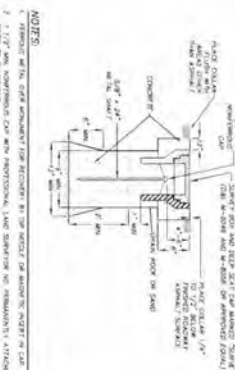
CURB RAMP NOTES

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P.C.C. JOINTING DETAILS

(F)



NOTES

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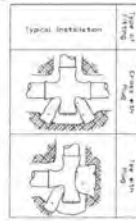
CLASS A MONUMENT

(F)



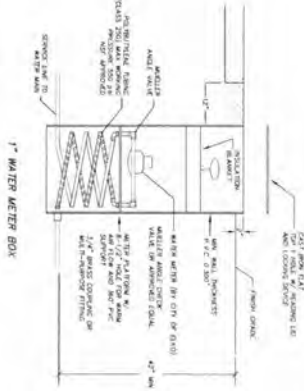
View	Top View	Side View	End View	Bottom View
Standard				

View	Top View	Side View	End View	Bottom View
Standard				



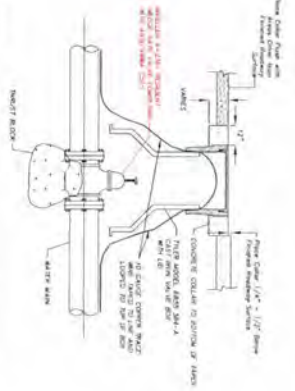
- NOTES:
1. Thrust blocks to be constructed of Class 20 concrete.
 2. Thrust blocks to be constructed of Class 20 concrete.
 3. Thrust blocks to be constructed of Class 20 concrete.
 4. Thrust blocks to be constructed of Class 20 concrete.
 5. Thrust blocks to be constructed of Class 20 concrete.

STANDARD THRUST BLOCKS



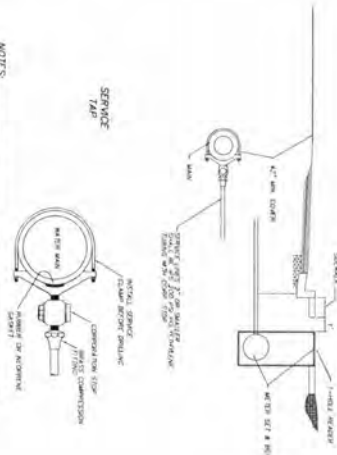
- NOTES:
1. Water meter box shall be installed / installation instructions, water box.
 2. No more than one extension allowed.
 3. Locate water meter / to remove block of service.

WATER METER



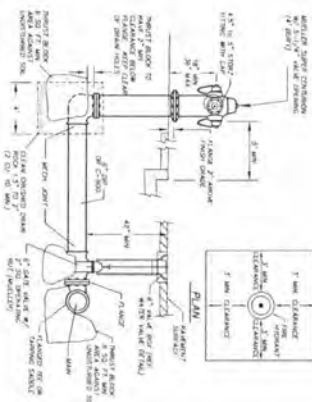
- NOTES:
1. Water meter shall be installed in accordance with the manufacturer's instructions.
 2. Water meter shall be installed in accordance with the manufacturer's instructions.
 3. Water meter shall be installed in accordance with the manufacturer's instructions.
 4. Water meter shall be installed in accordance with the manufacturer's instructions.
 5. Water meter shall be installed in accordance with the manufacturer's instructions.

VALVE AND BOX



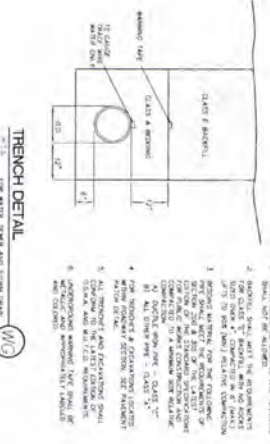
- NOTES:
1. Water meter shall be installed in accordance with the manufacturer's instructions.
 2. Water meter shall be installed in accordance with the manufacturer's instructions.
 3. Water meter shall be installed in accordance with the manufacturer's instructions.
 4. Water meter shall be installed in accordance with the manufacturer's instructions.
 5. Water meter shall be installed in accordance with the manufacturer's instructions.

WATER SERVICE CONNECTION



- NOTES:
1. Water service connection shall be installed in accordance with the manufacturer's instructions.
 2. Water service connection shall be installed in accordance with the manufacturer's instructions.
 3. Water service connection shall be installed in accordance with the manufacturer's instructions.
 4. Water service connection shall be installed in accordance with the manufacturer's instructions.
 5. Water service connection shall be installed in accordance with the manufacturer's instructions.

FREE HYDRANT ASSEMBLY



- NOTES:
1. Free hydrant assembly shall be installed in accordance with the manufacturer's instructions.
 2. Free hydrant assembly shall be installed in accordance with the manufacturer's instructions.
 3. Free hydrant assembly shall be installed in accordance with the manufacturer's instructions.
 4. Free hydrant assembly shall be installed in accordance with the manufacturer's instructions.
 5. Free hydrant assembly shall be installed in accordance with the manufacturer's instructions.



Eur J Intern Med 2006; 27: 98-104.

- [illegible]

IF YOU WOULD LIKE TO ENTER THE CONTEST, VISIT WWW.BEATTHEBOSS.COM FOR MORE INFORMATION.

Using a 700-WATT SPECIALTY PPT, SHERES STRIPLED, FINE-GRAIN BATHY MAGNETICALLY TO BE USED WITH VARIOUS AT-1000 SERIES AND OTHER LOW-IMPEDANCE TO 100 OHM MAGNETIC PPT'S.

STING MEET THE FIGHT MAN AGAIN IN THE MAIN TOP DRAWING CARD FIGHT MAIN EVENT OF THE NIGHT MAIN CARD

* POLYETHYLENE OR CRYSTALLINE LOW ALKYLENE POLYMER WITHIN 10 CARBON RADIUS OF THE POINT OF CRACKING WILL NOT BECOME CRACKING. THEREFORE, POLYETHYLENE AND POLYPROPYLENE WILL NOT BECOME CRACKING. THEREFORE, POLYETHYLENE AND POLYPROPYLENE WILL NOT BECOME CRACKING.

THE EFFECT OF ATRIAL SIZE ON CIRCULAR VELOCITY IN ATRIAL ABLATION

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 257: 105–112

4150 W. 82ND AVE, BAYVIEW, MI 48148

MAKING CONTACT WITH AINIA

THESE RESULTS ARE IN ACCORD WITH OTHER RESEARCH, WHICH HAS SHOWN THAT THE PERCENTAGE OF WOMEN AMONGST THE LEADERSHIP OF A COMPANY IS POSITIVELY RELATED TO THE COMPANY'S FINANCIAL PERFORMANCE.

- **STRAIN RATE** (TEMPERATURE, STRESS, AND STRAIN RATE) AFFECTS THE RATE OF CRYSTALLIZATION
- **TEMPERATURE** AFFECTS THE RATE OF CRYSTALLIZATION (CRYSTALLIZATION RATE IS MAXIMUM AT A CERTAIN TEMPERATURE)
- **CRYSTALLINITY** AFFECTS THE PROPERTIES OF POLYMERS (CRYSTALLINITY AFFECTS THE MECHANICAL, ELECTRICAL, AND THERMAL PROPERTIES OF POLYMERS)

PHILIP TONER AND L. ALBERTO MASTRORATTO

[illegible]

Figure 10. The effect of the initial concentration of the monomer on the polymerization rate.



Another 15,000 will be constructed, these include new schools (6,000) to which is planned to be contributed by the Swedish Government, Environmental Protection and the City of Göteborg (Sweden).

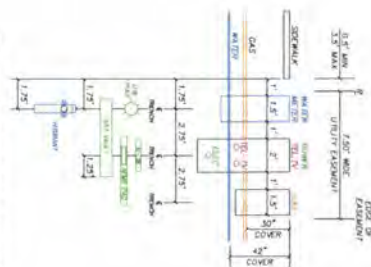
must be reduced to meet emission targets, the reduction will be determined with the approval of and in accordance with the government. A standard of the highest of water.

1

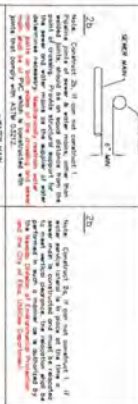
Water. Construct 26, if can not construct 1, if water main or water service is in place at the time a sewer main is constructed and must be reported to meet particular standards, this reduction must be performed in such a manner as is authorized by the **sewer Division of Environment Protection and the City of East Windsor Corporation.**

NOTES:

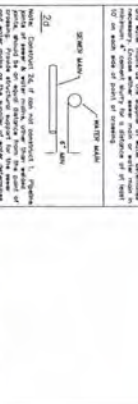
SEWAGE LINE CROSSING A WATER MAIN ON WATER LATERAL



NOTE: MAINTAIN UTILITY SEPARATIONS IN ACCORDANCE WITH ALL ENERGY PROVIDER REGULATIONS. SALTIVE BROADBAND, SOUTHWEST GAS CORP. ANY CITY OF ELMO REQUIREMENTS.

[illegible]

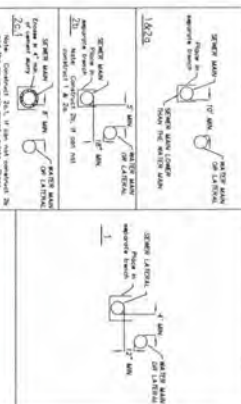
2c. Conduct 2c. If you did conduct 1, figure out how to make a wider mirror, other than adding more mirrors.



SEWER MAIN CROSSING WATER MAIN	SEWER MAIN CROSSING WATER SERVICE LATERAL
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NOTES:

1. SEWER MAIN CROSSING WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE REQUIREMENTS OF NAC 450A.0710 & NAC 450A.0711.



2

Note: If 1 can be constructed, then neither can 2, neither can 3, and neither can 4, as indicated by the **Standard Construction** for **Constructions** and the **Key of Facts** (bottom, right-hand).



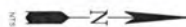
SEWER MAIN PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL	SEWER SERVICE LATERAL PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL
NOTES:	

PARALLEL LINE SEPARATION

SEWAGE LINE PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL, SPACING REQUIREMENTS OF NAC 453A.8775 & NAC 453A.8718



WCO3 APPROVAL



1. ALL WORK BASED ON CHIT TO BE SLOPE AND CONSTRUCTION SET MUST OBSERVE THE FOLLOWING PRACTICES: HYDROLOGIC.
2. ECA AND ECL SHALL BE MAINTAINED TO CONTROL DRAIN.
3. CONSTRUCTION ENTRANCE LANE IS NOT CONSIDERED AS BOTH POINTS OF ACCESS FOR TO DRAINAGE PROBLEMS.
4. DRAINAGE CONSTRUCTION TEMPORARY DRAINAGE DITCHES AND DITCHES SHALL BE MAINTAINED TO CONTROL DRAINAGE PROBLEMS. ALL DRAINAGE SHALL BE MAINTAINED AFTER SLOPE CONSTRUCTION TO THE USE OF THE SLOPE.
5. ALL DRAINAGE DITCHES SHALL BE MAINTAINED TO ECA (ECL) IF NOT MAINTAINED.

SECTION 8, TOWNSHIP 34 NORTH, RANGE 55 EAST
VICINITY MAP

GENERAL CONTRACTOR

BRAEMAR CONSTRUCTION
930 IDAHO STREET
ELKO, NEVADA 89601
CONTACT: DUSTY SHIPP OR JULE BACON
(775) 777-2949



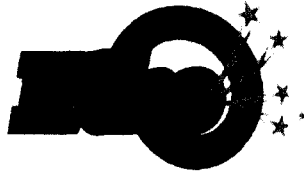
Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

DDS PROPERTIES, LLC
HUMBOLDT HILLS
EROSION CONTROL PLAN
ELKO, NEVADA

DESIGN BY: LLC	<p>SCALE</p> <p>HORIZ 1"=40'</p> <p>VERT N/A</p>	OF 17
DRAWN BY: LLC		<p>SHEET</p> <p>C17</p>
CHECKED BY: LLC		
DATE: 1-16-19		
JOB NO: 05-2018		
DWG NO: 2018-06		

**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: **February 12, 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

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT 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.

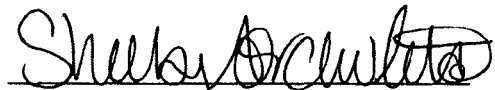
10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.

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

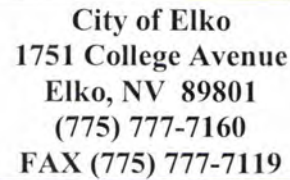
The Planning Commission's findings to support its recommendation are the Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Plat is in conformance with the Preliminary Plat. The 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



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 programed 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 = \$36,100
\$1,700

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

Phase 3.txt

Precision 1: 320,000,000.00

Parcel name: Lot 46

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

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

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

Parcel name: Lot 47

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

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

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

Phase 3.txt

Parcel name: Lot 48

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

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

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

Parcel name: Lot 49

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

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

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

Parcel name: Lot 50

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

Phase 3.txt

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

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

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

 Parcel name: Lot 51

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

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

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

Phase 3.txt

Parcel name: Lot 52

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

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

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

Parcel name: Lot 53

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

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

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0063 Course: N 47-53-33 E
 Error North: 0.00425 East : 0.00471
 Precision 1: 57,442.86

Phase 3.txt

Parcel name: Lot 54

Curve	North: 28473069.3312	East : 612868.4368
	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

Curve	North: 28473126.1460	East : 612840.0584
	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
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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
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Error North: 0.00852	East : -0.00093
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Precision 1: 350,104.65

**Elko City Council
Agenda Action Sheet**

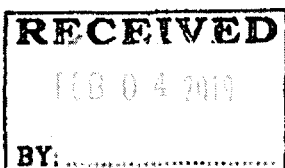
1. Title: **Review, consideration, and possible issuance of a permanent Certificate of Occupancy for the property located at 537 South 5th Street, owned by Mr. John Dagley, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The City issued a Temporary Certificate of Occupancy dated October 7, 1993 for a structure located at 537 South 5th Street. The Temporary Certificate of Occupancy was issued for a period of 180 days and cited three conditions to be satisfied before a final inspection could be completed. The first condition required completion of the final grade which based on the City approved grading plan. The grading plan showed drainage away from the structure to the South Fifth Street right-of-way. That condition has not been addressed. The City Council considered the request for a permanent Certificate of Occupancy on October 11, 2016 and directed staff to seek solutions for the drainage issues associated with 537 S. 5th Street and hopefully engage neighbors in the area and be able to come up with a solution that can be presented to the board. The Building Official and the Assistant City Manager inspected the site with Mr. Dagley on June 12, 2018. Based on the information presented by Mr. Dagley and the site inspection, no apparent solutions were identified. Mr. Dagley met with the Assistant City Manager on February 4, 2019 and provided his files for review. The Assistant City Manager identified a potential solution which requires drainage into the sanitary sewer. The Assistant City Manager discussed the possibility with the Utilities Director and determined the potential solution could be presented to Mr. Dagley. The Assistant City Manager met with Mr. Dagley on February 5, 2019, discussed the potential solution, and informed Mr. Dagley that he would need to engage the appropriate design professional to fully evaluate and design the drainage solution. SW**
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: **A Letter from Mr. John Dagley dated February 4, City Council minutes dated October 11, 2016, a copy of Temporary Certificate of Occupancy dated October 7, 1993; Construction Drawings for Al Cortez**

Agenda Item VI.B.

Automotive Garage Project approved on July 20, 1993; A letter from Elko Fire Department dated August 2, 1993

9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mr. John Dagley**
tetonsigns@yahoo.com



Feb 4 2019

Request: If possible, To Have
The opportunity To address The
Elko City Council, CONCERNING
The property located at 537 South
5th Street, Elko, NV.

Topic:

Re-visit the Certificate of occupancy,
Drainage Issues, Remedies, which
has been brought before the Council
In the past.

ISSUE: This property was Developed
and construction without any
guidance from the City of Elko Bldg.
Dept. And without any concerns
for the ABC. In effect at the time,
By the Bldg Dept. of property owner
or contractor.

Thank you

John W. Dayley

APR
001-452-015

Temporary
Certificate of Occupancy

CITY OF ELKO

DEPARTMENT OF BUILDING INSPECTION

This Certificate issued pursuant to the requirements of Section 306 of the Uniform Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City of Elko regulating building construction or use. For the following:

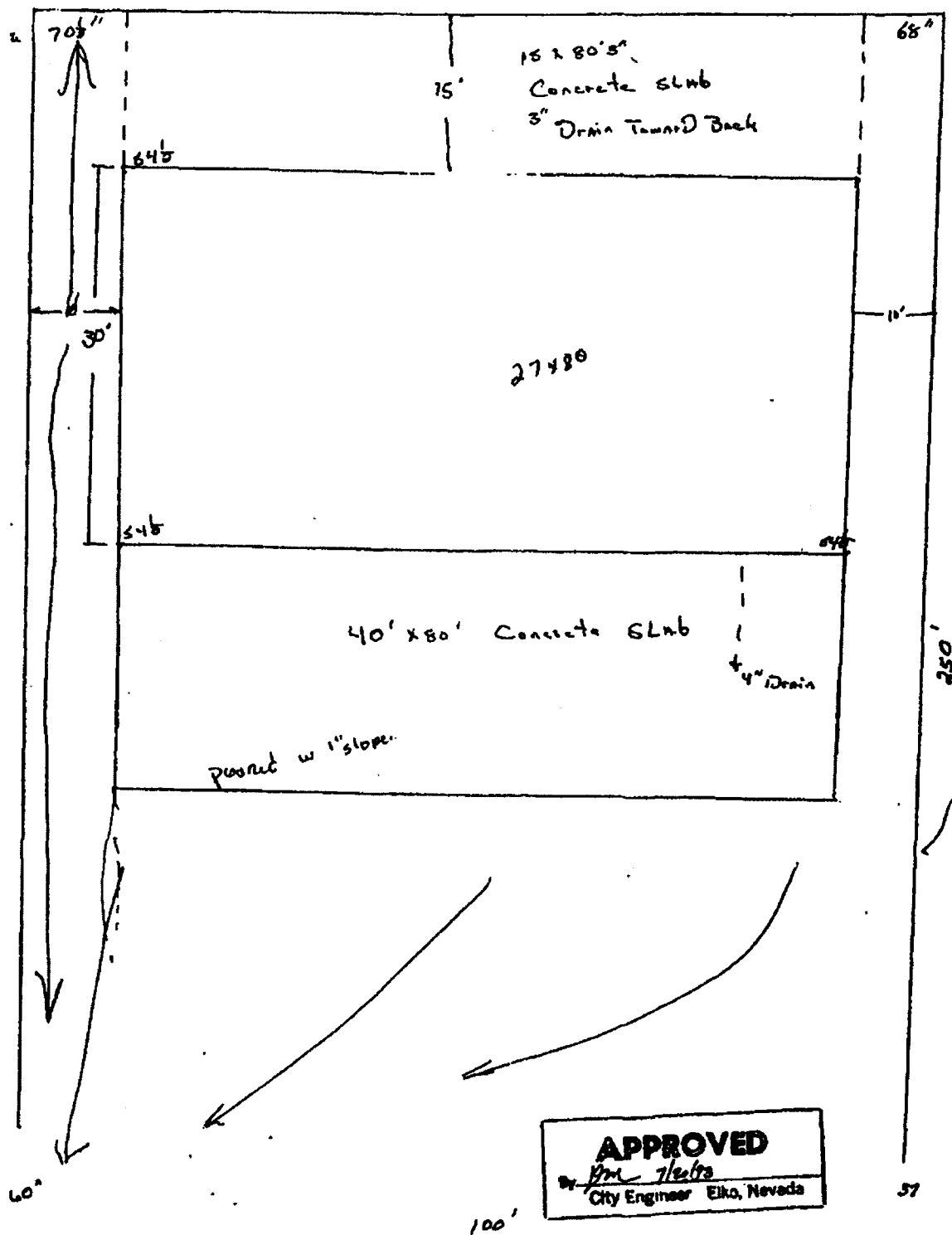
Use Classification REPAIR GARAGE Bldg. Permit No. 3522
Group B-1 Type Construction V - 1 HOUR Use Zone COMMERCIAL
Owner of Building Al Cortez Address 817 Hillside Drive
Building Address 537 South 5th Street Locality Lot 15 - Block D - Elko City
By Dean Becker
Dean Becker Date October 7, 1993
Building Official

POST IN A CONSPICUOUS PLACE

Film #3 &
#15

#3522 - 1993

Steel Building - See App &
or film for more details.



APPROVED
By Jim T. Latta
City Engineer Elko, Nevada

537 5 6 7 8

For ALL Cores

This temporary certificate of occupancy is issued for 180 days. Call for a final inspection when the following items are complete:

- 1) Complete Final Grade
- 2) Install Fire Extinguishers
- 3) Ensure Positive Drainage From Building

ELKO FIRE DEPARTMENT

723 Railroad Street

Elko! Nevada 89801

O.P. Cash
Fire Chief

(702) 738-3211

Verl Jarvie
Assistant Fire Marshal

Roy Slate
Assistant Fire Chief

Arlene King
Secretary

August 2, 1993

Mr. Lance Fish
Jerrie Wolfe & Associates, Architects
410 South Orchard; Suite 100
Boise, Idaho 83705

Lance,

I have completed the review of the construction drawings for the Al Cortez Automotive Garage Project. The 1991 Uniform Building Code and the 1988 Uniform Fire Code are being utilized for this review.

The following list contains items that need to be addressed. The notation in the left column of each numbered item is the necessary action to be taken.

- | | | |
|-------------------------------------|----|--|
| SUBMIT DRAWING
OF SPECIFIED ITEM | 1) | Sheet A-2, Shop Area: UBC, Section 702 (c), requires that the floor slope to a floor drain with an oil separator or trap, discharging to sewers in accordance with the Uniform Plumbing Code. |
| TAKE CORRECTIVE ACTION | 2) | An approved fire hydrant is to be installed at a location at the front of the property facing South Fifth Street, prior to the issue of the Certificate of Occupancy. Contact the Fire Department for assistance in locating the hydrant. Reference: UFC, Section 10.30 (c). |
| TAKE CORRECTIVE ACTION | 3) | Sheet A-3, Stair Detail: Regarding handrail dimension and spacing from the wall, install handrail to the specifications of UBC, Section 3306 (1). |
| SUBMIT DRAWING
OF SPECIFIED ITEM | 4) | Sheet A-2: No notations are made on plans regarding the required ventilation per UBC, Section 705 (b). |

WAS NOT DONE

Not Done

SMOKE DETECTORS SAVE LIVES

serve again on the board that she was on in the first place. This is our project. It was a unique project between the City, County and the Feds. It is a great asset to our community.

- D. Review, consideration, and possible issuance of a permanent Certificate of Occupancy for the property located at 537 South 5th Street, owned by Mr. John Dagley, and matters related thereto. **FOR POSSIBLE ACTION**

The City issued a Temporary Certificate of Occupancy dated October 7, 1993 for a structure located at 537 South 5th Street. The Temporary Certificate of Occupancy was issued for a period of 180 days and cited three conditions to be satisfied before a final inspection could be completed. The first condition required completion of the final grade which based on the City approved grading plan would drain runoff from the property to South Fifth Street. That condition has not been addressed. SW

Ted Schnoor, Building Official, explained he is looking at a request from John Dagley to get a permanent certificate for this building. He has had conversations with Mr. Dagley regarding this site and the problems there. He has nothing in his code that says he can waive the conditions of a Temporary Certificate of Occupancy (C of O) and issue a permanent certificate. The main issue is the drainage that would collect the water and move it to 5th St.

Scott Wilkinson, Assistant City Manager, said he is not sure it is physically possible to get that drainage to 5th street the way it was developed. Has there been any discussion with neighboring properties to try to acquire drainage easements where you might have an alternative solution to the staff conditions that were imposed in 1993?

John Dagley said he has been working with the city for some time. On the NW corner of 5th Street, the city came out and took some elevation shots. There is only one inch of drainage from the south corner of the building out to the street. He has had conversations with the neighboring owners and they all say they want to sue him. We could put in a water and grease/oil/water separator but that would mean that the water would have to go into the city sewer. When he bought the property, nothing was presented to him that there were any issues at all with it. Mr. Cortez built this as a residence and then converted it to a business. There were no permits taken out. The floors are settling. The beams have dropped 1.5 inches into the ground. He has gotten two opinions from engineers in town and they do not have good news. He would have to go down almost 30 feet into the parking lot to put in a drain. He has had offers to sell the building but he can't sell it without a permanent C of O. The city has been gracious working with him on this. He needs to know where he stands on this. He was advised that the city has to give him the C of O because it has been so long and the city has not enforced it.

Dave Stanton, City Attorney, said this is an unfortunate situation. In his opinion, a temporary certificate was issued for this property in 1993. It expired without the conditions being met. Since then the property has been used in violation of city code. The city has simply not enforced that condition. If properties are being treated differently that can be a problem. This property has a unique situation. He disagrees with whoever said we have to issue the certificate.

Mr. Dagley said that when he started this years ago, not one of the current council members were on the board. He has never made a demand of the city. He wants this done where we can make

everyone happy so he can get rid of this property. If the city does not allow a C of O, please do not close the building down and allow them to operate until the situation can be remedied.

Councilman Schmidlein asked if there was a storm drain in the vicinity.

Mr. Limberg answered there was one but the difficulty was getting the drop to that drain.

Councilman Schmidlein asked if it would be feasible to put a lift station in.

Mr. Limberg said that has been discussed.

Mr. Dagley said they looked into several options with that. There was a debate as to the jurisdiction; City, County or NDOT. The nearest storm drain is on Bullion. The most reasonable solution was putting the drainage into the sewer line but isn't what anyone wants to do. They looked at putting in a leach line but that would be down 30 ft. The water now is going under the building and to the backside into a field. We can't seem to come up with anything that will help us remedy this.

Councilman Rice asked why the neighbors want to sue.

Mr. Dagley answered the fellow to the north is an apartment building that is down is a hole. The water comes off his property and washes out the hillside into the apartment building. He isn't sure why Mr. Uribe why wants to sue him.

Councilman Rice said it seems as though that the solution at hand is the sewer one.

Mayor Johnson said you can't discharge storm water into a sanitation drain.

Councilman Rice asked if the city has any authority to work with neighbors for a drainage easement to help remedy this.

Mr. Stanton said the city has the authority to discuss the issue with the neighbors and mediate a solution.

Mr. Wilkinson said the solution is to have some infrastructure in that corner that captures all of that surface run off, drop it down in elevation and take it out to that dead end street.

Councilman Rice feels there are some negotiable solutions that will cost some money. Without a solution you don't have an asset. It is worth staff time to see if some sort of easement can be negotiated and what the cost would be.

Mr. Stanton noted if the city would expend money it would have to serve a public benefit. We can't buy an easement to serve just a single property.

Councilman Rice felt it was a health and safety issue because it is affecting people downstream.

Councilman Keener thought Councilman Rice was suggesting that the city be a catalyst to help find a solution.

Mayor Johnson felt this was a private issue. The City of Elko's role is to ensure the quality standard is in place and issue the C of O. We need to treat all properties the same across the board. This is a no-win situation and we need to be careful.

Councilman Rice suggested Mr. Dagley engage a professional real estate agent to look for other creative solutions. We look for engineering options and you look for options on the private side. We are between a rock and a hard place.

Mr. Dagley agreed and he is stuck too. No one wants to buy a piece of property that they will have to spend over \$300,000 in order to use it. He asked the city not red-tag the building.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to direct staff to seek solutions for the drainage issues associated with 537 S. 5th Street and hopefully engage neighbors in the area and be able to come up with a solution that can be presented to the board.**

The motion passed. (3-2 Mayor Johnson and Councilwoman Simons voted no.)

After the motion and before the vote, Councilwoman Simons said this is why she always votes no on any curb, gutter and sidewalk protest. We have to be fair to everybody. She is not willing to budge and wants complete fairness.

Mayor Johnson said one thing he likes about Elko is that when you come to council meetings everyone wants to help. When we look at this type of issue, this is not a City of Elko problem. The solution has to come from the property owner. He can't support the motion. He isn't concerned with closing the building. He wanted to keep the process moving but doesn't agree with staff looking for a solution.

Mr. Wilkinson envisioned that effort. They had a site plan approved that directed the drainage to N. 5th Street. He didn't envision the staff being anymore involved with that than any other developer or redeveloper. It would be minimal and we wouldn't be doing any engineering. We need to take a look at some grade differences and the possibility of the drainage going off the property.

Councilman Rice didn't think they were asking staff to do anything more than Mr. Wilkinson described.

Councilman Schmidlein asked that the motion be restated.

Diann Byington, Recording Secretary, read her notes. "Seek solutions for drainage issues and engage neighbors and come up with a solution."

Councilman Keener noted he didn't say to provide a solution. He said seek a solution. This is a unique circumstance that he has not encountered since being on this board. This is effecting the neighbors. He felt if the neighbors were contacted by city staff they may get a different response. It is worth staff spending a little bit of time looking at what the options would be.

Councilman Schmidlein wanted to see drawings for the staff to review.

Mr. Dagley said if there was another opportunity for another meeting with the city, he has already worked with Lostra and AAA Engineering. He has also gone into great depths with Mr. Limberg to find a suggestion as to how to remedy this. We have all the information we can gather on solutions.

Mr. Limberg encouraged Mr. Dagley to attend the Thursday morning Development Meetings at 8:30 am.

Council voted on the motion.

- E. Review, discussion, and possible action to support or not support Statewide Ballot Questions 1 - 4, consisting of the Background Check Initiative (Question #1), the Initiative to Regulate and Tax Marijuana (Question #2), the Energy Choice Initiative (Question #3), and the Medical Patient Tax Relief Act (Question #4), and matters related thereto. **FOR POSSIBLE ACTION**

In summary, Ballot Question Numbers 1 and 2 propose new statute or amend existing statute and qualified for the ballot through initiative petitions filed in 2014. Both petitions were presented to the Nevada Legislature in 2015 but were not acted upon and therefore will be presented to the voters. Ballot Question Numbers 3 and 4 propose amendments to the *Nevada Constitution* and qualified for the ballot through initiative petitions filed in 2016. If successful at this election, these questions will appear again on the 2018 general election ballot. Although a complete summary from the Nevada Secretary of State has been included in the agenda packet for review, each Ballot Question has been listed below for possible City Council action to support or not support each individual question. CC

Question #1

Shall Chapter 202 of the *Nevada Revised Statutes* be amended to prohibit, except in certain circumstances, a person from selling or transferring a firearm to another person unless a federally-licensed dealer first conducts a federal background check on the potential buyer or transferee?

Question #2

Shall the *Nevada Revised Statutes* be amended to allow a person, 21 years old or older, to purchase, cultivate, possess, or consume a certain amount of marijuana or concentrated marijuana, as well as manufacture, possess, use, transport, purchase, distribute, or sell marijuana paraphernalia; impose a 15 percent excise tax on wholesale sales of marijuana; require the regulation and licensing of marijuana cultivators, testing facilities, distributors, suppliers, and retailers; and provide for certain criminal penalties?

**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 Humboldt Hills subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 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. SAW
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. **Business Impact Statement: Not Required**
8. Supplemental Agenda Information: **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 Humboldt Hills 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: **DDS Properties, LLC
717 West Idaho Street
Elko, NV 89801**

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

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.

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, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** 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, MAINTENANCE GUARANTY, 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 Scott Wilkinson, (or the

then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Robert Capps, Parrado Partners LP, 1910 Idaho St. 102-603, Elko, NV 89801.

- F. CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

P. **REMEDIES NOT EXCLUSIVE.** No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The **City** shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER - _____

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

EXHIBIT "A"**PROJECT: Great Basin Estates - ELKO, NEVADA - Phase 3****Robert Capps****ENGINEER: SUMMIT ENGINEERING CORP.**

PREPARED BY:

NIB

DATE:

10/18/2018

ZONING: Residential

- STREETS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT FOR STREETS	72,405	SF	\$2.35	\$170,151.75
9" BASE FOR STREETS	2,010	CY	\$36.00	\$72,360.00
AC SAWCUT	1	LS	\$520.00	\$520.00

- GRADING -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
SITE GRADING	1	LS	\$15,000.00	\$15,000.00
CLEARING & GRUBING	1	LS	\$2,500.00	\$2,500.00

- CONCRETE -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPE I CURB AND GUTTER WITH Base & Subgrade prep. (Compacted)	2,892	LF	\$18.00	\$52,056.00
4" SIDEWALK WITH BASE (Compacted) & Subgrade prep.	11,568	SF	\$4.50	\$52,056.00
ADA RAMPS W/ DETECTABLE MARKERS WITH Base & Subgrade prep. (Compacted)	7	EA	\$2,750.00	\$19,250.00
VG & SPANDREL W/ #4 REBAR WITH Base & Subgrade prep. (Compacted)	1,587	SF	\$6.50	\$10,315.50

- SANITARY SEWER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4" DIAMETER SEWER SERVICE LATERAL	1,190	LF	\$22.00	\$26,180.00
48" DIA SSMH	5	EA	\$3,000.00	\$15,000.00
8" DIA. SS MAIN	635	EA	\$34.00	\$21,590.00

- STORM DRAIN -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPR 4R DROP INLETS	2	EA	\$2,750.00	\$5,500.00
18" SD PIPE	240	LF	\$46.00	\$11,040.00
12" SD PIPE	40	LF	\$36.00	\$1,440.00
48" DIA. SDMH	1	EA	\$3,000.00	\$3,000.00
RIP RAP 12" DIA.	1	LS	\$750.00	\$750.00

- WATER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER VALVE CONCRETE COLLARS	12	EA	\$650.00	\$7,800.00
6" GATE VALVES	6	EA	\$1,100.00	\$6,600.00
8" GATE VALVES	5	EA	\$1,250.00	\$6,250.00
10" GATE VALVES	1	EA	\$1,500.00	\$1,500.00
8" DIA. WATER MAIN	1,350	LF	\$38.00	\$51,300.00
10" DIA WATER MAIN	385	LF	\$44.00	\$16,940.00
10" ENDCAP W. THRUST BLOCK	1	EA	\$850.00	\$850.00
10" X 6" TEE	1	EA	\$1,750.00	\$1,750.00
8" X 6" TEE	3	EA	\$1,250.00	\$3,750.00
8" X 10" TEE	1	EA	\$1,450.00	\$1,450.00

8" X 8" TEE	2	EA	\$1,250.00	\$2,500.00
90 DEG BEND	1	EA	\$1,450.00	\$1,450.00
45 DEG. BEND	1	EA	\$1,450.00	\$1,450.00
EX. MAIN CONNECT	1	LS	\$1,600.00	\$1,600.00
FIRE HYDRANT ASSEMBLY W/ THRUST BLOCKS	6	EA	\$4,100.00	\$24,600.00
8" X 6" REDUCER	2	EA	\$1,200.00	\$2,400.00
1" POLY PIPE	650	LF	\$34.00	\$22,100.00

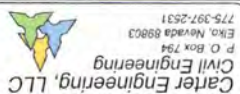
- MISCELLANEOUS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GAS SERVICE	1	LS	\$4,000.00	\$16,920.00
POWER, PHONE & CABLE SERVICE	1	LS	\$65,400.00	\$65,400.00
N36 BOXES	1	LS	\$7,200.00	\$7,200.00
STREET SIGNS	5	EA	\$1,200.00	\$6,000.00
STREET MONUMENTS	7	EA	\$850.00	\$5,950.00
QA / QC - TESTING AND INSPECTION	1	LS	\$23,500.00	\$23,500.00
CONSTRUCTION STAKING	1	LS	\$18,400.00	\$18,400.00

Total on-site Improvements

\$776,369.25

EXHIBIT B



THE CAPP'S GROUP, INC.
GRADING PLAN
GREAT BASIN ESTATES
ELKO, NEVADA

ELKO, NEVADA

DESIGN BY LLC	DRAWN BY LLC	CHECKED BY LLC	DATE 04.14.15	JOB NO. 06-2014	DWG NO. 2015-07
SCALE HORIZ 1"=50'			VERT 1"=4'		
SHEET C3			OF 17		

CENTER LINE
 EXISTING GROUND
 EXISTING
 FINISH GRADE
 FINISH LINE
 HIGH POINT
 FINISH GRADE PAVEMENT
 TOP BACK OF CURB

EXISTING SANITARY SEWER MAINS
EXISTING SANITARY SEWER LINE
EXISTING ABANDONED SANITARY SEWER
EXISTING MANHOLE
PROPOSED SANITARY SEWER MAIN
PROPOSED SANITARY SEWER LINE
PROPOSED STORM DRAIN SEWER MAIN

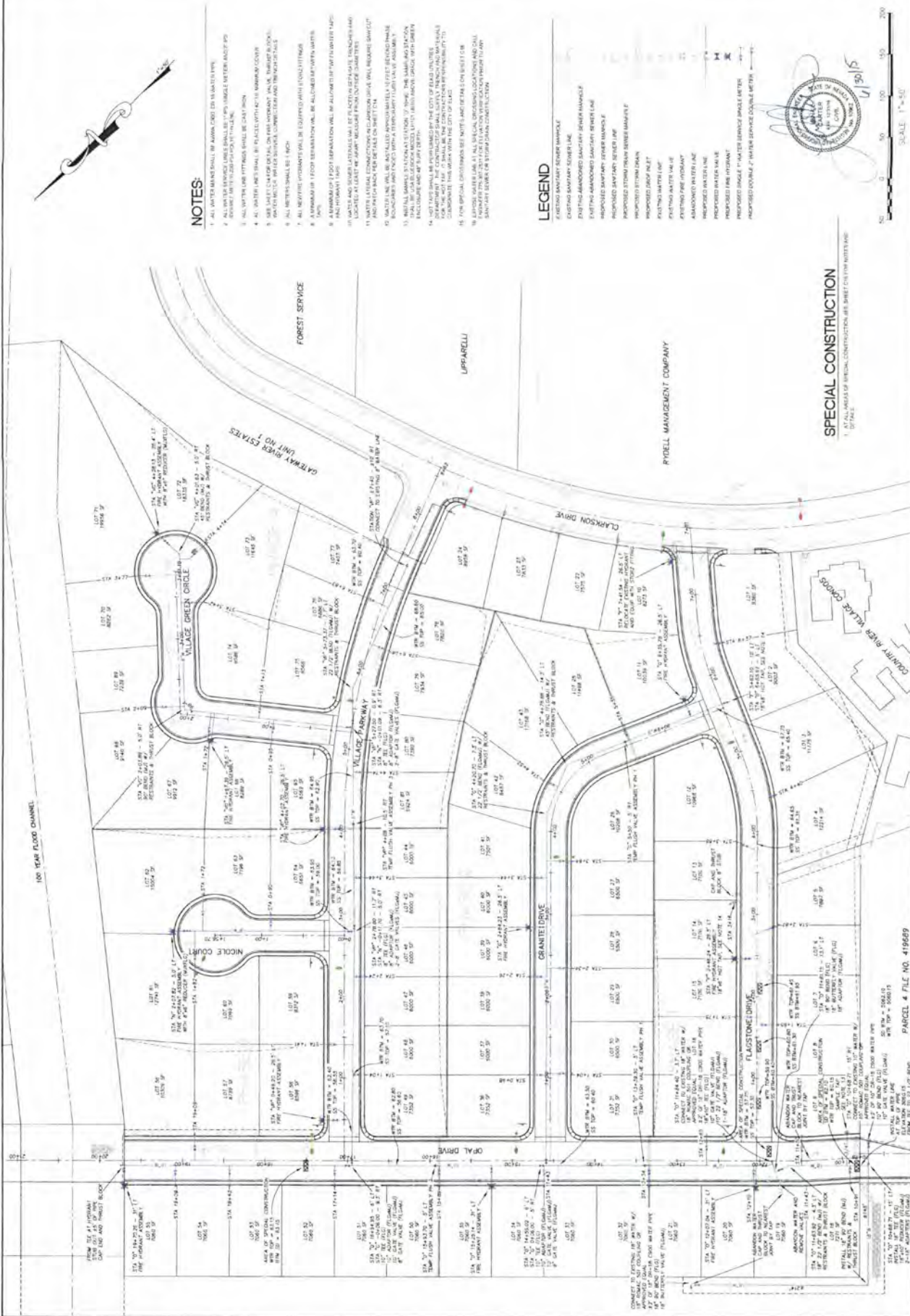
POISED SINGLE 1" WATER SERVICE SINGLE METERS
POISED DOUBLE 2" WATER SERVICE DOUBLE METERS
EXISTING GROUND CONTOUR
PROPOSED GRADE CONTOUR
SPOT ELEVATION
PERCENT OF SLOPE
GRADE BREAK LINE

STANDING SHALL BE THE FURNISHING OF CONTRACTS FOR THE PUBLIC WORKS CONSTRUCTION NOTING NO. 402, 403 AND 504.

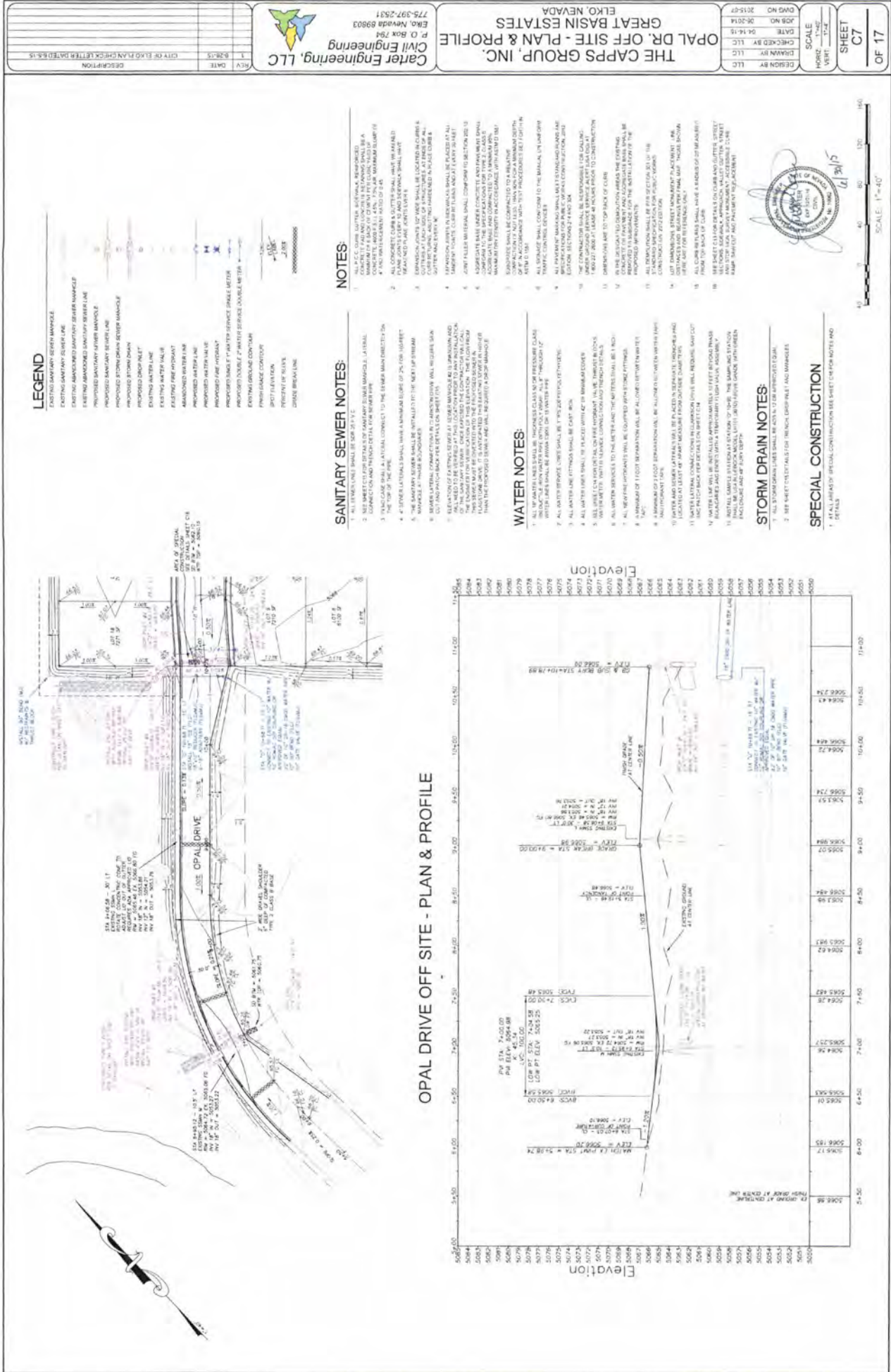
RYDELL MANAGEMENT COMPANY

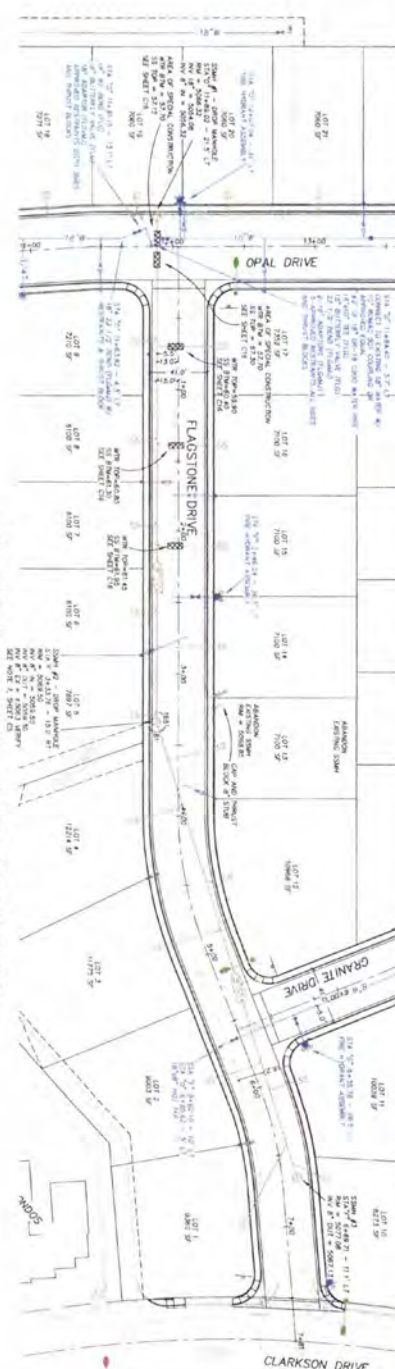


PARCEL & FILE NO. 419589







[illegible][illegible]

OF 17	SHEET C9	DESIGN BY: ELC DRAWN BY: ELC CHECKED BY: ELC DATE: 04-14-16 JOB NO: 06-2014 DWG NO: 2015-07	THE CAPPS GROUP, INC. FLAGSTONE DRIVE PLAN & PROFILE GREAT BASIN ESTATES ELKO, NEVADA	Carter Engineering, Civil Engineering P. O. Box 794 Elko, Nevada 89803 775-397-2531
		SCALE 1" = 40'		

TYPE 1 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

TYPE 2 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

TYPE 3 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

TYPE 4 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

TYPE 5 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

TYPE 6 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

TYPE 7 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

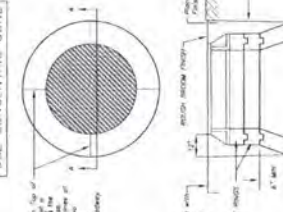
TYPE 8 CURB AND GUTTER

NOTES:
1. CURB SHALL BE 15" HIGH.
2. GUTTER SHALL BE 1" DEEP.
3. CONCRETE SHALL BE 1500 PSI.
4. SUBGRADE SHALL BE 1500 PSI.

NOTES:

1. TEMPERATURE STOP CLAMP TYPE: [DATE: VAL: 4" OR LARGER] AND SERVICE: [VAL: 70 OR 500] PSI.
2. SERVICE CLAMP SHALL BE DOUBLE CLAMP FOR ALL SERVICE VAL: 400 PSI. SERVICE VAL: 400 PSI OR 500 PSI SHALL BE DOUBLE CLAMPED FOR ALL SERVICE VAL: 400 PSI.
3. TAPS SHALL BE STANDARDIZED AND PLACED A MINIMUM OF 12" APART FOR DUCTILE IRON PIPE. ALL CLAMPS SHALL BE PLACED A MINIMUM OF 18" APART FOR 42" TAPS. SHALL BE CLAMPS BE FIRST FROM THE END OF PIPE.
4. ALL JOINTS FITTED WITH ALL OF BRASS COMPRESSION RING.


USE CONCENTRIC GORE



Notes:

1. CONCENTRIC GORE SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

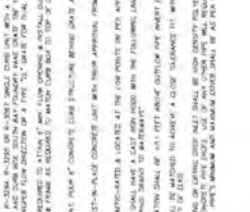
MANHOLE COLLAR



Notes:

1. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

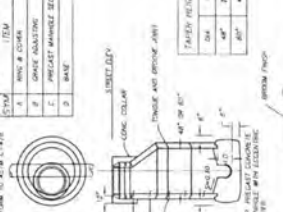
TYPE 1 MANHOLE



Notes:

1. TYPE 1 MANHOLE SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.


TYPE 1 DRAINAGE DITCH



Notes:

1. TYPE 1 DRAINAGE DITCH SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

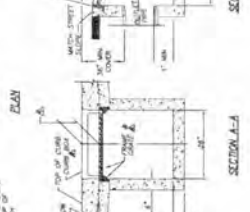
SEWER LATERAL CONNECTION



Notes:

1. SEWER LATERAL CONNECTION SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

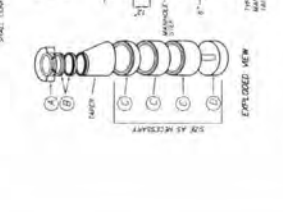
LATERAL CONNECTION FITTING



Notes:

1. LATERAL CONNECTION FITTING SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.


TYPE 4-R CATCH BASIN



Notes:

1. TYPE 4-R CATCH BASIN SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

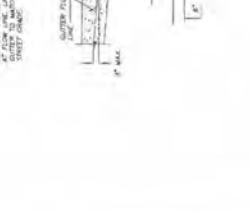
LATERAL CONNECTION ANGLES



Notes:

1. LATERAL CONNECTION ANGLES SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

SEWER LATERAL CONNECTION



Notes:

1. SEWER LATERAL CONNECTION SHALL BE USED FOR ALL CONNECTIONS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. MANHOLE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
3. CONCRETE COLLAR SHALL BE SET TO 1/4" - 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE.
4. REFER TO DETAIL SHEET MANHOLE - GENERAL NOTES FOR ADDITIONAL INFORMATION.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept the 2018 Annual Report of Planning Commission Activities, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 5, 2019, the Planning Commission took action to approve the 2018 Annual Report of Planning Commission Activities, and forward it to the Council. 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: **2018 Annual Report of Planning Commission Activities**
9. Recommended Motion: **Accept the 2018 Annual Report of Planning Commission Activities**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution:

City of Elko Planning Commission 2018 Annual Report

Chairman David Freistroffer

Vice-Chairman Jeff Dalling

Secretary Tera Hooiman

Commissioner John Anderson

Commissioner Evi Buell

Commissioner Stefan Beck

Commissioner Ian Montgomery

APPLICATIONS PROCESSED

A summary of the tasks and accomplishments of the City of Elko Planning Commission for the 2018 calendar year:

<u>Application</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Annexations	1	3	1
Boundary Line Adjustments (admin.)	0	1	4
Conditional Use Permits	7*	6	4
Appeals (City Council)	0	1	0
Curb, Gutter, Sidewalk Waivers	2 (C.C.)	1* (C.C.)	3* (C.C.)
Appeals (City Council)	0	0	0
Home Occupation Permits (admin.)	53*	37*	43*
Land Sales/Leases/Acquisitions (C.C.)	0	2*	2*
Parcel Maps (mostly administrative)	10	8*	7
Parking Waivers	2	0	0
Reversions to Acreage (City Council)	1	2	5
Revocable Permits (mostly City Council)	5	4	3
Rezones	8	12	10
Appeals (City Council)	0	0	0
Site Plan Reviews	2	0	0
Subdivisions			
Pre-Applications, Stage 1	4	0	2
Preliminary Plats	3	2	2
Final Plats	7	2	4
Temporary Sign Clearances (admin.)	2	4	3
Temporary Use Permits	2*	4	3
Vacations	4	1	3
Variances	13*	5	2
Appeals (City Council)	1	0	0
* see next page	TOTAL	95	101
	127		

APPLICATIONS PROCESSED Cont.

Application

Conditional Use Permits

1 – 2018 Conditional Use Permit Transfer
from 2003

1 – 2018 Conditional Use Permit Transfer
from 1986

Curb, Gutter, & Sidewalk Waivers

2 – 2016 applications on hold

1 – 2017 application on hold

Home Occupation Permits (admin.)

1 – 2018 application pending pickup

1 – 2018 application withdrawn

1 – 2017 application paid but never
finished

1 – 2017 application withdrawn

2 – 2016 applications paid but never
finished

Land Sales/Leases/Acquisitions (C.C.)

1 – 2017 application in progress

Parcel Maps

3 – 2017 applications refunded

Temporary Use Permits

1 – 2018 application withdrawn

Variances

1 – 2018 application refunded

***INTERACTION WITH and SUPPORT OF
the
REDEVELOPMENT AGENCY
and the
REDEVELOPMENT ADVISORY COUNCIL***

- **Analyzed applications within the Redevelopment Area for general conformance with the Redevelopment Plan.**
- **Commissioner Dalling is a member of the Redevelopment Advisory Council and therefore keeps the Planning Commission informed of redevelopment happenings.**

***CITY OF ELKO
MASTER PLAN and other
PROJECT PLANS***

- **Revision to Atlas Map #8 of the City of Elko Master Plan to remove Res-MD and replace with Public for area surrounding old PD Station on College Ave.**
- **Updated the City of Elko Land Inventory.**
- **Zoning revisions or clarification on properties throughout the City of Elko. (Ongoing)**
- **Review zoning for the RMH districts, revise map. (In progress)**

***CITY OF ELKO
ZONING and SUBDIVISION
ORDINANCE and CITY CODE
AMENDMENTS***

- **Repeal and Replaced Section 3-3 Subdivisions**
- **Revisions to Section 3-4-2 Meetings, Records, Quorum, and Voting**
- **Revisions to Section 3-2-11 IBP, IC District adding development standards**
- **Revisions to the Section 3-9 Sign Ordinance. (In progress)**
- **Revisions to the Planning Department applications. (In Progress)**

PLANNING DEPARTMENT FILING FEES COLLECTED

	<u>2018</u>	<u>2017</u>
Annexations	\$ 1,000	\$ 2,250
Conditional Use Permits	\$ 3,750	\$ 4,875
Curb, Gutter and Sidewalk Waivers	\$ 500	\$ 50
Home Occupation Permits	\$ 2,575	\$ 800
Parking Waivers	\$ 100	\$ 0
Parcel Maps	\$2,325	\$ 1,425
Reversions to Acreage	\$ 300	\$ 600
Revocable Permits	\$ 2,000	\$ 1,600
Rezones	\$ 3,300	\$ 3,000
Subdivisions	\$ 16,100	\$ 6,925
Temporary Use Permits	\$ 300	\$ 400
Vacations	\$ 2,400	\$ 600
Variances	\$ 4,350	\$ 500

TOTAL FEES COLLECTED FOR 2018
\$39,000

2017 - \$23,025 (difference of \$15,975)

**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: **February 12, 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 PROVIDE MAINTENANCE GUARANTY

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.

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, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** **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, MAINTENANCE GUARANTY, 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 Scott Wilkinson, (or the

then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Robert Capps, Parrado Partners LP, 1910 Idaho St. 102-603, Elko, NV 89801.

- F. CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

P. **REMEDIES NOT EXCLUSIVE.** No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The **City** shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER - _____

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

EXHIBIT "A"**PROJECT: Great Basin Estates - ELKO, NEVADA - Phase 3****Robert Capps****ENGINEER: SUMMIT ENGINEERING CORP.**PREPARED BY: **NIB**DATE: **10/18/2018**

ZONING: Residential

- STREETS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT FOR STREETS	72,405	SF	\$2.35	\$170,151.75
9" BASE FOR STREETS	2,010	CY	\$36.00	\$72,360.00
AC SAWCUT	1	LS	\$520.00	\$520.00

- GRADING -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
SITE GRADING	1	LS	\$15,000.00	\$15,000.00
CLEARING & GRUBING	1	LS	\$2,500.00	\$2,500.00

- CONCRETE -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPE 1 CURB AND GUTTER WITH Base & Subgrade prep. (Compacted)	2,892	LF	\$18.00	\$52,056.00
4" SIDEWALK WITH BASE (Compacted) & Subgrade prep.	11,568	SF	\$4.50	\$52,056.00
ADA RAMPS W/ DETECTABLE MARKERS WITH Base & Subgrade prep. (Compacted)	7	EA	\$2,750.00	\$19,250.00
VG & SPANDREL W/ #4 REBAR WITH Base & Subgrade prep. (Compacted)	1,587	SF	\$6.50	\$10,315.50

- SANITARY SEWER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
4" DIAMETER SEWER SERVICE LATERAL	1,190	LF	\$22.00	\$26,180.00
48" DIA SSMH	5	EA	\$3,000.00	\$15,000.00
8" DIA. SS MAIN	635	EA	\$34.00	\$21,590.00

- STORM DRAIN -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TYPR 4R DROP INLETS	2	EA	\$2,750.00	\$5,500.00
18" SD PIPE	240	LF	\$46.00	\$11,040.00
12" SD PIPE	40	LF	\$36.00	\$1,440.00
48" DIA. SDMH	1	EA	\$3,000.00	\$3,000.00
RIP RAP 12" DIA.	1	LS	\$750.00	\$750.00

- WATER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER VALVE CONCRETE COLLARS	12	EA	\$650.00	\$7,800.00
6" GATE VALVES	6	EA	\$1,100.00	\$6,600.00
8" GATE VALVES	5	EA	\$1,250.00	\$6,250.00
10" GATE VALVES	1	EA	\$1,500.00	\$1,500.00
8" DIA. WATER MAIN	1,350	LF	\$38.00	\$51,300.00
10" DIA WATER MAIN	385	LF	\$44.00	\$16,940.00
10" ENDCAP W. THRUST BLOCK	1	EA	\$850.00	\$850.00
10" X 6" TEE	1	EA	\$1,750.00	\$1,750.00
8" X 6" TEE	3	EA	\$1,250.00	\$3,750.00
8" X 10" TEE	1	EA	\$1,450.00	\$1,450.00

8" X 8" TEE	2	EA	\$1,250.00	\$2,500.00
90 DEG BEND	1	EA	\$1,450.00	\$1,450.00
45 DEG. BEND	1	EA	\$1,450.00	\$1,450.00
EX. MAIN CONNECT	1	LS	\$1,600.00	\$1,600.00
FIRE HYDRANT ASSEMBLY W/ THRUST BLOCKS	6	EA	\$4,100.00	\$24,600.00
8" X 6" REDUCER	2	EA	\$1,200.00	\$2,400.00
1" POLY PIPE	650	LF	\$34.00	\$22,100.00

- MISCELLANEOUS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GAS SERVICE	1	LS	\$4,000.00	\$16,920.00
POWER, PHONE & CABLE SERVICE	1	LS	\$65,400.00	\$65,400.00
N36 BOXES	1	LS	\$7,200.00	\$7,200.00
STREET SIGNS	5	EA	\$1,200.00	\$6,000.00
STREET MONUMENTS	7	EA	\$850.00	\$5,950.00
QA / QC - TESTING AND INSPECTION	1	LS	\$23,500.00	\$23,500.00
CONSTRUCTION STAKING	1	LS	\$18,400.00	\$18,400.00

Total on-site Improvements

\$776,369.25

EXHIBIT B

APPROVED
 BY: *[Signature]*
 DATE: *10/10/10*

[illegible][illegible][illegible]

1. 756960 46-185000701A

2. 494 - 051-025-000 191-052-004 8 DO 126-000

3. LOSS DESCRIPTION - PARCels 3 OF 1 (E. NORTH AVENUE)
PARCels 10, 11 & 12 - NUMBER 117140 AND PARCels 1, 2, 3, 4 & 5 - NUMBER 117140 IN THE OFFICE OF THE EL PASO COUNTY REGISTER

4. TOTAL IMPROVED AREA OF GREAT BAYE ESTATES 81.96 ACRES

5. 41 LOTS TOTAL

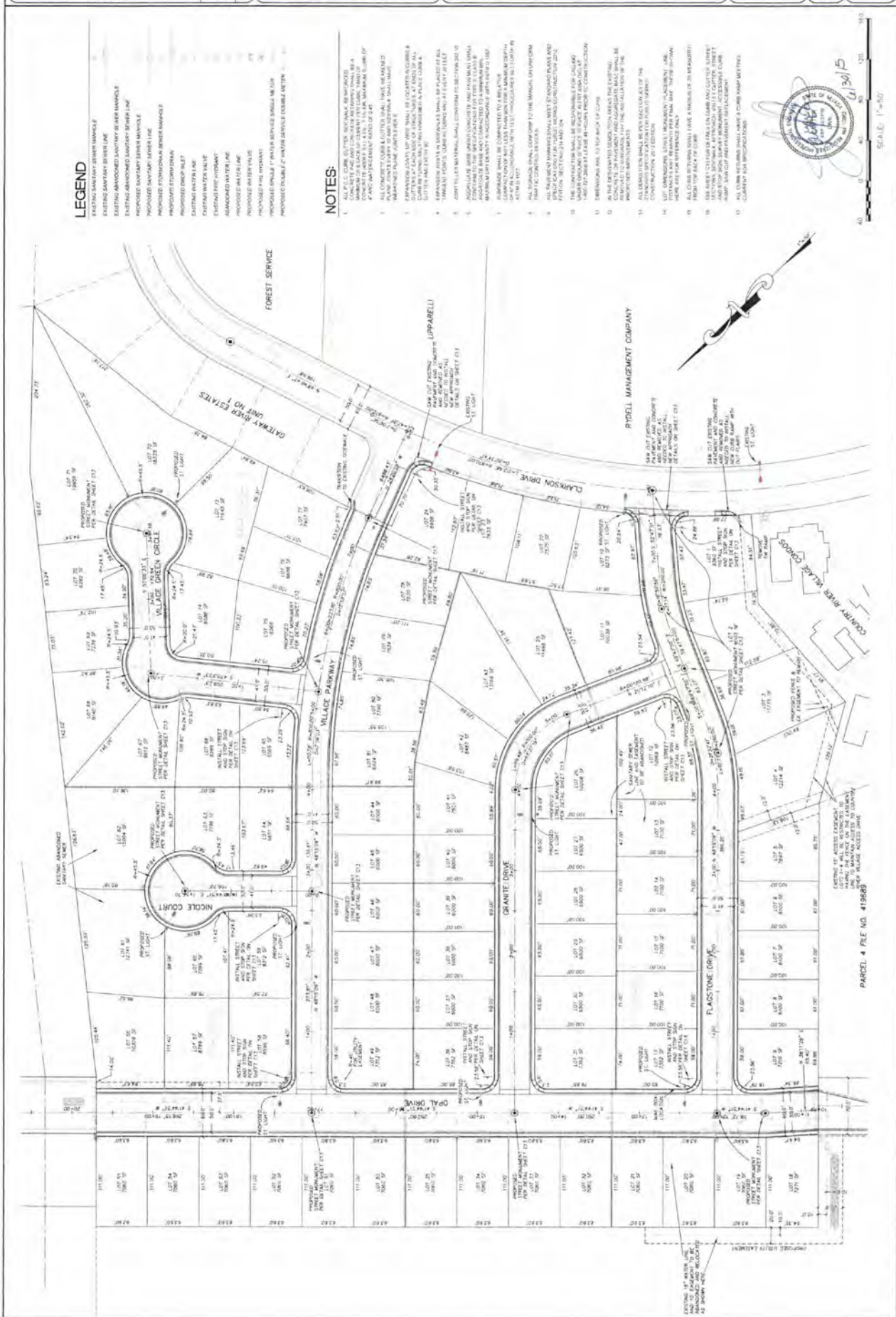
6. NO DEEDS EXISTING

[illegible]

C1	TITLE SHEET & SITE SPECIFICATIONS
C2	SITE PLAN
C3	GRADING PLAN
C4	WATER PLAN
C5	SANITARY SEWER PLAN
C6	STORM DRAIN PLAN
C7	OPEN DRAIN OFF SITE PLAN AND PROFILE
C8	OPAL BRIDGE ON SITE PLAN AND PROFILE
C9	FLASSTONE DRIVE PLAN AND PROFILE
C10	GRANITE DRIVE PLAN AND PROFILE
C11	VILLAGE PARKWAY PLAN AND PROFILE
C12	"VIOLE COURT AND VILLAGE GREEN CHOL PLAN AND PROFILE
C13	IMPROVEMENT DETAILS
C14	WATER DETAILS
C15	STORM WATER & SANITARY SEWER DETAILS
C16	UTILITY CROSSING & LOCATION DETAILS
C17	FRODOG CONTROL PLAN

OWNER-DEVELOPER
PARKADO PARTNERS, LP
THE CAPPS GROUP, INC.
12257 BUSINESS PARK DRIVE #B
TRUCKEE, CALIFORNIA 96161
CONTACT: ROBERT CAPPS
(530) 467-0740 X 201

CIVIL ENGINEER
CARTER ENGINEERING, LLC
P.O. BOX 794
ELKO, NEVADA 89801
CONTACT: LANA L. CARTER, P.E.
(775) 307-2551





ABBREVIATIONS FOR SPOT ELEVATIONS

- | | |
|-----|-----------------------|
| CL | CENTER LINE |
| EG | EXISTING GROUND |
| EX | EXISTING |
| FL | FINISH GRADE |
| FL | FLOW LINE |
| HP | HIGH POINT |
| FIN | FINISH GRADE PAVEMENT |
| TC | TOP BACK OF CURB |

LEGEND

- [illegible]

NOTES:

- [illegible]

2000



517

SCALE 1"=50'

PARCEN 4 FILE NO 4196A9

1	0-28-15	CITY OF ELKO PLAN CHECK RECEIPT DATE 0-28-15
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Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

THE CAPP'S GROUP, INC.
GRADING PLAN
GREAT BASIN ESTATES
ELKO, NEVADA

DWG NO. 2015-07 JOB NO. 06-2014 DATE 04-14-15 CHECKED BY LLC DRAWN BY LLC DESIGN BY LLC	SCALE HORIZ 1"=30' VERT NA	SHEET C3 OF 17
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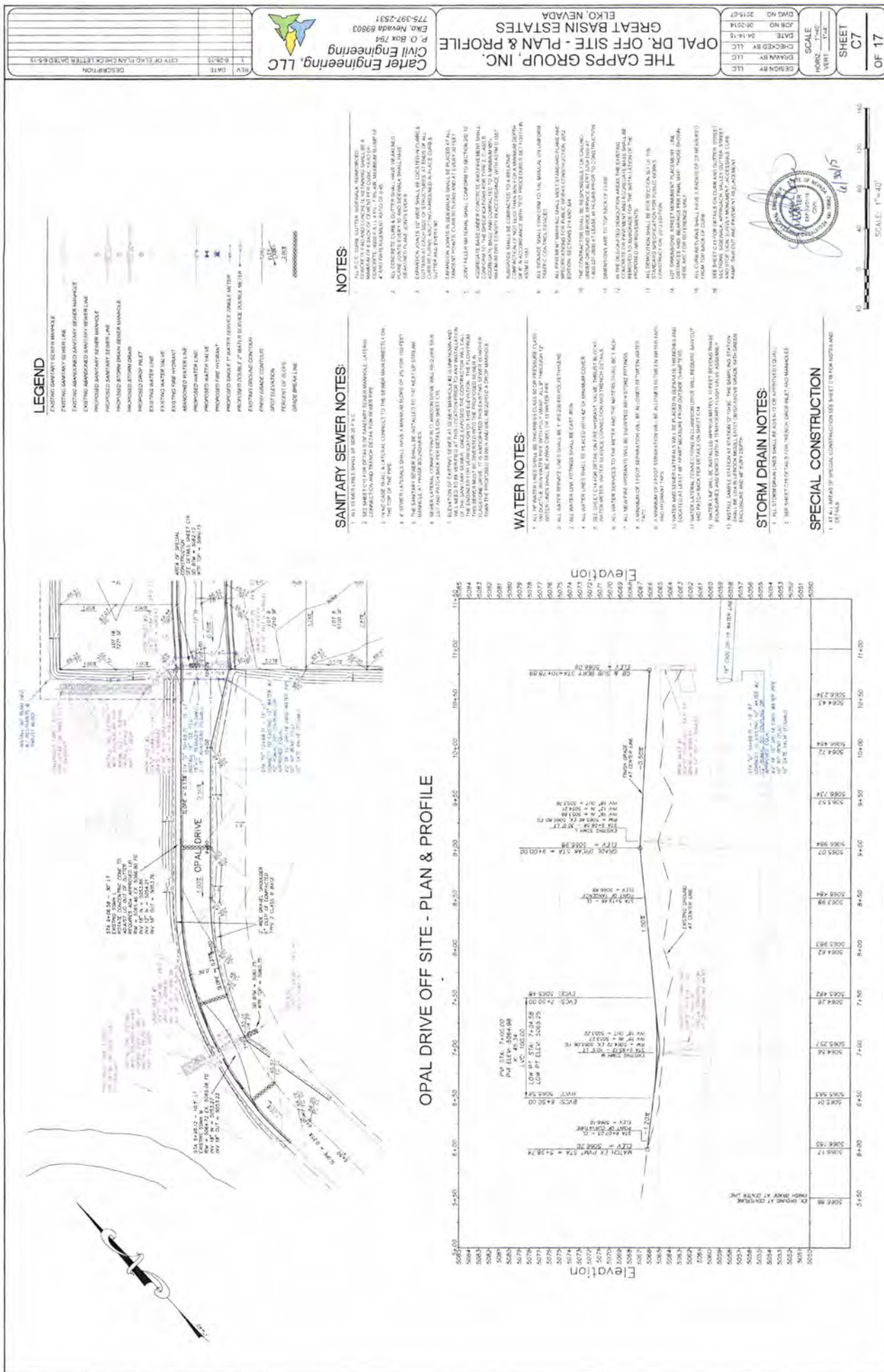


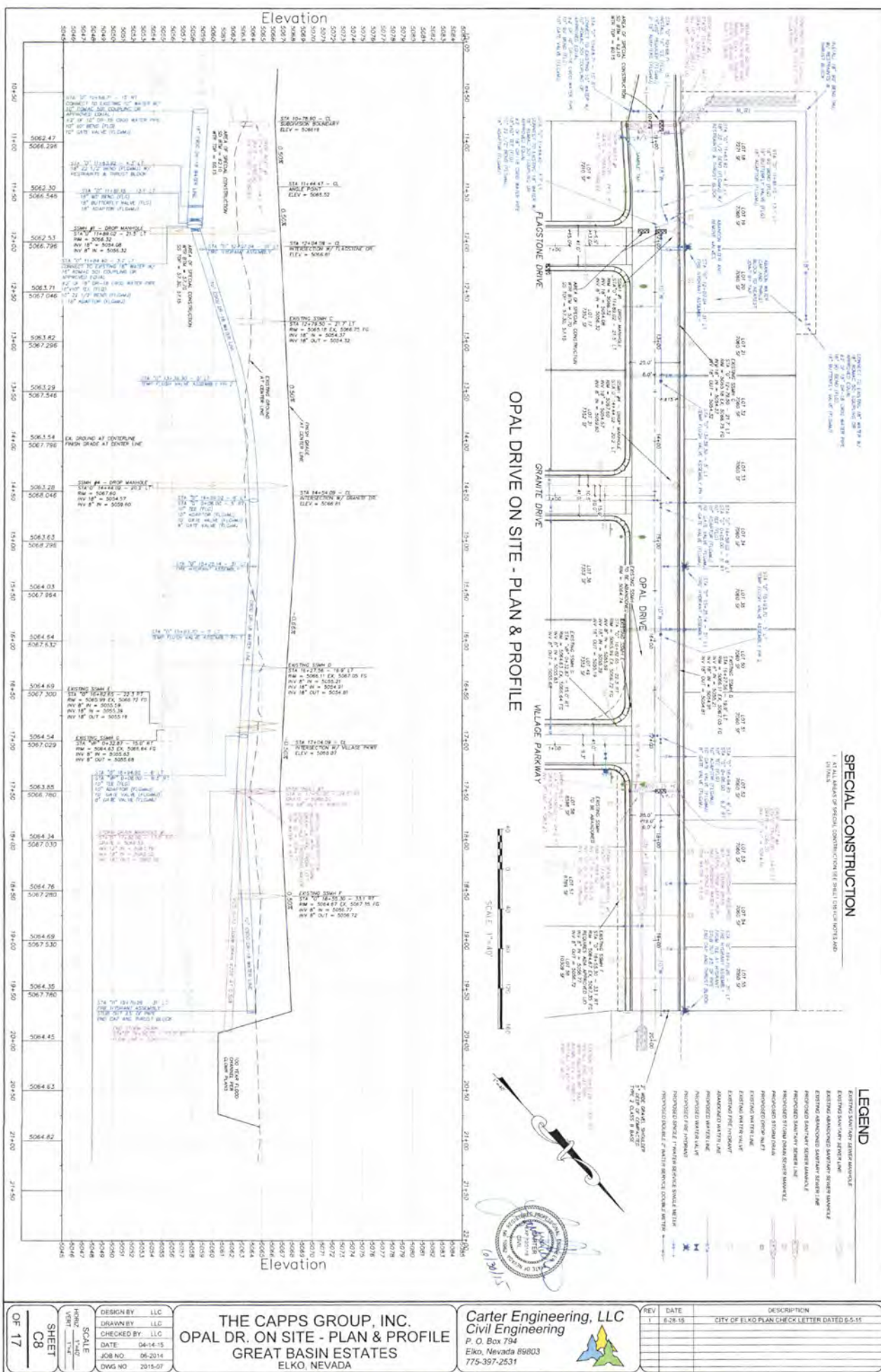
Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Elko, Nevada 89803
775-397-2531

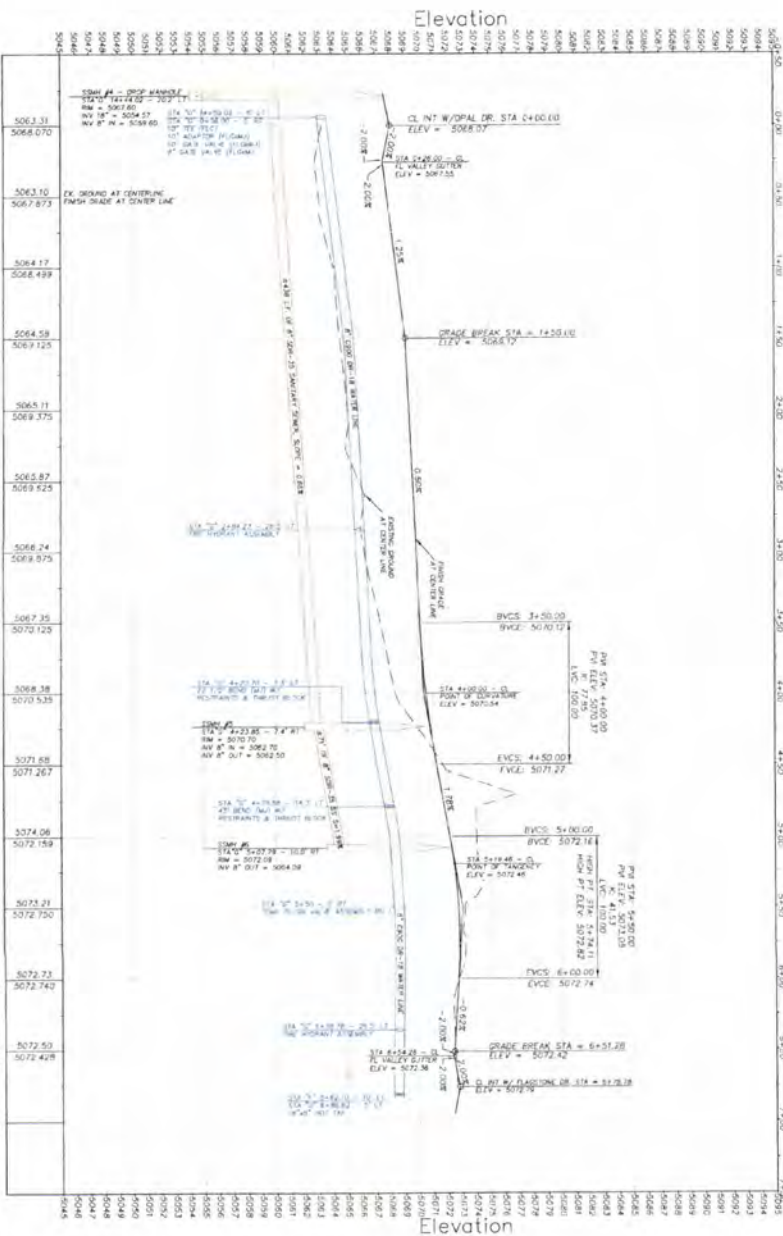
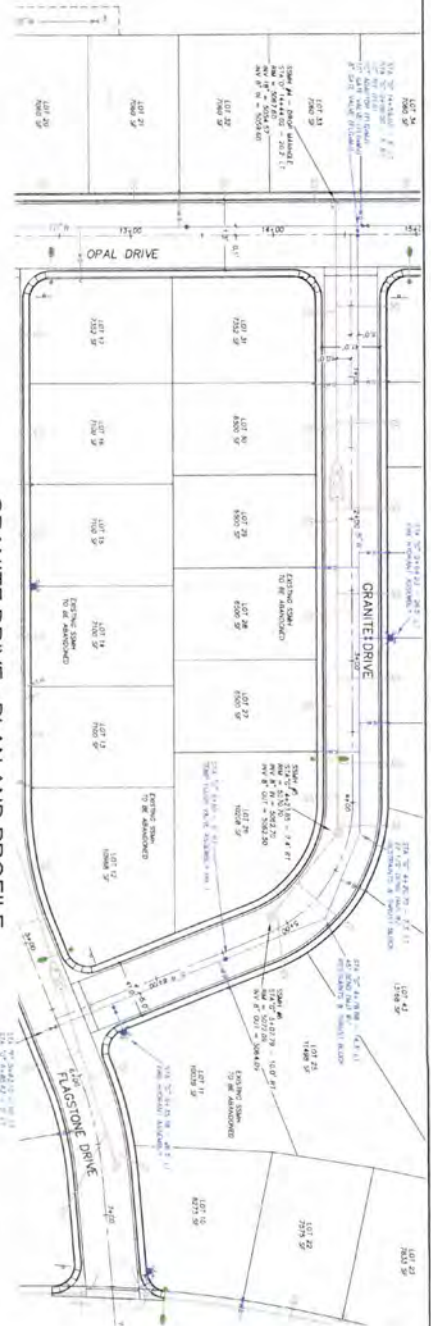
THE CAPPS GROUP, INC.
STORM DRAIN PLAN
GREAT BASIN ESTATES
ELKO, NEVADA

DESIGN BY: LLC	SCALE	SHEET C6 OF 17
DRAWN BY: LLC	HORIZ. 1"=50'	
CHECKED BY: LLC	VERT. N/A	
DATE: 04-14-15		
JOB NO: 06-2014		
DWG NO: 2015-07		









OF 17 SHEET C10	HORIZ VERT	SCALE 1"=4'-0" 1"=4'-0"	DESIGN BY: LLC DRAWN BY: LLC CHECKED BY: LLC DATE: 04-14-15 JOB NO: 06-2014 DWG NO: 2015-07
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THE CAPPS GROUP, INC.
GRANITE DRIVE - PLAN & PROFILE
GREAT BASIN ESTATES
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P. O. Box 794
Elko, Nevada 89803
775-397-2531

SPECIAL CONSTRUCTION

[illegible][illegible]

Type of fuel	Dry Basis	40% Basis	[Heated 22-172° F.]	Dens. lb./cu. ft.	Visc. cP.	Flash pt., °F.
Gas	2	1	1	6	2	2
Oil	4	4	2	4	4	4
W.	7	4	2	3	9	7
W.	10	6	3	6	12	12
W.	16	10	5	17	16	16
W.	45	25	13	30	45	45



12

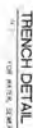
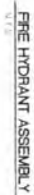


- NOTES:
1. # WHITE LETTER BOX SHALL BE AVAILABLE / MINIMUM OF INDEPENDENT WHITE BOX
 2. NO LONG SHALL AND EXTERIOR ALLOWED
 3. (C) OF WHITE LETTER & IT BEHIND BACK OF SERVICE



- [illegible]

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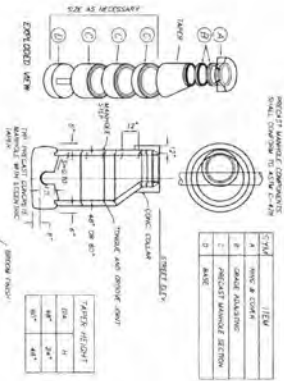


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WATER SERVICE CONNECTION

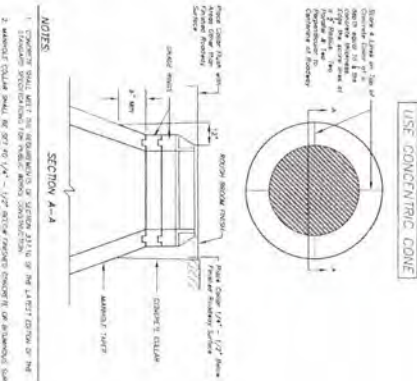
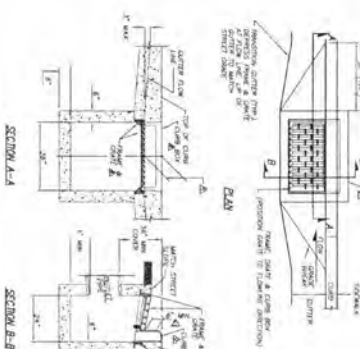
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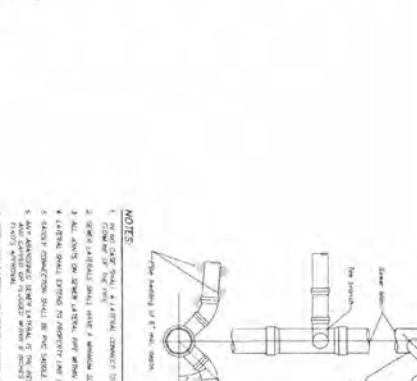
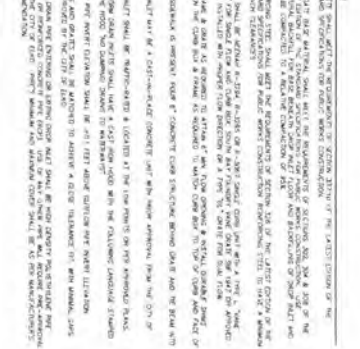
NOTES:
1. THIS SECTION SHOWN FOR INFORMATION ONLY.
2. MANHOLE SHALL BE 48" DIA. UNLESS OTHERWISE NOTED.
3. MANHOLE SHALL BE 48" DIA. UNLESS OTHERWISE NOTED.
4. NOTES TO OTHER SHEET MANHOLE - SEE MANHOLE FOR ADDITIONAL INFORMATION.

TYPE 1 MANHOLE



NOTES:
1. THIS SECTION SHOWN FOR INFORMATION ONLY.
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4. NOTES TO OTHER SHEET MANHOLE - SEE MANHOLE FOR ADDITIONAL INFORMATION.

MANHOLE COLLAR



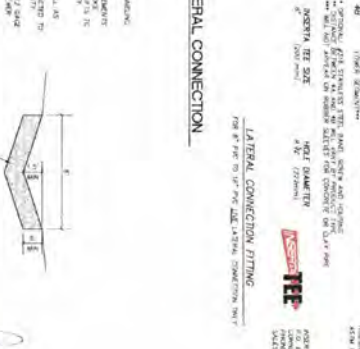
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MANHOLE COLLAR



TYPE 4 R CATCH BASIN

TYPE 1 DRAINAGE DITCH

TRENCH DETAIL

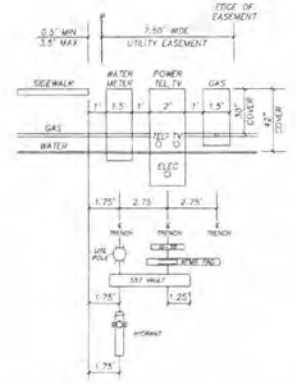
SEWER LATERAL CONNECTION

LATERAL CONNECTION ANGLES

LATERAL CONNECTION FITTING

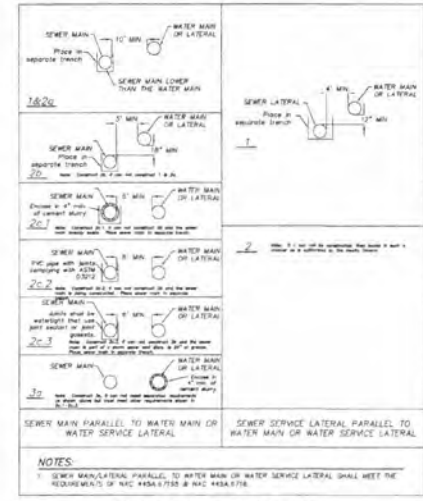
STANDARD OF PRACTICE FOR WATER UTILITY CROSSING DETAIL REQUIREMENTS REVISED 4/2017

1. "Water" includes water mains and laterals.
2. "Cross" includes crossing, over, under, and through.
3. "Crossing" includes crossing, over, under, and through.
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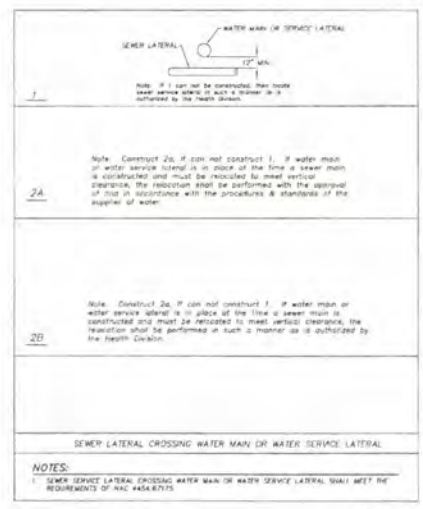
NOTE: MAINTAIN UTILITY SEPARATIONS IN ACCORDANCE WITH THE CITY OF ELKO REQUIREMENTS, SOUTHWEST GAS CORP., AND CITY OF ELKO REQUIREMENTS.

TYPICAL UTILITY TRENCH LOCATIONS



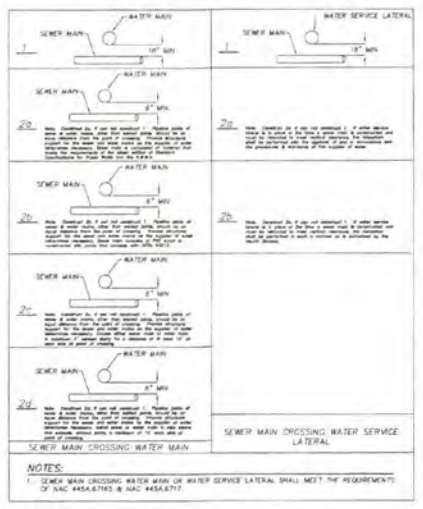
NOTES:
1. SEWER MAIN/LATERAL PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE REQUIREMENTS OF NAC 445A.6700 & NAC 445A.6710.

PARALLEL LINE SEPARATION
SEWER LINE PARALLEL TO WATER MAIN OR WATER LATERAL



NOTES:
1. SEWER SERVICE LATERAL CROSSING WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE REQUIREMENTS OF NAC 445A.6700 & NAC 445A.6710.

CROSSING LINE SEPARATION
SEWER LINE CROSSING WATER MAIN OR WATER LATERAL



NOTES:
1. SEWER MAIN CROSSING WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE REQUIREMENTS OF NAC 445A.6700 & NAC 445A.6710.



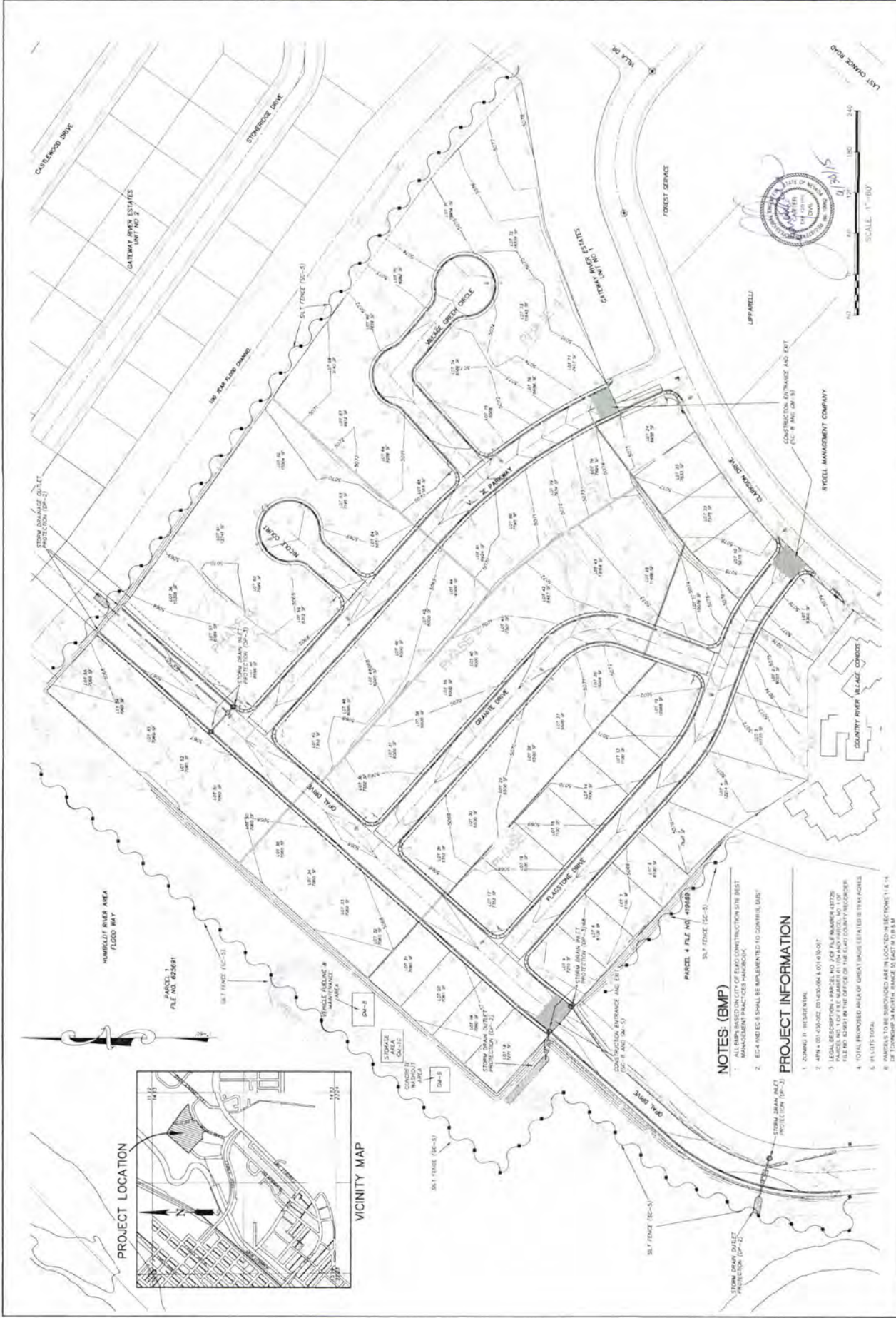
DESIGN BY: LCC
DRAWN BY: LCC
CHECKED BY: LCC
DATE: 04/14/15
JOB NO: 06/2014
DWG NO: 2015-01

SCALE
HORIZ: N/A
VERT: N/A

SHEET
C16
OF 17

THE CAPPS GROUP, INC.
UTILITY CROSSING & LOCATION DETAILS
GREAT BASIN ESTATES
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Elko, Nevada 89803
775-597-2501



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **On January 8, 2019, Council accepted a letter of resignation from Planning Commission member David Freistroffer. Staff conducted the standard recruitment process and has received 2 letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2021. 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: **Letters of Interest to serve on the Planning Commission**
9. Recommended Motion: **Appoint (insert name) to fill the vacancy on the Elko City Planning Commission with a term expiring July 2021.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Gratton Miller
1024 Barrington Ave.
Elko, NV 89801
gratton_m@yahoo.com**

**Jennifer Back
225 Silber Street Suite 101
Elko, NV 89801
jennifer@ormazaconstruction.com**

Jennifer Back
225 Silver St. Suite 101
Elko, NV 89801

January 12, 2019

Elko City Council
1751 College Ave
Elko, NV 89801

Dear Members of the Elko City Council,

I recently learned there is a vacant seat on the Elko Planning Commission. I am interested in serving as a member on the City of Elko Planning Commission. I was born and raised in Elko, left for college, and received a Bachelor of Science in Interior Design at the University of Nevada Reno, and an Associates of Science in Construction Management from Truckee Meadows Community College. I moved back in 2012 to begin my career as a project manager for a local construction company.

I started as an entry level project manager for Ormaza Construction, I have been with the company for eight years. During my time as a project manager I have worked with many commercial developers, employees at the city, members of the city council and law enforcement, as well as various clients both commercial and industrial within the community. It is through these relationships I have gained knowledge about building progression, codes and standards, as well as ethical responsibilities.

I am a proud member of the Rotary Club of Elko Desert Sunrise, I have served as the Youth Service Chair for the board for four years. I also serve as the Board Chair for the Elko Senior Citizens Center. I am familiar with open meeting laws and have partaken in various board meetings throughout my time in Elko. I strongly believe in serving the community, I have prioritized the organizations in which are important to myself and I ensure to give as much time and effort as I am able.

I am extremely interested in serving on a seat for the City of Elko Planning Commission. I have watched our community exponentially grow in the eight years I have been back, and I believe there is more growth opportunities on the rise. I believe it is important to oversee the growth in a manner in which will positively affect the community as a whole. I have confidence that my experience in construction, and service in the community makes me a strong candidate for the open position. Please feel free to contact me with any questions or for a list of references.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Back', with a long, flowing horizontal line extending to the right.

Jennifer N. Back

City of Elko Commissioners
1751 College Ave.
Elko, NV 89801

Gratton Miller
1024 Barrington Ave.
Elko, NV 89801

City of Elko Commissioners:

I am applying for the current opening within the City of Elko's Planning Commission, bringing skills and abilities that will make me an asset for both the City Council and the Planning Commission.

My field of study in Political Science has allowed me to understand the complexities of government and how to function within their systems. Specifically, to ensure their constituencies are effectively heard, and how legislation is made at all levels of government, as well as, how to build coalitions to pass major legislations. I understand how to make effective policies that will benefit the maximum number of people regardless of political affiliation. This includes re-zoning, and the descriptions that may entail.

During my work with former Senator Dean Heller I worked within the rural areas covering nearly the entire state. My position required me to relay information to Washington D.C. based on what those areas needed. I have worked with numerous interest groups, such as Friends of Nevada Wilderness, American Exploration and Mining Association, Bighorns Unlimited, Trout Unlimited, and numerous other groups to ensure that all interested parties were involved in numerous important discussions. This included land designations of Wilderness Area, Wilderness Study Areas, and species listings such as sage grouse. This position helped me learn to build coalitions of different entities and political parties for the benefit of the constituency. It also allowed me to further understand the huge part the federal government plays in the State of Nevada, and the rural areas of Nevada in particular (for example, working on the Pershing County Lands Bill, and the initial process of the Washoe County Lands Bill). This position helped me establish a working relationship with Representative Mark Amodei and his aids.

During my time at the Elko County Planning Department I helped them develop the new Master Plan. This experience taught how to effectively plan a community for the future by compiling information from median and average income to what areas need to be developed for the future use of the county. Including how to balance the county needs from infrastructure improvement to land designations and development for future use.

I currently work for Farr West Engineering as an Administrator and Designer. My design work has given me insight to roads, pipes, and other infrastructure needs.

In closing, I am well qualified for this appointed position. I have extensive knowledge of working with people for the betterment of a community, as well as, the knowledge of how government

functions. I believe that I can be an asset to the City Commission and the Planning and Zoning Commission, and would enjoy an opportunity to be involved with community development.

Thank you for your time and consideration,

Gratton Miller

Gratton G. Miller
1024 Barrington Ave.
Elko, NV 89801
775-934-0702
gratton_m@yahoo.com

Education

Paralegal Certificate

Great Basin College, Elko, NV, Dec. 2016

B.A. Political Science, minor in American History

University of Nevada, Reno, Dec. 2012

Work History

Farr West Engineering
January 2018 – Present
Administrator III

421 Court St.
Elko, NV 89801
775-738-2121

- Entering Accounts Payable and Accounts Receivable.
- Billing
- Reconciliation of all Main Bank and Credit Card Accounts throughout the company.
- Answering phones and transferring where ever necessary.
- Bid Binding, and formatting of both Word and Excel documents.
- Formulation of company policy.
- Design work with mining claims and low-level infrastructure.

Senator Dean Heller
May 2016 – December 2016
Regional Representative

400 S. Virginia St.
Reno, NV 89501
775-686-5770

- Answering phones, communicating with the public and interest groups alike (including Friends of Nevada Wilderness, American Engineering and Mining Association, Bighorns Anonymous, and Nevada Geological Society)
- Including legislatures at the various levels of government (county, local, and state), and Federal Bureaucratic groups such as the National Forest Service, Bureau of Land Management, and the Department of Energy.
- Relaying this information to Washington D.C. was imperative for the formulation of public policy.
- Multiple policy areas including, land use plans (in particular, Pershing County Economic and Conservation Bill and the initial process of the Washoe County Lands Bill).
- I have also worked with the private sector when they have issues with an agency for permitting, down-winder issues, and disputes with any of the federal agencies that I had contact with.

Applied Business Solutions
April 2014 – November 2015
Laborer / Contract Processing / Customer Service

890 East Patriot Boulevard, Suite E
Reno, NV 89511
775-398-5137

- Worked as a laborer, contract processor, and a customer service representative.
- While working as a laborer at Hidden Valley golf course, I mowed greens, basic landscaping, cut cups, and other duties as required.
- While working at Arvato, I was ensuring that the paperwork given from the client was accurate, and had all the required information to create a purchase order. I also created the purchase orders for the client.
- While working for Henry Schein as a customer service agent it was common for me to talk people through their order history and statement balances.

-Duties included navigating different menus while helping customers make payments, giving information as requested by the customer, and transferring them to the correct department to ensure that they have gotten to the right area of the company to ensure customer satisfaction.

-There was also times where handling disgruntled customers was a necessity. It was essential to be able to communicate effectively and efficiently even when under stress from the customers.

References

Barbara Gallagher
790 Commercial St.
Elko, NV 89801
barbara@kidwellgallagher.com
775-738-0888

Corey Rice
571 Idaho St
Elko, NV 89801
crice@elkocountynv.net
775-738-6816 ext. 214

Volunteer

California Trail Heritage Alliance
June 2017 to present
Board Member

1 Trail Center Way
Elko, NV 89801
775-738-1849

- Helping in the direction of the non-profit entity.
- Also, assisting in helping with re-writing the organization's bylaws.

Elko County Planning and Zoning Department
March 2017 to September 2017
Intern

571 Idaho St.
Elko, NV 89801
775-738-6816 ext. 214

- Helping update the County Master Plan.
- Helping with Boundary Line Adjustments, scanning maps, and building inspections.

Ron Knecht's Controller Campaign
April 2014 to November 2014
Campaign Internship

James Smack, Campaign Manager
james@nevadagop.org
775-338-4643

- Meeting with members of the Republican party base to hopefully gain their votes for the upcoming elections in November.
- Essentially, getting Mr. Knecht's name out to the public to gain votes through either meet and greets or through distributing fliers explaining Mr. Knecht's policies.

Nevada State Assembly
April 2013 to June 2013
Internship, Assemblyman John Ellison

401 S. Carson St.
Carson City, NV 89701
775-684-8533

- Tracking legislation through Committee, Assembly and Senate, to ensure that the legislation he was in support of could be supported in its respective place throughout the legislative process.
- Helped the Assemblyman stay up-to-date with the news from his constituency.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of the updated City of Elko Americans with Disabilities Act (ADA) Transition Plan, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko's current plan, dated April, 1993, was extremely outdated and needed to be updated. The Nevada Department of Transportation's ADA Coordinator reached out to the City inquiring about the City's transition plan and offered guidance from NDOT in an effort to update our plan. DS**
6. Budget Information:
 Appropriation Required: **None**
 Budget amount available:
 Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Current ADA Plan and proposed new ADA Plan.**
9. Recommended Motion: **Adopt the updated Americans with Disabilities Act (ADA) Transition Plan.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO
AMERICAN WITH DISABILITIES ACT
TRANSITION PLAN
APRIL 2018

GENERAL RECOMMENDATIONS

The regulations suggest that the removal of barriers be prioritized to 1) allow access and entry to the place of public accommodations, 2) provide access to the areas where services are offered, 3) allow access to restrooms, and lastly, 4) comply with all other requirements of the law regarding the access to services, facilities, etc. Taking these priorities into consideration these are the recommendations for the City of Elko facilities.

- 1) Re-stripe the parking lots accessible parking spaces to provide van accessible parking and access aisle with signage.
- 2) Provide proper hand-railing and edge protection on ramps.
- 3) Replace thresholds and adjust force to open doors at the exterior doors to create a smoother transition for wheelchair users.
- 4) Widen entry doors to give access to buildings.
- 5) Elevators need to have both visual and audio signals.
- 6) Replace door knobs with appropriate hardware on doors along accessible route.
- 7) Make all required exits accessible.
- 8) Replace or shield objects that overhand accessible route that cause a hazard for blind people.
- 9) Adjust opening force and closing time on doors along accessible route.
- 10) Make at least one restroom on each level accessible.
- 11) Make telephones accessible.
- 12) Make drinking fountains accessible.
- 13) Develop signage that give direction to, and information about accessible spaces in and around building.
- 14) Need an area of rescue assistance at exits in basements.
- 15) Replace handrail at stairways and interior ramp.

- 16) Provide auxiliary aids and services at service counters.
- 17) Fire alarms need both visual and audio warnings and the pull switches need to be within reach requirements.
- 18) Bevel level changes over $\frac{1}{4}$ " along accessible route.
- 19) Space allowances and reach ranges on shelves, controls and operating mechanism.
- 20) Detectable warnings at stairs and on doors to hazardous areas are reserved and will be established at a later date. The edges of reflecting pools shall be protected by detectable warnings, railings, walls, or curbs. If a walk crosses or adjoins a vehicular way the boundary between the areas shall be defined by a continuous detectable warning which is 36" wide.

DISCUSSIONS

CHANGES IN LEVEL

Changes in level is discussed in the ADA Accessibility Guidelines (ADAAG) under 4.3.8 and 4.5.2 and says that if an accessible route has a level change up to $\frac{1}{4}$ " it may be vertical and without edge treatment. Changes in level between $\frac{1}{4}$ " and $\frac{1}{2}$ " shall be beveled with a slope no greater than 1:2, changes in level greater than $\frac{1}{2}$ " shall be accomplished by means of a ramp that complies with 4.7 (curb ramp) or 4.8 (ramp).

CROSS SLOPES

Cross slopes are defined as the slope that is perpendicular to the direction of travel. They are discussed in the ADAAG under 4.3.7 and states that nowhere shall the cross slope of an accessible route exceed 1:50.

DETECTABLE WARNINGS

Detectable warnings are defined as a standardized surface feature built in or applied to walking surface or other elements to warn visually impaired people of hazards on a circulation path. They are discussed in the ADAAG under 4.29 and state that detectable warnings shall consist of raised truncated domes and shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light. Detectable warnings at stairs and on doors to hazardous areas are reserved and will be established at a later date. The edges of reflecting pools shall be protected by detectable warnings, railings, walls, or curbs. If a walk crosses or adjoins a vehicular way the boundary between the areas shall be defined by a continuous detectable warning which is 36" wide.

RESTROOMS

This section is discussed in the ADAAG under 4.16. The size of a stall is determined with many variables such as type of approach, whether it has a floor mounted (FM) or wall mounted (WM) toilet, the clear floor space in front of the toilet and the clear floor space in front of the stall door. When those are determined then that determines the length of the grab bars. There are four types of stall sizes, 1) Standard stall has a 60" width and a 56" (WM) or 59" (FM) depth and must have a clear floor space in the front of the door of 42" on pull side latch approach or 48" all other approaches, 2) Standard stall (end of row) has the same dimensions except the clear floor space in the front of the door is 36" on front approach, 3) Alternate stall (a) has a width of 36" and a length of 66" (WM) or 69" (FM) and the same clear floor space in front of the stall door, 4) Alternate stall (b) has a width of 48" and the depth and clear floor space are the same as Alternate (a).

If the toilet is not in a stall it must have a clear floor space of 60" wide and 56" in depth. (See attached sheet)

PARKING

This section is discussed in the ADAAG under 4.1 and 4.6. There is basically a 1:25 ratio of accessible parking spaces to regular parking spaces but at least 1 out of every 8 accessible spaces needs to be van accessible with signage. A typical accessible space is 96" wide and has an access aisle that is 60" wide. A van accessible space is 96" wide and has an access aisle that is 96" wide. The universal parking space design has 3 spaces that are 132" wide and 2 access aisles that are 60" wide, the advantage is if there are 3 accessible spaces required this design takes up less space and provides more van spaces. (See attached sheet)

EXTERIOR AND INTERIOR ROUTES

Exterior routes are continuous unobstructed paths connecting all accessible buildings and may include parking access aisle, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts. At least one accessible route complying with 4.3 shall be provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones and public streets or sidewalks, to an accessible building entrance. [4.1.2, 4.3, 4.4, 4.5]

DOOR OPENING FORCE

Door opening force is discussed in the ADAAG under section [4.13.11] and it states the following. The maximum force for pushing or pulling open a door shall be as follows:

- 1) Fire doors shall have a minimum opening force allowable by the appropriate administrative authority.
- 2) Other doors:
 - a. Exterior hinged doors: (Reserved) or (To be established).
 - b. Interior hinged doors: 5 lbf
 - c. Sliding or folding doors: 5 lbf

SIGNAGE

Signage is defined as displayed verbal, symbolic, tactile, and pictorial information. Signs are needed to designate permanent rooms and spaces, provide direction to, or information about, functional spaces of the building. It is discussed in the ADAAG under section 4.6.4 and states that accessible parking spaces shall be designated as reserved by a sign showing the symbol of accessibility and shall have an additional sign which says Van-Accessible mounted below. Signage is also discussed under section 4.30 and gives information on character proportion and height, raised and braille characters, pictorial symbol signs, finish and contrast of signs and mounting location and height of signs.

It also states uses of symbols of accessibility and the way they are displayed.

DRINKING FOUNTAINS

Water fountains need to have a spout height of 36", spout location, controls and clearance which comply with 4.15.

PUBLIC TELEPHONES

Public telephones need to have clear floor space, mounting heights, telephone books and cord lengths which comply with 4.31.

BUILDING AND FIRE BUILDING

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **parking in front of the building and runs to the west main entrance.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. Needs curb ramp at accessible parking space to transition to sidewalk.
 - c. There is a slope at the exterior front door landing.

EXTERIOR DOORS

3. The location is **west main entrance.** Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
 - b. The clear width opening is 29.5". (32" minimum)
 - c. There is an abrupt level change over 1" at threshold.

INTERIOR ROUTE

4. The route starts at the **west entrance and accesses all areas of the building.** Barriers encountered:
 - a. None

RESTROOMS

5. The location is **men's and women's.** Barriers encountered:
 - a. These restrooms are not in compliance and have access and maneuvering problems. New accessible restrooms will have to be designed.

INTERIOR DOORS

THESE ARE NOT BUILDING AND FIRE DEPARTMENT DOORS. (NEED TO BE SURVEYED)

6. The location is **men's restroom**. Barriers encountered:
 - a. The maneuvering clearance on the latch side of the push and pull sides are 6". (12" and 18" respectively)
 - b. Replace knobs.
7. The location is **women's restroom**. Barriers encountered:
 - a. Replace knobs.
8. The location is **lobby to reception desk area**. Barriers encountered:
 - a. The opening force is 12 lbf. (5 lbf max.)
9. The location is **reception desk area to offices**. Barriers encountered:
 - a. The opening force is 10 lbf. (5 lbf max.)
10. The location is **lobby to gym**. Barriers encountered:
 - a. The opening force is 12 lbf. (5 lbf max.)
 - b. The clear width opening is 27.5". (32" min.)
11. The location is **restrooms to gym**. Barriers encountered:
 - a. The opening force is 10.5 lbf. (5 lbf max.)
 - b. The clear width opening is 27.5". (32" min.)
12. The location is **dispatch**. Barriers encountered:
 - a. The maneuvering clearance on the latch side of the pull side is 13". (18" min)
 - b. The opening force is 11.5 lbf. (5 lbf max.)

DRINKING FOUNTAIN

13. The location is **north hallway wall**. Barriers encountered:
 - a.
14. The location is **south hallway wall**. Barriers encountered:
 - a.

AIRPORT TERMINAL BUILDING

PARKING

1. The location is the **two accessible parking spaces on the west side of the building**. Barriers encountered:
 - a. The accessible spaces need to be re-stripped.

EXTERIOR ROUTE

2. This route starts at the **east end of the parking lot and leads to front entrances**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Need to be beveled)

EXTERIOR DOORS

3. The location is **inner and outer doors at main entrance**. Barriers encountered:
 - a. Adjust closer to lessen the force needed to open door.
4. The location is **west emergency door**. Barriers encountered:
 - a. Broken closer needs to be fixed.
 - b. There is an abrupt level change at the threshold of 1". (Needs to be beveled)
5. The location is **back double doors to airplane**. Barriers encountered:
 - a. There is an abrupt level change at the threshold of .5". (Needs to be beveled)

INTERIOR ROUTE

6. This route starts at the **main entrances and accesses all areas of the building**. Barriers encountered:
 - a. None

RESTROOMS

7. The location is **men's**. Barriers encountered:
 - a. The width of the stall is 44". (59" min.)
 - b. The hardware on the stall door requires twisting to operate.
 - c. The height of the rim of the urinal is 18". (17" max.)
 - d. The height of the flush control is 48". (44" max.)
 - e. The force required to operate the flush control is 11 lbf. (5 lbf max.)
 - f. The height of the lavatory rim is 36". (34" max.)
 - g. The height of the bottom edge of the mirror is 45". (40" max.)
 - h. The hot water and drain pipes need to be insulated or covered.
8. The location is **women's**. Barriers encountered:
 - a. The width of the stall is 44". (59" min.)
 - b. The hardware on the stall door requires twisting to operate.

- c. The height of the lavatory rim is 36". (34" max.)
- d. The hot water and drain pipes need to be insulated or covered.

INTERIOR DOORS

- 9. The location is **men's restroom**. Barriers encountered:
 - a. The clear opening is 29". (32" min.)
 - b. The force required to open is 10.5 lbf. (5 lbf max.)
- 10. The location is **women's restroom**. Barriers encountered:
 - a. The clear opening is 29". (32" min.)
 - b. The force required to open is 10.5 lbf. (5 lbf max.)
- 11. The location is **security door to back waiting area**. Barriers encountered:
 - a. Replace knobs.
 - b. The door remains locked and assistance is required to use door to this secured area.

DRINKING FOUNTAIN

- 12. The location is **lobby on the west wall**. Barriers encountered:
 - a. The height of the spout is 40". (36" max.)

TELEPHONES

- 13. The location is **lobby on the east wall**. Barriers encountered:
 - a. The width of the unit is 22". (30" min.)
 - b. The height of the lowest part of the unit is 34". (27" max.)
 - c. The height of the highest operable part of the unit is 62". (54" max.)
 - d. There is no volume control on unit.

CITY HALL

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **south parking lot and runs to the southwest entrance at licensing.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. Needs curb ramp at accessible parking space to transition to sidewalk.
 - c. Trim bushes that overhang the route.
3. This entrance starts at the **rear parking lot and runs to the rear entrance.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)

EXTERIOR DOORS

4. The location is **door at southwest main entrance.** Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
 - b. The clear width opening is too narrow. (32" min)

INTERIOR ROUTE

5. This route starts at the **rear entrance and accesses all areas of the building.** Barriers encountered:
 - a. There is a coat rack overhanging the route in east hallway.

RESTROOMS

6. The location is **men's and women's.** Barriers encountered:
 - a. These restrooms are not in compliance and have access and maneuvering problems.
Accessible restrooms have been designed in new addition to City Hall.

INTERIOR DOORS

THESE ARE NOT CITY HALL DOORS (NOT SURVEYED)

7. The location is **men's restroom.** Barriers encountered:
 - a. Replace knobs.
8. The location is **women's restroom.** Barriers encountered:
 - a. Replace knobs
9. The location is **lobby to reception desk area.** Barriers encountered:

- a. The opening force is 12 lbf. (5 lbf max.)
- 10. The location is **reception desk area to offices**. Barriers encountered:
 - a. The opening force is 10 lbf. (5 lbf max.)
- 11. The location is **lobby to gym**. Barriers encountered:
 - a. The opening force is 12 lbf. (5 lbf max.)
 - b. The clear width opening is 27.5". (32" min.)
- 12. The location is **restrooms to gym**. Barriers encountered:
 - a. The opening force is 10.5 lbf. (5 lbf max.)
 - b. The clear width opening is 27.5". (32" min.)
- 13. The location is **dispatch**. Barriers encountered:
 - a. The maneuvering clearance on the latch side of the pull side is 13". (18" min.)
 - b. The opening force is 11.5 lbf. (5 lbf max.)

DRINKING FOUNTAIN

- 14. The location is **north hallway wall**. Barriers encountered:
 - a.
- 15. The location is **south hallway wall**. Barriers encountered:
 - a.

GOLF COURSE BUILDING

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **north parking lot and leads to snack bar entrances**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)

EXTERIOR DOORS

3. The location is **north snack bar entrance**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
4. The location is **south snack bar entrance**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
5. The location is **south pro shop entrance**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
 - b. The hardware on the door requires twisting to operate. (Replace knob)

INTERIOR ROUTE

6. This route starts at the **main entrances and accesses all areas of the building**. Barriers encountered:
 - a. The minimum clear width of the access to the men's restroom is too narrow to make two 90-degree turns.

RESTROOMS

7. The location is **men's**. Barriers encountered:
 - a. The clear width of the stall door is 23". (32" min.)
 - b. The hardware on the stall door requires twisting to operate. (Replace knob)
 - c. The dimension from the side wall to the centerline of the toilet is 16". (18" min.)
 - d. The height of the toilet seat is 16". (17" to 19")
 - e. There are no grab bars in the stall.
 - f. The height of the rim of the urinal is 22.5". (17" max.)
 - g. The height of the urinal flush control is 52". (44" max.)
 - h. The depth of the lavatory is 16". (17" min.)
 - i. The hot water and drain pipes need to be insulated or covered.
 - j. Replace knobs on faucets.
8. The location is **women's**. Barriers encountered:

- a. The clear width of the stall door is 22". (32" min.)
- b. The height of the toilet seat is 15". (17" to 19")
- c. There are no grab bars in stall.
- d. The dimension from the floor to the bottom apron of the lavatory is 23". (29" min.)
- e. The hot water and drain pipes need to be insulated or covered.
- f. Replace knobs on faucets.

INTERIOR DOORS

- 9. The location is **men's restroom**. Barriers encountered:
 - a. The clear opening is 29". (32" min.)
 - b. The force required to open is 10.5 lbf. (5 lbf max.)
- 10. The location is **women's restroom**. Barriers encountered:
 - a. The clear opening is 29". (32" min.)
 - b. The force required to open is 10.5 lbf. (5 lbf max.)
- 11. The location is **door from snack bar to pro shop**. Barriers encountered:
 - a. The force required to open is 10.5 lbf. (5 lbf max.)
 - b. The clear opening is 27". (32" min.)

DRINKING FOUNTAIN

- 12. The location is **lobby on the west wall**. Barriers encountered:
 - a. The height of the spout is 40". (36" max.)

TELEPHONES

- 13. The location is **outside snack bar south entrance**. Barriers encountered:
 - a. The width of the unit is 22". (30" min)
 - b. The height of the lowest part of the unit is 34". (27" max.)
 - c. The height of the highest operable part of the unit is 62". (54" max.)
 - d. There is no volume control on unit.

POLICE STATION

PARKING

1. The location is the **two accessible parking spaces on the east side of the building**. Barriers encountered:
 - a. The accessible spaces need to be re-striped.
 - b. Needs access aisle designated next to space.

EXTERIOR ROUTE

2. This route starts at the **east side buildings parking area and leads to front entrance**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There are steps at the sidewalk and front entrance. (Needs ramp)
 - c. The sidewalk along the east side is deteriorating and has numerous level changes.
 - d. Needs curb ramp at accessible parking space to transition to sidewalk.
3. This route starts at the **east side parking area and leads to the rear employee entrance**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There are steps at the sidewalk to rear employee entrance. (Need ramp)
 - c. The sidewalk along the east side is deteriorating and has numerous level changes.
 - d. Needs curb ramp at accessible parking space to transition to sidewalk.
 - e. Trim tree on the east corner that overhangs route.

CURB RAMPS

4. The location is the **northeast corner of the sidewalk**. Barriers encountered:
 - a. The ramp is not entirely contained within the marked crossing
 - b. The gutter has a 1:12 slope. (1:20 max.)
5. The location is the **northwest corner of the sidewalk**. Barriers encountered:
 - a. The ramp is not entirely contained within the marked crossing.
 - b. The gutter has a 1:12 slope. (1:20 max.)
 - c. The transition from the gutter to the ramp has 1" level change.

EXTERIOR DOORS

6. The location is **doors at main entrance**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
 - b. The clear width opening is 26.5". (32" min.)
 - c. There is a 1.5" level change at the threshold. (.25" max.)
7. The location is the **rear employee entrance**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.

- b. There is a 3" level change at the threshold. (.25" max.)

INTERIOR ROUTE

- 8. This route starts at the **main entrances and accesses all areas of the main level of building.**

Barriers encountered:

- a. Stairs at upper and lower levels in employee area.
- 9. This route starts at the **rear entrance and accesses upper level to dispatch.**
 - a. Stairs at upper level to dispatch employee area.
 - b. Wall mounted trophy cases at stairs overhangs route at stairs and hallway 5.5". (4" max.)
 - c. Wall mounted shelves at rear exit overhangs route 11.5". (4" max.)

STAIRS

- 10. The location is **stairs leading to dispatch.** Barriers encountered:

- a. The height of the handrail is 27". (34" to 38")
- b. The handrail does not extend beyond the bottom and top risers.

RESTROOMS

- 11. The location is **men's.** Barriers encountered:

- a. The depth of the stall is 47.5". (69" min.)
- b. The clear width of the stall door is 30". (32" min.)
- c. The hardware of the stall door requires twisting to operate.
- d. The dimension from the side wall to the centerline of the toilet is 15.5". (18" min.)
- e. The height of the toilet seat is 16". (17" to 19")
- f. The rear grab bar is 2' long. (3' min.)
- g. The height of the rim if the urinal is 24". (17" max.)
- h. The height of the urinal flush control is 59". (44" max.)
- i. The width of the clear floor space between the urinal shields is 27". (30" min.)
- j. The hot water and drain pipes need to be insulated or covered.
- k. The height of the bottom edge of the mirror is 48". (40" max.)

- 12. The location is **women's.** Barriers encountered:

- a. The depth of the stall is 48". (69" min.)
- b. The clear width of the stall door is 30". (32" min.)
- c. The hardware on the stall door requires twisting to operate.
- d. The dimension from the side wall to the centerline of the toilet is 15.5". (18" min.)
- e. The height of the toilet seat is 16". (17" to 19")
- f. The rear grab bar is 2' long. (3' min.)
- g. The hot water and drain pipes need to be insulated or covered.
- h. The height of the bottom edge of the mirror is 49". (40" max.)
- i.

INTERIOR DOORS

13. The location is **men's restroom**. Barriers encountered:
 - a. The maneuvering clearances on the latch side of the push and pull sides are 6". (12" and 18" respectively)
 - b. Replace knobs.
14. The location is **women's restroom**. Barriers encountered:
 - a. Replace knobs.
15. The location is **lobby to reception desk area**. Barriers encountered:
 - a. The opening force is 12 lbf. (5 lbf max.)
16. The location is **reception desk area to offices**. Barriers encountered:
 - a. The opening force is 10 lbf. (5 lbf max.)
17. The location is **lobby to gym**. Barriers encountered:
 - a. The opening force is 12 lbf. (5 lbf max.)
 - b. The clear width opening is 27.5. (32" min.)
18. The location is **restrooms to gym**. Barriers encountered:
 - a. The opening force is 10.5 lbf. (5 lbf max)
 - b. The clear width opening is 27.5". (32" min.)
19. The location is **dispatch**. Barriers encountered:
 - a. The maneuvering clearance on the latch side of the pull side is 13". (18" min.)
 - b. The opening force is 11.5 lbf. (5 lbf max.)

DRINKING FOUNTAIN

20. The location is **lobby on the east wall**. Barriers encountered:
 - a. The water flow from the lower unit is 0". (4" min.)
21. The location is **gym on the west wall**. Barriers encountered:
 - a. None.

TELEPHONES

22. The location is **lobby on the north wall**. Barriers encountered:
 - a. The width of the unit is 14.5". (30" min.)
 - b. The height of the lowest part of the unit is 30". (27" max.)
 - c. The height of the highest operable part of the unit is 59". (54" max.)
 - d. There is no volume control on the unit.

SEWER PLANT OFFICE

PARKING

1. The location is the **accessible parking space on the east side of the lot**. Barriers encountered:
 - a. Needs to have signage to designate accessible space.

EXTERIOR ROUTE

2. This route starts at the **east side of the buildings parking lot and leads to front entrance**. Barriers encountered:
 - a. There are .25" and .5" level changes in various locations along route. (Needs to be beveled)

CURB RAMPS

3. The location is the **sidewalk next to accessible parking space**. Barriers encountered:
 - a. Needs flared sides with a max. slope of 1:10.

EXTERIOR DOORS

4. The location is **door at main entrance**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open door.
5. The location is the **rear emergency exit**. Barriers encountered:
 - a. Adjust the closer to lessen force needed to open door.
 - b. Replace knobs.

INTERIOR ROUTE

6. This route starts at the **main entrances and accesses all areas of the building**. Barriers encountered:
 - a. Fire extinguisher overhangs route. (Needs to be shielded)

RESTROOMS

7. The location is **men's**. Barriers encountered:
 - a. The grab bars need to be adjusted.
 - b. The height of the lavatory counter top is 36". (34" max.)
 - c. The dimension from the floor to the bottom of the apron is 27". (29" min.)
 - d. The height of the bottom edge of the mirror is 47". (40" max.)
 - e. Replace knobs on faucets.
8. The location is **women's**. Barriers encountered:
 - a. The grab bars need to be adjusted.
 - b. The height of the lavatory counter top is 36". (34" max.)
 - c. The dimension from the floor to the bottom of the apron is 27". (29" min.)

- d. The height of the bottom edge of the mirror is 47". (40" max.)
- e. Replace knobs on faucet.

INTERIOR DOORS

- 9. The location is **men's restroom**. Barriers encountered:
 - a. Replace knobs
- 10. The location is **women's restroom**. Barriers encountered:
 - a. Replace knobs
- 11. The location is **plant manager's office**. Barriers encountered:
 - a. Replace knobs.
- 12. The location is **breakroom**. Barriers encountered:
 - a. Move furniture to increase maneuvering clearance in breakroom.

DRINKING FOUNTAIN

- 13. The location is **main hallway**. Barriers encountered:
 - a. None.

DOG POUND

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **west parking lot and runs the west main entrance**. Barriers encountered:
 - a. There are various .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. The route is not a stable, firm and slip resistant surface.

EXTERIOR DOORS

3. The location is **door at west main entrance**. Barriers encountered:
 - a. The maneuvering clearance on the push side of the latch side is 10". (12" min.)
 - b. Replace knobs
 - c. There is an abrupt level change at the threshold of 2". (.5" max.)

INTERIOR ROUTE

4. This route starts at the **main entrance and accesses all areas of the building**. Barriers encountered:
 - a. The lavatory in the restroom limits access to toilet.

RESTROOMS

5. This location is **unisex**. Barriers encountered:
 - a. This restroom is not in compliance and has access and maneuvering problems.

INTERIOR DOORS

6. The location is **unisex restroom**. Barriers encountered:
 - a. The maneuvering clearances on the latch side of the push and pull sides are not enough. (12" and 18" respectively)
 - b. The clear width opening is 22".
 - c. No maneuvering clearance inside restroom.
 - d. Replace knob.
7. The location is the **office to kennel**. Barriers encountered:
 - a. Replace knobs.

SWIMMING POOL

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **west parking lot and runs to the west main entrance**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. Needs curb ramp at accessible parking space to transition to sidewalk.

EXTERIOR DOORS

3. The location is **door at west main entrance**. Barriers encountered:
 - a. Adjust the closer to lessen force needed to open door.

INTERIOR ROUTE

4. This route starts at the **main entrance and accesses all areas of the building**. Barriers encountered:
 - a. There are counters, phone and lavatories overhanging the route.

RESTROOMS

5. The location is **men's and women's**. Barriers encountered:
 - a. These restrooms are not in compliance and have access and maneuvering problems.

INTERIOR DOORS

6. The location is the **two doors in series to men's restroom**. Barriers encountered:
 - a. The maneuvering clearances on the latch side of the push and pull sides are not enough. (12" and 18" respectively)
 - b. The clear width opening is 27".
 - c. Adjust the closer to lessen the force needed to open doors.
7. The location is the **two doors in series to women's restroom**. Barriers encountered:
 - a. The maneuvering clearances on the latch side of the push and pull sides are not enough. (12" and 18" respectively)
 - b. The clear width opening is 27".
 - c. Adjust the closer to lessen the force needed to open doors.

DRINKING FOUNTAIN

8. The location is **north hallway wall**. Barriers encountered:

- a.
- 9. The location is **south hallway wall**. Barriers encountered:
 - a.

TELEPHONES

- 10. The location is **main lobby**. Barriers encountered:
 - a. The width of the unit is 14.5". (30" min.)
 - b. The height of the lowest part of the unit is 30". (27" max.)
 - c. The height of the highest operable part of the unit is 59". (54" max.)
 - d. There is no volume control on the unit.

SENIOR CITIZEN CENTER

PARKING

1. The location is the **three accessible parking spaces on the east side of the building**. Barriers encountered:
 - a. The accessible spaces need to be re-striped.
 - b. Needs access aisle designated next to spaces.

EXTERIOR ROUTE

2. This route starts at the **east side of the building's parking lot and leads to front entrances**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)

EXTERIOR DOORS

3. The location is **doors in series to dining room**. Barriers encountered:
 - a. Adjust the closer to lessen the force needed to open outside door.
 - b. The space between the doors is 43". (48" min.)
 - c. Replace knobs on inside door.
4. The location is the **lounge door**. Barriers encountered:
 - a. Replace knobs
 - b. There is a 1.5" level change at the threshold. (.25" max.)
5. The location is **office door**. Barriers encountered:
 - a. Replace knobs.

INTERIOR ROUTE

6. This route starts at the **main entrance and accesses all areas of the building**. Barriers encountered:
 - a. The lavatory in the men's restroom obstructs access to accessible stall.
 - b. Move furniture to gain maneuvering clearance less than 36".

RESTROOMS

7. The location is **men's**. Barriers encountered:
 - a. The toilet paper roll is 45" from rear wall. (36" max.)
 - b. The grab bars from the rear wall to the far support is 47". (54" min.)
 - c. The height of the rim of the urinal is 25". (17" max.)
 - d. The hot water and drain pipes need to be insulated or covered.
 - e. The dimension from the floor to the bottom of the apron is 28". (29" min.)
 - f. Replace knobs on faucet.
 - g. The height of the bottom edge of the mirror is 58". (40" max)

8. The location is **women's**. Barriers encountered:
- a. The depth of the stall is 56.5". (69" min.)
 - b. The dimension from the side wall to the centerline of the toilet is 8.5". (18" min.)
 - c. The grab bars from the rear wall to the far support is 47". (54" min.)
 - d. The door swings into the clear floor space of the lavatory.
 - e. Replace knobs on faucet.

INTERIOR DOORS

9. The location is **men's restroom**. Barriers encountered:
- a. The maneuvering clearance on the latch side of the pull sides is 15". (18" min.)
 - b. Replace knobs
 - c. Adjust closer to slow down closing time.
10. The location is **women's restroom to dining room**. Barriers encountered:
- a. The maneuvering clearance on the latch side of the push and pull sides are 8" and 12". (12" and 18" respectively)
 - b. Adjust closer to slow closing time.
 - c. Replace knobs.
11. The location is **women's restroom to lounge**. Barriers encountered:
- a. The opening force is 6 lbf. (door binds on carpet)
 - b. The maneuvering clearance on the latch side of the push sides is 7". (12" min.)
 - c. The clear open width is 27.5". (32" min.)
 - d. Replace knobs.
12. The location is **lounge to offices**. Barriers encountered:
- a. Move furniture to gain maneuvering clearance on the push and pull sides of door.
 - b. Replace knobs.

DRINKING FOUNTAIN

13. The location is **dining room wall**. Barriers encountered:
- a. The height of the spout is 43". (36" max.)
 - b. Move table for maneuvering clearance.

FIRE STATION (SOUTH)

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **parking lot and runs to the south main entrance**. Barriers encountered:
 - a. There are .25" and .5" level changes in various locations along route. (Needs to be beveled)
 - b. The route is not a stable, firm and slip resistant surface.

EXTERIOR DOORS

3. The location is **door at south main entrance**. Barriers encountered:
 - a. Replace knobs.
 - b. There is an abrupt level change at the threshold of 1". (.5" max.)
 - c. The landing on the outside of the door has a slope of 1:30. (1:50 max.)

INTERIOR ROUTE

4. This route starts at the **south main entrance and accesses all areas of the building**. Barriers encountered:
 - a. There are tools and equipment that overhang the route.

RESTROOMS

5. The location is **unisex**. Barriers encountered:
 - a. The height of the toilet seat is 15.5". (17" to 19")
 - b. There are no grab bars.
 - c. Replace the knobs on the faucets.
 - d. The height of the bottom edge of the mirror is 51". (40" max.)

INTERIOR DOORS

6. The location is **unisex restroom**. Barriers encountered:
 - a. Replace knobs.
 - b. The clear open width is 27". (32" min.)

FIRE STATION (OLD)

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **parking lot and runs to the east main entrance**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled).
 - b. The route is not a stable, firm and slip resistant surface.

EXTERIOR DOORS

3. The location is **door at east main entrance**. Barriers encountered:
 - a. Replace knobs.
 - b. There is an abrupt level change at the threshold of 7". (.5" max.)

INTERIOR ROUTE

4. This route starts at the **east main entrance and accesses all areas of the building**. Barriers encountered:
 - a. The lavatory in the unisex restroom limits access to 16" at the entrance.
 - b. There are steps from the office and kitchen to the warehouse.

RESTROOMS

5. The location is **unisex**. Barriers encountered:
 - a. The height of the toilet seat is 15". (17" to 19")
 - b. There are no grab bars.
 - c. The clear floor space at toilets does not meet requirements.
 - d. The dimension from the side wall to centerline of toilet is 15". (18" min.)
 - e. The clear floor space at lavatory does not meet requirements.
 - f. Replace knobs on faucets.

INTERIOR DOORS

6. The location is the **unisex restroom**. Barriers encountered:
 - a. Replace knobs.
 - b. The clear open width is 27". (32" min.)
7. The location is the **typical doors throughout building**. Barriers encountered:
 - a. Replace knobs.
 - b. The clear open width is 27". (32" min.)

WATER DEPARTMENT

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **parking lot and runs to the west main entrance**. Barriers encountered:
 - a. There are .25" and .5" level changes in various locations along route. (Needs to be beveled)
 - b. The route is not a stable, firm and slip resistant surface.

EXTERIOR DOORS

3. The location is **door at west main entrance**. Barriers encountered:
 - a. Replace knobs.
 - b. There is an abrupt level change at the threshold of 2". (.5" max.)

INTERIOR ROUTE

4. This route starts at the **west main entrance and accesses all areas of the building**. Barriers encountered:
 - a. None.

RESTROOMS

5. The location is **men's and women's**. Barriers encountered:
 - a. The height of the toilet seat is 15". (17" to 19")
 - b. There are no grab bars.
 - c. The clear floor space at toilets does not meet requirements.
 - d. The clear floor space at lavatory does not meet requirements.
 - e. The dimension from the floor to bottom of apron is 28". (29" min.)
 - f. Replace knobs on faucets.
 - g. The hot water and drain pipes are not insulated.

INTERIOR DOORS

6. The location is the **men and women restrooms**. Barriers encountered:
 - a. Replace knobs.
 - b. The clear open width is 27". (32" min.)

MAIN SHOP

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage crated on this site.

EXTERIOR ROUTE

2. This route starts at the **east parking lot and runs to the east main entrance**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. The route is not a stable, firm and slip resistant surface.

EXTERIOR DOORS

3. The location is the **door at east main entrance**. Barriers encountered:
 - a. Replace knobs.
 - b. There is an abrupt level change at the threshold of .75". (.5" max.)

INTERIOR ROUTE

4. This route starts at the **east main entrance and accesses all areas of the building**. Barriers encountered:
 - a. There are tools and equipment that overhang the route.

RESTROOMS

5. The location is **men's**. Barriers encountered:
 - a. The hardware on the stall door requires twisting to operate.
 - b. The height of the rim of the urinal is 25.5". (17" max.)
 - c. The height of the urinal flush control is 48". (44" max.)
 - d. The lavatory is foot controlled hand-wash style.
 - e. The height of the bottom edge of the mirror is 47". (40" max.)
6. The location is **women's**. Barriers encountered:
 - a. The grab bars do not meet length requirements.
 - b. The dimension from the floor to the bottom apron on the lavatory is 28". (29" min.)
 - c. The hot water and drain pipes need to be insulated or covered.
 - d. The height of the bottom edge of the mirror is 48". (40" max.)

INTERIOR DOORS

7. The location is **men's restroom**. Barriers encountered:
 - a. The opening force is 8 lbf. (5 lbf max.)
 - b. The height of the hardware is 52". (48" max.)

8. The location is **women's restroom**. Barriers encountered:
 - a. Replace knobs.
 - b. The opening force is 12 lbf. (5 lbf max.)
9. The location is **maintenance supervisor**. Barriers encountered:
 - a. Replace knobs
 - b. The opening force is 6 lbf. (5 lbf max.)
10. The location is **street supervisor**. Barriers encountered:
 - a. Replace knobs.
 - b. The opening force is 7 lbf. (5 lbf max.)

WOMEN SOFTBALL FIELDS

PARKING

1. There are no accessible parking spaces designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, ball field and concession area.

EXTERIOR ROUTE

2. This route starts at the **parking lot and leads to the restrooms, bleachers and concession.**
Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an abrupt level change of 1" at the concession sidewalk and gravel. (Needs to be beveled)
 - c. The bleachers have minimum clear headroom of less than 80".
 - d. Needs paths created to give stable, firm and slip resistant surface to accessible areas of park.

EXTERIOR DOORS

3. The location is **doors at men's and women's restroom.** Barriers encountered:
 - a. See main park maintenance survey.

RESTROOMS

4. The location is **men's and women's.** Barriers encountered:
 - a. See main park maintenance survey.
5. The location is **women's.** Barriers encountered:
 - a. Replace the twist type knob with appropriate hardware.
 - b. The height of the toilet seat is 16.5". (17" to 19")
 - c. The depth of the lavatory is 15". (17" min)
 - d. Self-closing valves remain open for 2 seconds. (10 sec. min.)

DRINKING FOUNTAIN

6. The location is **west side of concession.** Barriers encountered:
 - a. The depth of the unit is 12". (17" to 19")
 - b. The stairs under unit obstruct clear floor space.
 - c. The height of the spout is 46". (36" max.)
 - d. Replace twist type knob with appropriate hardware.

GIRL SCOUT HOUSE

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **front sidewalk and leads to the tow front entrances**. Barriers encountered:
 - a. There are changes of levels greater than .5" at the steps at the sidewalk and at the entrances.
 - b. Needs curb ramp at the designated accessible parking space to the sidewalk.
 - c. There are .25" to .5" level changes in various locations along sidewalk.
 - d. Needs ramps at stairways at main entrances.

EXTERIOR DOORS

3. The location is the **northwest entrance door**. Barriers encountered:
 - a. Replace knobs with levers or other acceptable designs.
 - b. There is a 8" step outside the threshold.
4. The location is the **northeast double doors**. Barriers encountered:
 - a. The maneuvering clearance on the outside of the door is 42". (60" min.)
 - b. Replace knobs with levers or other acceptable designs.
 - c. There is a 3" step outside the threshold.
5. The location is the **east door**. Barriers encountered:
 - a. The clear width of the doorway is 27". (32" min.)
 - b. The maneuvering clearance on the outside of the door is 42". (60" min.)
 - c. Replace knobs with levers or other acceptable designs.
 - d. There is a 3" step outside the threshold.

INTERIOR ROUTE

6. This route starts at the **two main entrances and accesses all areas of the building**. Barriers encountered:
 - a. Narrow hallways and doorways along route of 27". (36" min.)
 - b. Wall-mounted fire extinguisher overhangs route.

STAIRS

7. The location is the **front steps at two main entrances**. Barriers encountered:
 - a. The height of the handrail is 30-35". (34-38")
 - b. The handrail does not extend 12" beyond the top and bottom riser.

RESTROOMS

8. The location is **men's**. Barriers encountered:
 - a. There is not a 60" diameter or T-shaped turning provided in this room.
 - b. The width of the clear floor space is 37". (60" min.)
 - c. The depth of the clear floor space is 62". (66" min.)
 - d. The door swings into the clear floor space.
 - e. There are no handrails provided.
 - f. The height of the sink is 30.5". (34" max.)
 - g. Replace knobs on faucet.
9. The location is **women's**. Barriers encountered:
 - a. There is not a 60" diameter or T-shaped turning provided in this room.
 - b. The width of the clear floor space is 37". (60" min.)
 - c. The depth of the clear floor space is 62". (66" min.)
 - d. The door swings into the clear floor space.
 - e. There are no handrails provided.
 - f. The height of the sink is 30.5". (34" max.)
 - g. Replace knobs on faucet.

INTERIOR DOORS

10. The location is **men's restroom**. Barriers encountered:
 - a. The clear floor space is 34". (42" min.)
 - b. The clear opening width is 21.5". (32" min.)
 - c. Replace knob.
11. The location is **women's restroom**. Barriers encountered:
 - a. The clear floor space is 34". (42" min.)
 - b. The clear opening width is 21.5". (32" min.)
 - c. Replace knob.
12. The location is **typical doors along interior route**. Barriers encountered:
 - a. The clear opening width is 27.5" (32" min.)
 - b. Replace knob.

MAIN PARK

PARKING

1. There are no accessible parking spaces designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, handball court and BBQ area.

EXTERIOR ROUTE

2. This route starts at the **east parking lot and leads to the restrooms**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an abrupt level change of 1.5" at the sidewalk and restroom landing at entrance. (Needs ramp)
 - c. The parking area in front of restrooms is deteriorating and has numerous level changes at utility trench.
3. This route starts at the **tennis and ball courts parking lot and leads to those areas**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an electrical box and light switches that overhang route. (Needs to be shielded)
 - c. Needs curb ramp at accessible parking space to transition to sidewalk.
4. This route starts at the **BBQ parking area on the north side of the park across from the pool and leads to the BBQ areas**. Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. Needs curb ramp at accessible parking space to transition to sidewalk.
 - c. Needs paths created to give stable, firm and slip resistant surface to accessible areas of park.

EXTERIOR DOORS

5. The location is the **doors at men's and women's restrooms**. Barriers encountered:
 - a. None.

RESTROOMS

6. The location is the **men's**. Barriers encountered:
 - a. The left grab bar is 3' long. (54" min. from rear wall to far support)
 - b. The height of the rim of the urinal is 22.5". (17" max.)
 - c. The height of the urinal flush control is 51.5". (44" max.)
 - d. The depth of the lavatory is 12". (17" min.)
 - e. The clearance from the floor to the bottom edge of the apron is 27". (29" min.)
 - f. Replace the twist type knob with appropriate hardware.
 - g. Self-closing valves remain open for 0 seconds. (10 second min.)

7. The location is the **women's**. Barriers encountered:
- a. The left grab bar is 3' long. (54" min. from rear wall to far support)
 - b. The depth of the lavatory is 12". (17" min.)
 - c. The clearance from the floor to the bottom edge of the apron is 27". (29" min.)
 - d. Replace the twist type knob with appropriate hardware.
 - e. Self-closing valves remain open 0 seconds. (10 second min.)

BBQ AREA

8. The location is the **BBQ area on the north side of the park across from the pool**. Barriers encountered:
- a. The depth of the knee space under the picnic tables is 9". (19" min.)

DRINKING FOUNTAIN

9. The location is the **restrooms at the east side of the park**. Barriers encountered:
- a. The depth of the unit is 12". (17" to 19")
 - b. The water flow is not within 3" of the front of the unit.

PARK MAINTENANCE BUILDING

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible space with signage created on this site.

EXTERIOR ROUTE

2. This route starts at the **east side of the parking lot and leads to the front entrance**. Barriers encountered:
 - a. There are changes of levels greater than .5" at the dirt driveway and sidewalk to the entrances.
 - b. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - c. The surface along the accessible route is not stable, firm and slip-resistant.

EXTERIOR DOORS

3. The location is the **south main entrance door**. Barriers encountered:
 - a. Replace knobs with levers or other acceptable designs.
 - b. There is a 1" step outside threshold. (bevel)
 - c. The maneuvering clearance on the latch side of jamb is 8". (12" min.)
4. The location is the **men's and women's restroom doors**. Barriers encountered:
 - a. None.

INTERIOR ROUTE

5. This route starts at the **main entrance and accesses all areas of the building**. Barriers encountered:
 - a. Wall-mounted fire extinguisher overhangs route.

RESTROOMS

6. The location is the **men's**. Barriers encountered:
 - a. The depth of the stall is 60". (66" min.)
 - b. The dimension from the end wall to the far support of the grab bar is 38". (54" min.)
 - c. The height of the rim of the urinal is 24.5". (17" max.)
 - d. The height of the flush control is 54". (44" max.)
 - e. The dimension from the floor to the bottom of the apron of the lavatory is 27". (29" min.)
 - f. The height of the bottom edge of the mirror is 53". (40" max.)
7. The location is the **women's**. Barriers encountered:
 - a. The operating hardware on stall door requires twisting to operate.
 - b. The dimension from the end wall to the far support of the grab bar is 38". (54" min.)
 - c. The dimension from the floor to the bottom of the apron of the lavatory is 27". (29" min.)

- d. The height of the bottom edge of the mirror is 54". (40" max.)

INTERIOR DOORS

- 8. The location is **men's restroom**. Barriers encountered:
 - a. None.
- 9. The location is **women's restroom**. Barriers encountered:
 - a. None.
- 10. The location is **office door**. Barriers encountered:
 - a. Move furniture to increase maneuvering clearance on the push side clear floor space.
 - b. Replace knob.

DRINKING FOUNTAIN

- 11. The location is the **shop area south wall**. Barriers encountered:
 - a. The height of the spout is 38". (36" max.)

NORTHSIDE PARK

PARKING

1. There are no accessible parking spaces designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, handball court and BBQ area.

EXTERIOR ROUTE

2. This route starts at the **parking lot and leads to the restrooms, tennis courts and BBQ area.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There are cross slopes along sidewalk from restroom to tennis courts of 1:24. (1:50 max.)
 - c. Needs paths created to give stable, firm and slip resistant surface to accessible areas of park.
 - d. Needs curb ramp to make parking lot to sidewalk transition.

EXTERIOR DOORS

3. The location is **doors at men's and women's restrooms.** Barriers encountered:
 - a. Adjust closer to lessen opening force.
4. The location is the **gates at the tennis courts.** Barriers encountered:
 - a. There is a slope of 1:24 on the outside landing.
 - b. There is an abrupt level change of 3" at threshold.

RESTROOMS

5. The location is **men's.** Barriers encountered:
 - a. The grab bar is 3' long. (54" min. from rear wall to far support)
 - b. The height of the grab bar is 32". (33" to 36")
 - c. Grab bars are not on both sides of the stall.
 - d. The height of the rim of the urinal is 24". (17" max.)
 - e. The height of the urinal flush control is 45". (44" max.)
 - f. The depth of the lavatory is 15". (17" min.)
 - g. The clearance from the floor to the bottom edge of the apron is 27". (29" min.)
 - h. Self-closing valves remain open for 5 seconds. (10 second min.)
6. The location is **women's.** Barriers encountered:
 - a. The grab bar is 3' long. (54" min. from rear wall to far support)
 - b. The height of the grab bar is 32". (33" to 36")
 - c. Grab bars are not on both sides of the stall.
 - d. The depth of the lavatory is 15". (17" min.)
 - e. The clearance from the floor to the bottom edge of the apron is 27". (29" min.)

- f. Self-closing valves remain open for 5 seconds. (10 second min.)

BBQ AREA

- 7. The location is the **BBQ area on the north side of the park across from the pool.** Barriers encountered:
 - a. The depth of the knee space under the picnic table is 9". (19" min.)

DRINKING FOUNTAIN

- 8. The location is the **restrooms at the east side of the park.** Barriers encountered:
 - a. The depth of the unit is 12". (17" to 19")

RIVER VIEW PARK

PARKING

1. There are no accessible parking spaces designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, handball court, and BBQ area.

EXTERIOR ROUTE

2. This route starts at the **east parking lot and leads to the ball fields, BBQ area and the playground.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. Needs paths created to give stable, firm and slip resistant surface to accessible areas of the park.
3. This route starts at the **tennis courts parking lot and leads to the tennis areas.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an electrical box and light switches that overhang the route. (Needs to be shielded)
 - c. Needs curb ramp at accessible parking space to transition to sidewalk.
4. This route starts at the **west parking area and leads to the BBQ areas, restrooms and ball fields.** Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is a slope from sidewalk down to ball field bleachers of 1:5. (1:12 max.)
 - c. Needs paths created to give stable, firm and slip resistant surface to accessible areas of park.

CURB RAMPS

5. The location is the **east parking lot southeast and northeast ramps from the parking area to the sidewalk.** Barriers encountered:
 - a. The sides of the ramps need to be flared. (1:10 max.)
 - b. There is an abrupt level change at bottom of ramp.
6. The location is the **west parking lot southwest and northwest ramps from the parking area to the sidewalk.** Barriers encountered:
 - a. The sides of the ramps need to be flared. (1:10 max.)
 - b. There is an abrupt level change at bottom of the ramp.

EXTERIOR DOORS

7. The location is the **doors at the men's and women's restrooms.** Barriers encountered:
 - a. There is an abrupt level of 1" at the entrance. (Needs to be beveled)

8. The location is the **gates at tennis courts**. Barriers encountered:
- a. Surface of tennis courts is broken up at the threshold.
 - b. There is an abrupt level change of 2" at thresholds. (.5" max.)
 - c. There is a slope of 1:8 at the east gate.

RESTROOMS

9. The location is the **men's**. Barriers encountered:
- a. The clear opening width of the stall door is 30.5" (32" min.)
 - b. The hardware on the stall door requires twisting to operate.
 - c. The height of the toilet seat is 16". (17" to 19")
 - d. The left grab bar is 3' long. (54" min. from rear wall to far support)
 - e. The height of the rim of the urinal is 24.5". (17" max.)
 - f. The height of the urinal flush control is 50". (44" max.)
 - g. The clearance from the floor to the bottom edge of the apron is 28". (29" min)
 - h. Replace the twist type knob with appropriate hardware.
10. The location is the **women's**. Barriers encountered:
- a. The clear opening width of the stall door is 30.5". (32" min.)
 - b. The hardware on the stall door requires twisting to operate.
 - c. The height of the toilet seat is 16". (17" to 19")
 - d. The left grab bar is 3' long. (54" min. from rear wall to far support)
 - e. The clearance from the floor to the bottom edge of the apron is 28". (29" min.)
 - f. Replace twist type knob with appropriate hardware.

BBQ AREA

11. The location is the **BBQ area on the northwest side of the park next to the restrooms**.
Barriers encountered:
- a. The depth of the knee space under the picnic tables is 7". (19" min.)

BABE RUTH PARK

PARKING

1. There is no accessible parking space designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, ball field and concession area.

EXTERIOR ROUTE

2. This route starts at the **parking lot and leads to the bleachers and concession.** Barriers encountered:
 - a. There are various .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. The bleachers have minimum clear headroom of less than 80".
 - c. Needs paths created to give stable, firm and slip resistant surface to accessible areas of park.
3. This route starts at the **horse shoe pits parking lot and leads to the restrooms and pits.** Barriers encountered:
 - a. There are various .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an abrupt level change of 1" at the gate to the horse shoe pits. (Needs to be beveled)
 - c. Needs paths created to give stable, firm and slip resistant surface to accessible areas of the horse shoe pits.

CURB RAMPS

4. The location is the **horse shoe pits parking area sidewalk.** Barriers encountered:
 - a. There is an abrupt level change at the bottom of the ramp of 1". (.5" max.)

EXTERIOR DOORS

5. The location is the **doors at the men's and women's restrooms.** Barriers encountered:
 - a. None.

RESTROOMS

6. The location is the **men's.** Barriers encountered:
 - a. The height of the toilet seat is 15". (17" to 19")
 - b. There are no grab bars in the stall.
 - c. The height of the rim of the urinal is 21". (17" max.)
 - d. The height of the urinal flush control is 48". (44" max.)
 - e. The depth of the lavatory is 15". (17" min.)

- f. The dimension from the floor to the bottom of the apron is 23.5" (29" min.)
 - g. Self-closing valves remain open for 2 seconds. (10 second min.)
 - h. The height of the mirror is 50". (40" max.)
7. The location is the **women's**. Barriers encountered:
- a. The height of the toilet seat is 15" (17" min.)
 - b. There are no grab bars in the stall.
 - c. The depth of the lavatory is 15". (17" min.)
 - d. The dimension from the floor to the bottom of apron is 23.5". (29" min.)
 - e. Self-closing valves remain open 2 seconds. (10 second min.)
 - f. The height of the mirror is 50". (40" max.)

DRINKING FOUNTAIN

8. The location is the **west side of the concession**. Barriers encountered:
- a. The depth of the unit is 12". (17" to 19")

LITTLE LEAGUE FIELDS

PARKING

1. There are no accessible parking spaces designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, ball fields and concession area.

EXTERIOR ROUTE

2. This route starts at the **parking lot and leads to the restrooms, bleachers and concession.**
Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an abrupt level change of 1" at the concession sidewalk and gravel. (Needs to be beveled)
 - c. The bleachers have minimum clear headroom of less than 80".
 - d. Needs paths created to give stable, firm and slip resistant surface to accessible areas of the park.

EXTERIOR DOORS

3. The location is the **doors at the men's and women's restroom.** Barriers encountered:
 - a. See main park survey.

RESTROOMS

4. The location is **men's and women's.** Barriers encountered:
 - a. See main park survey.

SOFTBALL FIELDS

PARKING

1. There are no accessible parking spaces designated on this site. Barriers encountered:
 - a. Needs van accessible spaces with signage created on this site near restrooms, ball fields and concession area.

EXTERIOR ROUTE

2. This route starts at the **parking lot and leads to the restrooms, bleachers and concession.**
Barriers encountered:
 - a. There are .25" to .5" level changes in various locations along route. (Needs to be beveled)
 - b. There is an abrupt level change of 1" at the concession sidewalk and gravel. (Needs to be beveled)
 - c. The bleachers have minimum clear headroom of less than 80".
 - d. Needs paths created to give stable, firm and slip resistant surface to accessible areas of the park.

EXTERIOR DOORS

3. The location is **doors at men's and women's restrooms.** Barriers encountered:
 - a. None.

RESTROOMS

4. The location is the **men's.** Barriers encountered:
 - a. Replace twist type knob on stall door with appropriate hardware.
 - b. The height of the toilet seat is 15". (17" to 19")
 - c. The height of the rim of the urinal is 19". (17" max.)
 - d. The height of the urinal flush control is 46". (44" max.)
 - e. The depth of the lavatory is 15" (17" min.)
 - f. Self-closing valves remain open for 2 seconds. (10 second min.)
5. The location is the **women's.** Barriers encountered:
 - a. Replace twist type knob on stall door with appropriate hardware.
 - b. The height of the toilet seat is 16.5". (17" to 19")
 - c. The depth of the lavatory is 15". (17" min.)
 - d. Self-closing valves remain open for 2 seconds. (10 second min.)

DRINKING FOUNTAIN

6. The location is the **west side of concession.** Barriers encountered:
 - a. The depth of the unit is 12" (17" to 19")
 - b. The stairs under unit obstruct clear floor space.

- c. The height of the spout is 46". (36" max.)
- d. Replace twist type knob with appropriate hardware.

CITY OF ELKO
NEVADA
ADA TRANSITION
PLAN



January 2019

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1 INTRODUCTION

1.1 MISSION

It is the City of Elko's mission to provide a better transportation system for the City of Elko through unified and dedicated efforts.

1.2 PURPOSE

The purpose of the following Transition Plan is to provide the City of Elko staff, state and local partners, and the citizens of the City of Elko, City of Elko's policies and procedures, and practices to fulfill the requirement of Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. Additionally, this Transition Plan provides information about the City of Elko's efforts to ensure equal accessibility to City of Elko programs and services as well as outlining how the City of Elko will transition from non-compliance to compliance with ADA for public rights of way accessibility.

1.3 BACKGROUND/REQUIREMENTS

1.3.1 Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act makes it illegal for the federal government, federal contractors and state and local governments receiving federal funds to discriminate on the basis of disability. It requires state and local governments ensure persons with disabilities have equal access to any programs, services or activities receiving federal funding. It also requires them to ensure their employment practices do not discriminate on the basis of disability.

1.3.2 Americans with Disabilities Act of 1990

The Americans with Disabilities Act (ADA) was signed into law in 1990. The ADA builds upon the requirements of Section 504 of the Rehabilitation Act and is an important civil rights legislation that prohibits discrimination against people on the basis of disability. This act ensures people with disabilities have equal rights and opportunities as able-bodied people. The ADA is comprised of the following five titles that cover different aspects of public life:

- Title I (Employment)
- Title II (State and Local Government)
- Title III (Public Accommodations)
- Title IV (Telecommunications)
- Title V (Miscellaneous Provisions)

The focus of this Transition Plan is Title II of the ADA which applies to state and local governments and the programs, services and activities they provide. As a municipal government, the City of Elko must ensure

its programs, services and activities provided to the public are accessible to individuals with disabilities regardless of the source of funding. Under Title II, the City of Elko must meet the following requirements:

- Designate an ADA/Section 504 Coordinator responsible for coordinating the City of Elko's efforts to comply with and carry out its responsibilities under Title II
- Make available to applicants, participants, beneficiaries, and other interested parties information regarding Title II and its applicability to the services, programs or activities of the City of Elko. (Notice to the Public)
- Complete a self-assessment of services, policies and practices on compliance with the requirements of Title II
- Adopt and publish a grievance procedure for complaints alleging any action that violates Title II
- Develop a Transition Plan to address how and when the City of Elko will correct the identified accessibility deficiencies

1.4 STATEMENT OF POLICY

The City of Elko is committed to full compliance with Title II of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 and all related regulation, laws, executive orders and directives.

The Public Works Director for the City of Elko, as the ultimate responsible person for Title II and Section 504 compliance, assures that no qualified individual with a disability shall, on the basis of disability, be excluded from participate in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by an public entity.

2 ADA/504 PROGRAM ADMINISTRATION

2.1.1 ADA/504 Coordinator

The role of the ADA/504 Coordinator is to manage all programs and policies related to compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Title II, Title VI, and other federal and state laws associated with regulations for persons with disabilities. The ADA/504 Coordinator will act as the primary contact for all public outreach pertaining to discriminations against persons of disabilities.

The ADA/504 Coordinator will address complaints, investigate formal grievances, and track the overall progress of the implementation of the Transition Plan. In addition, the ADA/504 Coordinator will coordinate a multidisciplinary approach to implement and manage the City of Elko's ADA/504 compliance effort. This effort includes developing policies and procedures for the City of Elko and providing technical support for planning, design, and construction efforts.

2.1.2 Contact for ADA/504 Coordinator

Dennis Strickland
Public Works Director
City of Elko
171 College Avenue
Elko, NV 89801
O: (775) 777-7241
F: (775) 777-7249
Email: dstrickland@elkocitynv.gov

2.2 COORDINATION WITH OTHER STATE/LOCAL PLANS

Communication and coordination with other government agencies is an important and necessary practice to ensure the proper implementation of accessibility features and ongoing maintenance of ADA compliance. The City of Elko will continue to communicate and coordinate accessibility needs within public rights-of-way to identify partnering opportunities and working with other public agencies to improve and maintain safe and accessible facilities along City of Elko routes.

The City of Elko coordinates with the County of Elko and with the Nevada Department of Transportation (NDOT) regarding accessibility and ADA compliance issues.

2.3 COMMUNICATIONS

Relating to Section 35.160(a) of the Americans with Disabilities Act, "A public entity shall take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others". The City of Elko will continue to strive to provide equally effective communications with all persons of the public.

2.3.1 Notice to the Public

The City of Elko is committed to providing and ADA Notice to the Public about their rights and the City of Elko's responsibilities under Title II of ADA. The City of Elko is in the process of developing this Notice to the Public.

2.3.2 Training

2.3.3 Public Outreach

2.3.4 Website

In Compliance with Section 504 of the Rehabilitation Act, the City of Elko has made their information accessible to the public via the City of Elko's website.

The general public is encouraged to inform the City of Elko of any problems with accessibility they may encounter within their daily travel along public access routes.

3 ADA GRIEVANCE PROCEDURE

28 CFR 35.107(b) requires a public entity that employs more than 50 people to adopt and publish a grievance procedure providing for the prompt and equitable resolution of complaints alleging discrimination on the basis of disability access to any governmental services provided by the entity.

The resolution of any complaint or inquiry will require reviewing the nature of the noncompliance, establishing governing entities and reviewing options for accommodating remedies to the location of interest. In determining possible solution to the issue, the City of Elko will consider the health and safety of others, the feasibility of alterations, the cost of the possible solutions, availability of funding, ease of implementation and how the solution compares in priority to other proposed ADA projects. The resolution of any one complaint or inquiry by the City of Elko does not constitute a precedent upon which the City of Elko is bound to or which the informant party shall solely rely.

The City of Elko will take steps to ensure communications with members of the public, notifying when the ADA complaints are addressed appropriately. Guidelines established within the following Grievance Procedures are intended to safeguard the processing of all City of Elko associated ADA/504 concerns.

3.1 PROCEDURE

3.1.1 Filing a Complaint

All complaints should be submitted to the City of Elko's ADA/504 Coordinator within 90 calendar days after the alleged discrimination. A complaint may be submitted in writing via e-mail or the US Postal Service, or via telephone. City of Elko employees with concerns regarding ADA or discriminatory issues should contact their human resources or personnel representative.

To ensure prompt and equitable resolution of complaints, the City of Elko allows for multiple methods or filing a complaint regarding disability based discrimination, outlined in the following sections.

3.1.1.1 On-Line Complaint Form

The City of Elko is in the process of developing an on-line complaint form.

3.1.1.2 Telephone

A verbal complaint may be submitted to the City of Elko via telephone communication. As a result of the telephone conversation, the City of Elko's ADA/504 Section representative will make a written record on behalf of the calling party.

3.1.1.3 Email Communications

A complaint may be submitted to the ADA/504 Section via the City of Elko's ADA Program email address: dstrickland@elkocitynv.gov.

The ADA/504 Section staff will respond to the submitted email and make a written record complaint.

3.1.1.4 Alternative Methods

None at this time.

3.1.2 Complaint Investigation and Resolution

Within 15 calendar days of receiving a complaint, the ADA/504 Coordinator or designated representative will contact the party (complainant) and will confirm the complaint details.

Once the complaint details are verified through phone coordination and/or an in-person meeting with the complainant, the ADA/504 Coordinator or designated representative will verify jurisdiction, investigate the accessibility issue and provide a response to the complainant within 45 calendar days, using the most appropriate format, outlining the investigation findings and proposed solution. If the accessibility issue is not within the City of Elko's jurisdiction, they the ADA/504 Coordinator will contact and forward the complaint to the associate agency and notify the complainant.

3.1.3 Appealing the Resolution

If the complainant is not satisfied with the final decision made by the ADA/504 Coordinator, the complainant may appeal the decision to the City Manager. The appeal must be filed within 15 calendar days of receiving the final decision. With 15 calendar days of receiving the appeal, the City Manager will contact the individual filing the appeal to discuss the matter. The City Manager will review the complaint file and complete any additional investigation required to address the appeal. After completing the review of the file and investigating the matter, the City Manager shall provide a response in the most appropriate format. The response shall be provided within 15 working days after the City Manager initially contacted the individual about the appeal. The response to the appeal shall be documented and kept on file in the ADA/504 Section for a minimum of 3 years.

4 SELF ASSESSMENT

The first step to developing an ADA Transition Plan is to obtain an inventory of barriers and identify the existing condition of accessibility of public information and features on City of Elko owned facilities and public rights-of-way.

4.1 PUBLIC INFORMATION ACCESS

4.1.1 Website

In its efforts to maintain public accessibility, the City of Elko has placed a high priority on ensuring its website information is accessible and relatable to all citizens. The ADA/504 Section of the City of Elko will continue to strive for public accessibility on its public webpages to better reflect ADA and Section 508 Rehabilitation Act needs and requirements. Webpage implementation will go through a periodic internal review process to ensure optimal accessibility quality.

4.1.2 Public Meetings

All public meetings and hearings held by the City of Elko are required to be accessible to all persons of the public. Public meetings, training sessions, or other programs or events must be in an accessible location and provide necessary accommodations to all persons as indicated as such on a meeting notice to the public. Further guidance regarding meeting accommodations for accessibility can be obtained on the U.S. Department of Justice webpage, [Accessible Information Exchange: Meeting on a Level Playing Field](#):

The City of Elko will provide qualified interpreters upon request and can provide documents in an accessible electronic format or other alternative formats such as large print. Requests for such accommodations at meetings or events should be made with as much advance notice as possible prior to the meeting or event.

Requests for accommodation at a meeting or event should include the following information:

- The requestor's name, address, email address, and telephone number (if any)
- A description of the meeting or event, including the location of the meeting or event
- A brief description of what accommodation is needed, (e.g. interpreters, alternative format of materials, etc.)

Requests for accommodations regarding meetings or events can be made via telephone or by sending an email to kwilkinson@elkocitynv.gov.

The City of Elko's ADA/504 Coordinator, or designee, will respond to the request at least 24 hours before the scheduled time of the meeting or event.

4.2 FACILITIES/BUILDINGS

The City of Elko has made ADA upgrades to all publicly accessed facilities.

4.3 PUBLIC RIGHTS-OF-WAY

The City of Elko is updating areas within the public right-of-way as new construction or reconstruction occurs. (see attached street inventory)

5 TRANSITION PLAN

5.1 ACTIONS FOR ACHIEVING ADA COMPLIANCE

As a general practice, the City of Elko updates curb ramps as part of its Pavement Rehabilitation Program, where right-of-way and funding allow. It is the intent of this Transition Plan to further the City of Elko's efforts by incorporating a holistic approach to its ADA projects and not focus solely on curb ramps.

5.1.1 Prioritization Criteria

Safety – factors considered include number and/or type of pedestrian crashes, traffic volume, and the functional classification of the roadway, which indicates the character of the roadway in terms of accessibility and mobility.

Existing Conditions – Identifies level of compliance with ADA standards in terms of curb ramps, sidewalk irregularities due to vertical differences, horizontal gaps and slopes, location of pedestrian push buttons, pedestrian access route considering sidewalk width and length, and residential driveways slope and cross slope requirements.

Complaints – number of complaints.

Pedestrian Generators – factors in the density and types of services or facilities that have pedestrian traffic, such as essential services in the form of government services, hospitals, emergency services, and schools; transit stops; attraction such as stores, recreational facilities and libraries; and residential developments.

5.1.2 Timing

The City of Elko is in the process of completing a survey of pedestrian facilities with its right-of-way. This survey will generate a report of noncompliant locations. The City of Elko will then analyze that report and establish potential projects to bring those deficiencies into compliance. As potential projects are

identified, they will be evaluated using established criteria to determine their priority in the program and to generate a list of proposed projects for future years.

This list will be further refined considering other factors that impact project delivery such as environmental requirements, rights-of-way requirements, constructability and logical sequence to the projects to maximize the provided funding for ADA projects. Then a list will be generated to be used to incorporate the projects into the City of Elko's annual work program. Adjustments to the list may be made as the projects proceed through the delivery process and issues arise.

5.1.3 Technically Infeasible Locations

Any existing City of Elko pedestrian facility or features being altered shall be made accessible to the maximum extent feasible within the scope of the alteration.

The City of Elko recognizes that there are locations where it is "technically infeasible" to bring the facilities or features into full compliance due to existing physical site constraints. Alterations to features, spaces, or facilities within the public rights-of-way are considered technically infeasible when existing physical site constraints such as underlying terrain, right-of-way availability, underground structures, adjacent developed facilities, drainage, or the presence of a notable natural or historic feature, make it impracticable to bring the altered elements into compliance. (United States Access Board (PROWAG), 2011, p.20)

For these locations, the City of Elko will address any accessibility deficiencies as feasible to ensure maximum compliance is achieved on the alteration project. If alterations are determined technically infeasible to achieve ADA compliance, then the pedestrian facility and features shall be documented with justification, approved by the City's Public Works Director and identified as a project, and addressed as soon as possible when budget allows. If alterations are determined structurally impracticable to achieve ADA compliance, then the pedestrian facility and features shall be documented with justification and approved by the Public Works Director.

Technical infeasibility does not apply for new construction. All new construction projects including pedestrian facilities or features shall meet current ADA standards unless it is structurally impracticable (See 28 DFR 35.1151(a)(2)).

5.2 TECHNICAL COMPLIANCE – DESIGN STANDARDS

http://www.elkocity.com/departments/engineering_department/standard_details/index.php

6 APPENDIXES

6.1 ADDITIONAL REFERENCE INFORMATION

6.1.1 Web-Links

The following website links provide further information pertaining to Title II ADA and Section 504:

- USDOJ and USDOT Joint Technical Assistance on when curb ramps are required with resurfacing
http://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta.cfm
- Glossary of Terms for Resurfacing
http://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta_glossary.cfm
- FHWA's Accessibility Resource Library
<http://www.fhwa.dot.gov/accessibility/index.cfm>
- U.S. Access Board's Proposed Guidelines for Pedestrian Facilities in the Public Rights-of-way
[Public Rights-of-Way Accessibility Guidelines \(PROWAG\) Notice of Proposed Rule Making, July 26, 2011](http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards)
- Federal regulations containing ADA standards
<http://www.gpo.gov/fdsys/pkg/CFR-2012-title49-vol1/pdf/CFR-2012-title49-vol1-part37.pdf>
- U.S. Access Board's ADA standards
<http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards>
- Questions and Answers for ADA/Section 504
http://www.fhwa.dot.gov/civilrights/programs/ada_sect504qa.cfm

6.2 GLOSSARY OF TERMS

Accessible: Describes a site, building, facility, or portion thereof that, under the DOT, complies with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

Accessible Pedestrian Signal (APS): A communication device located at traffic signals allowing for pedestrian walk phases using non-visual cues such as, audible tones, vibrotactile features or auditory announcements.

Accessible Route: An unobstructed, continuous route for pedestrian travel along a public sidewalk, crosswalk or ramp.

ADA Accessibility Guidelines (ADAAG): Also known as the 2010 ADA Standards for Accessible Design, used by NDOT as a supplemental standard under Section 504 of the Rehabilitation Act, contains the scoping and technical requirements for accessibility to buildings and facility sites.

Alteration: A change to a facility within the public rights-of-way which may affect access, circulation or use. See Appendix 6.3 for further explanation and examples of alterations related to resurfacing and maintenance.

Blended Curb Transition: A curb ramp where the sidewalk is blended into or flush with the street.

Civil Rights Act of 1991: To amend the Civil Rights Act of 1964 to strengthen and improve Federal Civil Rights laws, to provide for damages in cases of intentional employment discrimination, to clarify provisions regarding disparate impact actions, and for other purposes.

Cross Slope: The slope that is perpendicular to the direction of travel. (See running slope)

Crosswalk: A marked path across a roadway providing guidance for pedestrians who are crossing roadways by defining and delineating paths on approaches to and within signalized intersections, and on approaches to other intersections where traffic stops. At non-intersection locations, crosswalk markings legally establish the crosswalk. (FHWA Manual on Uniform Traffic Control Devices 2009 Edition, Sect. 3B.18, p. 383)

Curb: A vertical or rolled transition from the roadway or gutter to the sidewalk or planting strip.

Curb Ramp: A short ramp cutting through a curb or built up to it.

Detectible Warning: A standardized surface feature built in or applied to a walking surface or other elements along a public access path to warn visually impaired persons of a hazard.

Driveway: A vehicular path serving as an access point to public roadway from adjacent properties.

Egress: A continuous and unobstructed way of exit travel from any point in a building or facility to a public way. A means of egress comprises vertical and horizontal travel which may include doorways, corridors or ramps.

Element: An architectural or mechanical component of a facility, space, site or public rights-of-way.

Facility: All or any portion of buildings, structures, site improvements, equipment, roads, walks, passageways, parking lots or other real or personal property located on a public rights-of-way.

Grade: The slope that is parallel to the direction of travel expressed as a ratio of rise to run, usually expressed in percent.

Locator Tone: A repeating audio cue which identifies the location of a pedestrian push button.

Manual on Uniform Traffic Control Devices (MUTCD): Issued by the Federal Highway Administration (FHWA) as a standard for designing, installing, and using traffic signs, road surface markings, and signals.

Parallel Curb Ramp: A system of two sloped ramps that run parallel to the curb line from a common lower landing which is approximately level with the street.

Pedestrian Access Route (PAR): Any walk or path intended for pedestrian movement or activity.

Perpendicular Curb Ramp: A curb ramp with a main slope running perpendicular to the curb line. May include one or more flared side slopes.

Public Rights-of-way (ROW or R/W): A type of easement granted or reserved over the land for transportation purposes, this can be for highway, public footpath, bike trails or electrical transmission lines.

Public Right of Way Accessibility Guidelines (PROWAG): Used by NDOT as its primary design standard for accessibility design within NDOT public right-of-way. Contains the scoping and technical requirements for accessibility to facilities for pedestrian circulation and use located in the public right-of-way.

Ramp: A sloped portion of walkway with a running slope greater than 1:20 or 5%.

Running Slope: The slope which is parallel to the direction of travel expressed as a ratio of rise to run, usually expressed in percent.

Sidewalk: The portion within the public rights-of-way which is improved for use by pedestrians.

Signage: Graphical information displayed as, symbols, emblems, words, tactile or pictorial information.

Street Furniture: Elements in the public rights-of-way which are intended for use by pedestrians such as benches, mailboxes, and other usable equipment.

Structurally Impracticable: Full compliance will be considered structurally impracticable only in those rare circumstances when the unique characteristics of the terrain prevent the incorporation of accessibility features. Any portion of a facility that can be made accessible shall be made accessible to the extent that it is not structurally impracticable. (See 28 CFR 35.151(a)(2))

Tactile: Describes an object which can be perceived using the sense of touch.

TTY (Tele-Typewriter): A device similar to a typewriter which has a small readout. Employs interactive text based communications through the transmission of coded signals across the standard telephone

network. Text telephones are also sometimes referred to as TTD (telecommunication devices for deaf persons) machines, however not common.

6.3 ALTERATIONS THROUGH RESURFACING



U.S. Department of Justice
Civil Rights Division
Disability Rights Section



U.S. Department of
Transportation
**Federal Highway
Administration**

Department of Justice/Department of Transportation Joint Technical Assistance¹ on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing

Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that persons with disabilities have access to the pedestrian routes in the public right of way. An important part of this requirement is the obligation whenever streets, roadways, or highways are ALTERED to provide curb ramps where street level pedestrian walkways cross curbs.² This requirement is intended to ensure the accessibility and usability of the pedestrian walkway for persons with disabilities.

An alteration is a change that affects or could affect the usability of all or part of a building or facility.³ Alterations of streets, roads, or highways include activities such as reconstruction, rehabilitation, RESURFACING, widening, and projects of similar scale and effect.⁴ Maintenance activities on streets, roads, or highways, such as filling potholes, are not alterations.

Without curb ramps, sidewalk travel in urban areas can be dangerous, difficult, or even impossible for people who use wheelchairs, scooters, and other mobility devices. Curb ramps allow people with mobility disabilities to gain access to the sidewalks and to pass through center islands in streets. Otherwise, these individuals are forced to travel in streets and roadways and are put in danger or are prevented from reaching their destination; some people with disabilities may simply choose not to take this risk and will not venture out of their homes or communities.

Because resurfacing of streets constitutes an alteration under the ADA, it triggers the obligation to provide curb ramps where pedestrian walkways intersect the resurfaced streets. See *Kinney v. Yerusalim*, 9 F 3d 1067 (3rd Cir. 1993). This obligation has been discussed in a variety of technical assistance materials published by the Department of Justice beginning in 1994.⁵ Over the past few years, state and local governments have sought further guidance on the scope of the alterations requirement with respect to the provision of curb ramps when streets, roads or highways are being resurfaced. These questions have arisen largely due to the development of a variety of road surface treatments other than traditional road resurfacing, which generally involved the addition of a new layer of asphalt. Public entities have asked the Department of Transportation and the Department of Justice to clarify whether particular road surface treatments fall within the ADA definition of alterations, or whether they should be considered maintenance that would not trigger the obligation to provide curb ramps. This Joint Technical Assistance addresses some of those questions.

Where must curb ramps be provided?

Generally, curb ramps are needed wherever a sidewalk or other pedestrian walkway crosses a curb. Curb ramps must be located to ensure a person with a mobility disability can travel from a sidewalk on one side of the street, over or through any curbs or traffic islands, to the sidewalk on the other side of the street. However, the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Nor are curb ramps required in the absence of a curb, elevation, or other barrier between the street and the walkway.

When is resurfacing considered to be an alteration?

Resurfacing is an alteration that triggers the requirement to add curb ramps if it involves work on a street or roadway spanning from one intersection to another, and includes overlays of additional material to the road surface, with or without milling. Examples include, but are not limited to the following treatments or their equivalents: addition of a new layer of asphalt, reconstruction, concrete pavement rehabilitation and reconstruction, open-graded surface course, micro-surfacing and thin lift overlays, cape seals, and in-place asphalt recycling.

What kinds of treatments constitute maintenance rather than an alteration?

Treatments that serve solely to seal and protect the road surface, improve friction, and control splash and spray are considered to be maintenance because they do not significantly affect the public's access to or usability of the road. Some examples of the types of treatments that would normally be considered maintenance are: painting or striping lanes, crack filling and sealing, surface sealing, chip seals, slurry seals, fog seals, scrub sealing, joint crack seals, joint repairs, dowel bar retrofit, spot high-friction treatments, diamond grinding, and pavement patching. In some cases, the combination of several maintenance treatments occurring at or near the same time may qualify as an alteration and would trigger the obligation to provide curb ramps.

What if a locality is not resurfacing an entire block, but is resurfacing a crosswalk by itself?

Crosswalks constitute distinct elements of the right-of-way intended to facilitate pedestrian traffic. Regardless of whether there is curb-to-curb resurfacing of the street or roadway in general, resurfacing of a crosswalk also requires the provision of curb ramps at that crosswalk.

¹ The Department of Justice is the federal agency with responsibility for issuing regulations implementing the requirements of title II of the ADA and for coordinating federal agency compliance activities with respect to those requirements. Title II applies to the programs and activities of state and local governmental entities. The Department of Justice and the Department of Transportation share responsibility for enforcing the requirements of title II of the ADA with respect to the public right of way, including streets, roads, and highways.

² See 28 CFR 35.151(i)(1) (Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway) and 35.151(i)(2) (Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways).

³ 28 CFR 35.151(b)(1).

⁴ 2010 ADA Accessibility Standards, section 106.5.

⁵ See 1994 Title II Technical Assistance Manual Supplement, Title II TA Guidance: The ADA and City Governments: Common Problems; and ADA Best Practices Tool Kit for State and Local Governments: Chapter 6, Curb Ramps and Pedestrian Crossings under Title II of the ADA, available at ada.gov.

July 8, 2013

Glossary of Terms for DOJ/DOT Joint Technical Assistance on the ADA Title II Requirements to Provide Curb Ramps When Streets Roads or Highways are Altered Through Resurfacing

This glossary is intended to help readers understand certain road treatments referenced on page 2 of the DOJ/FHWA Joint Technical Assistance on the ADA Title II Requirements to Provide Curb Ramps When Streets Roads or Highways are Altered Through Resurfacing. The definitions explain the meaning of these terms from an engineering perspective and are provided in the order in which they appear in the Technical Assistance document.

Treatments that are considered alterations of the road surface

Reconstruction – Reconstruction refers to removing all or a significant portion of the pavement material and replacing it with new or recycled materials. This may include full-depth reclamation, where the pavement surface is demolished in place and new pavement surface is applied. In addition, reconstruction may also include grinding up a portion of the pavement surface, recycling it and placing it back, and then adding a wearing surface, such as in cold in-place asphalt recycling. Reconstruction often includes widening or geometrical changes to the roadway profile.

Rehabilitation - Rehabilitation refers to significant repairs made to a road or highway surface, including activities such as full slab replacement, filling voids under slabs (slabjacking), widening, and adding additional structural capacity.

Open-graded surface course – Open-graded surface course, also known as “open-graded friction course,” involves a pavement surface course that consists of a high-void, asphalt concrete mix that permits rapid drainage of rainwater through the course and off the shoulder of the road. The mixture consists of either Polymer-modified or rubber-modified asphalt binder, a large percentage of one-sized coarse aggregate, and a small amount of fibers. This treatment prevents tires from hydroplaning and provides a skid-resistant pavement surface with significant noise reduction.

Microsurfacing – Microsurfacing involves spreading a properly proportioned mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, on a paved surface. Microsurfacing differs from slurry seal in that it can be used on high volume roadways to correct wheel path rutting and provide a skid resistant pavement surface.

Thin lift overlays – Thin lift overlays are thin applications of mixtures of hot mix asphalt. Thin lift overlays may also require some milling along curbs, manholes, existing curb cuts, or other road structures to assure proper drainage and cross slopes.

Cape seal – A cape seal is a thin surface treatment constructed by applying a slurry seal or microsurfacing to a newly constructed chip seal. It is designed to be an integrated system where the primary purpose of the slurry is to fill voids in the chip seal.

In-place asphalt recycling - In-place asphalt recycling is a process of heating and removing around 1-2 inches of existing asphalt and remixing the asphalt with the addition of a binder additive and possible aggregate to restore the wearing surface for placement and compaction. All of this is performed in a train of equipment.

Treatments that are considered maintenance of the road surface

Crack filling and sealing – Crack filling and sealing involves placing elastomeric material directly into cracks in pavement.

Surface sealing - Surface sealing involves applying liquid sealant to pavement surface in order to stop water penetration and/or reduce oxidation of asphalt products. Sand is sometimes spread over liquid to absorb excess material.

Chip seals – Chip Seals involve placing graded stone (chips) on liquid emulsified asphalt sprayed on pavement surface. The surface is rolled to enable seating of chips.

Slurry seal – Slurry seals involve spraying a mixture of slow setting emulsified asphalt, well graded fine aggregate, mineral filler, and water on the pavement surface. It is used to fill cracks and seal areas of old pavements, to restore a uniform surface texture, to seal the surface to prevent moisture and air intrusion into the pavement, and to improve skid resistance.

Fog seals – Fog seals are a type of surface sealing.

Scrub sealing – Scrub sealing is type of surface sealing

Joint crack seals – Joint crack seals are usually associated with concrete pavement. This work consists of routing and cleaning existing cracks and joints and resealing to prevent water and non-compressibles from entering into the pavement joints and subgrade materials.

Joint repairs – Joint repairs are usually associated with concrete pavement. This work consists of selectively repairing portions of the pavement where the slabs are generally in good condition, but corners or joints are broken. The depth of the patch could be full depth or partial depth.

Dowel retrofit – Dowel retrofits are usually associated with concrete pavement. This work involves the installation of dowel bars connecting slabs in existing pavements. Pavement with dowel bar retrofits can have life extensions of as much as 20 years. Its application is almost exclusively on high-speed Interstate highways.

Spot high-friction treatments – Spot high-friction treatments involve using epoxy based resin liquids as a binder for an aggregate with high-friction properties. These are used in locations where drivers are frequently braking and the pavement surface has less resistance to slipping.

Diamond grinding – Diamond grinding involves using a gang saw to cut grooves in the pavement surface to restore smoothness and eliminate any joint faulting.

Pavement patching – Pavement patching involves selectively repairing portions of the pavement where the slabs are generally in good condition, but corners or joints are broken. The depth of the patch could be full depth or partial depth.

July 8, 2013

6.4 NOTICE TO THE PUBLIC



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
(NDOT)

ADA NOTICE TO THE PUBLIC



In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), NDOT will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: NDOT does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: NDOT will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in NDOT's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: NDOT will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in NDOT offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of NDOT, should contact the office of External Civil Rights – ADA, NDOT ADA Coordinator at 775-888-7215 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the NDOT to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of NDOT is not accessible to persons with disabilities should be directed to:

Office of External Civil Rights – ADA

NDOT ADA/504 Coordinator

775-888-7215

ADAProgram@dot.state.nv.us

NDOT will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

6.5 COMPLAINT FORM

See Cityofelko.com to report an issue.

6.6 ADA FEATURE INVENTORY

See Street Inventory

6.7 ADA 5 YEAR PLAN OF PROJECTS

See annual Street Inventory and Work Program

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and approval of the 2019 City of Elko Land Inventory update, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **City of Elko Land Inventory spreadsheet is to be updated when necessary. Planning Commission reviewed the modifications at their February 5, 2019 meeting and recommended to City Council to approve the updated land inventory. 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: **Spreadsheet, Planning Commission Action Report**
9. Recommended Motion: **Approve the updated 2019 City of Elko Land Inventory**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution:



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of February 5, 2019

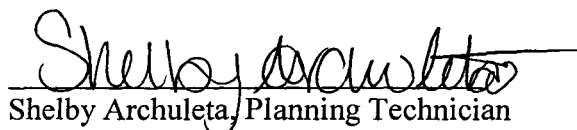
WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on February 5, 2019 per City Code Section 3-4-20 A. 2.:

The 2019 City of Elko land inventory update.

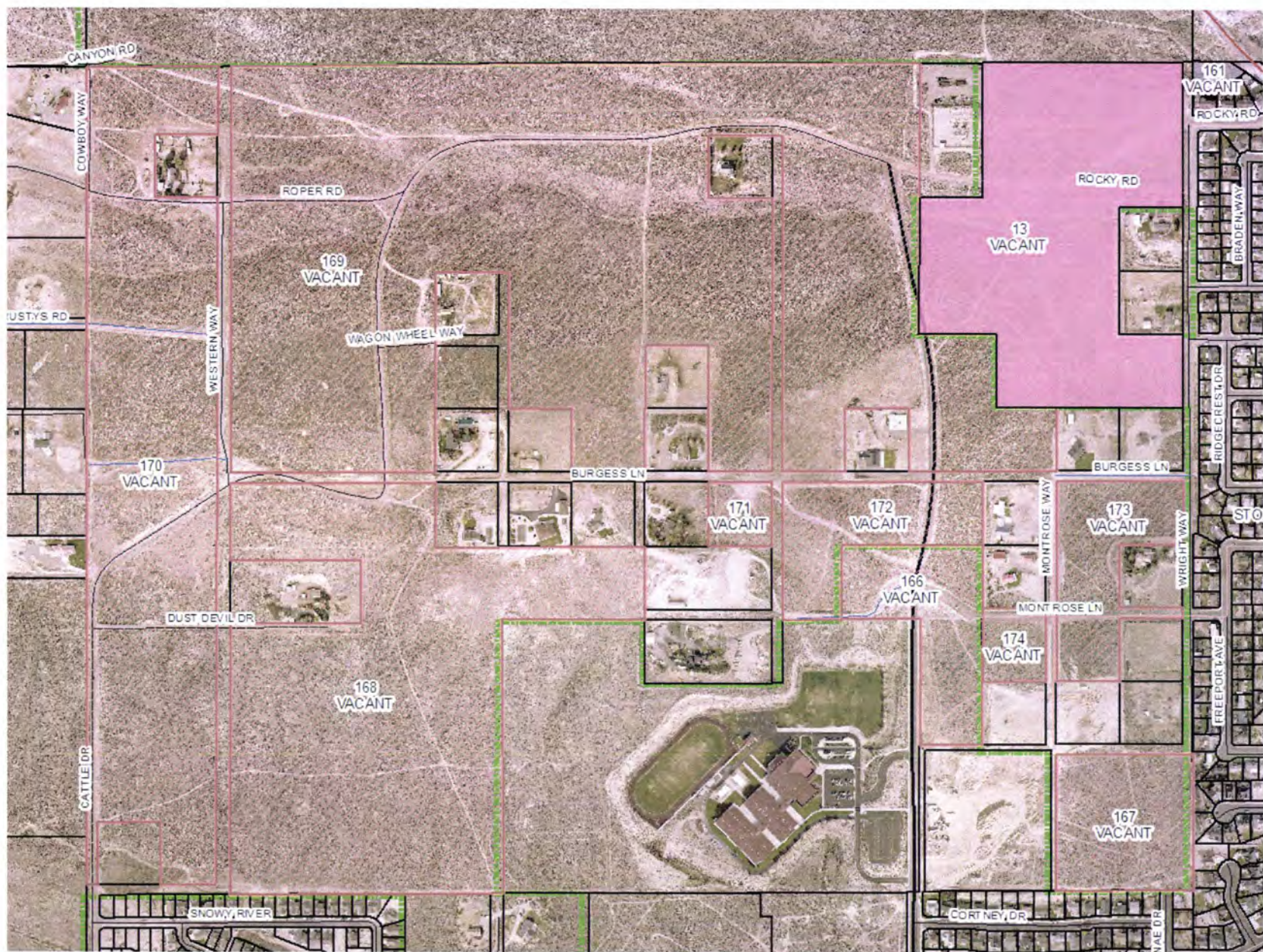
WHEREAS, the Planning Commission, upon review and consideration of the application, supporting data, public input and testimony, forward a recommendation to City Council to approve an update to the City Land Inventory.

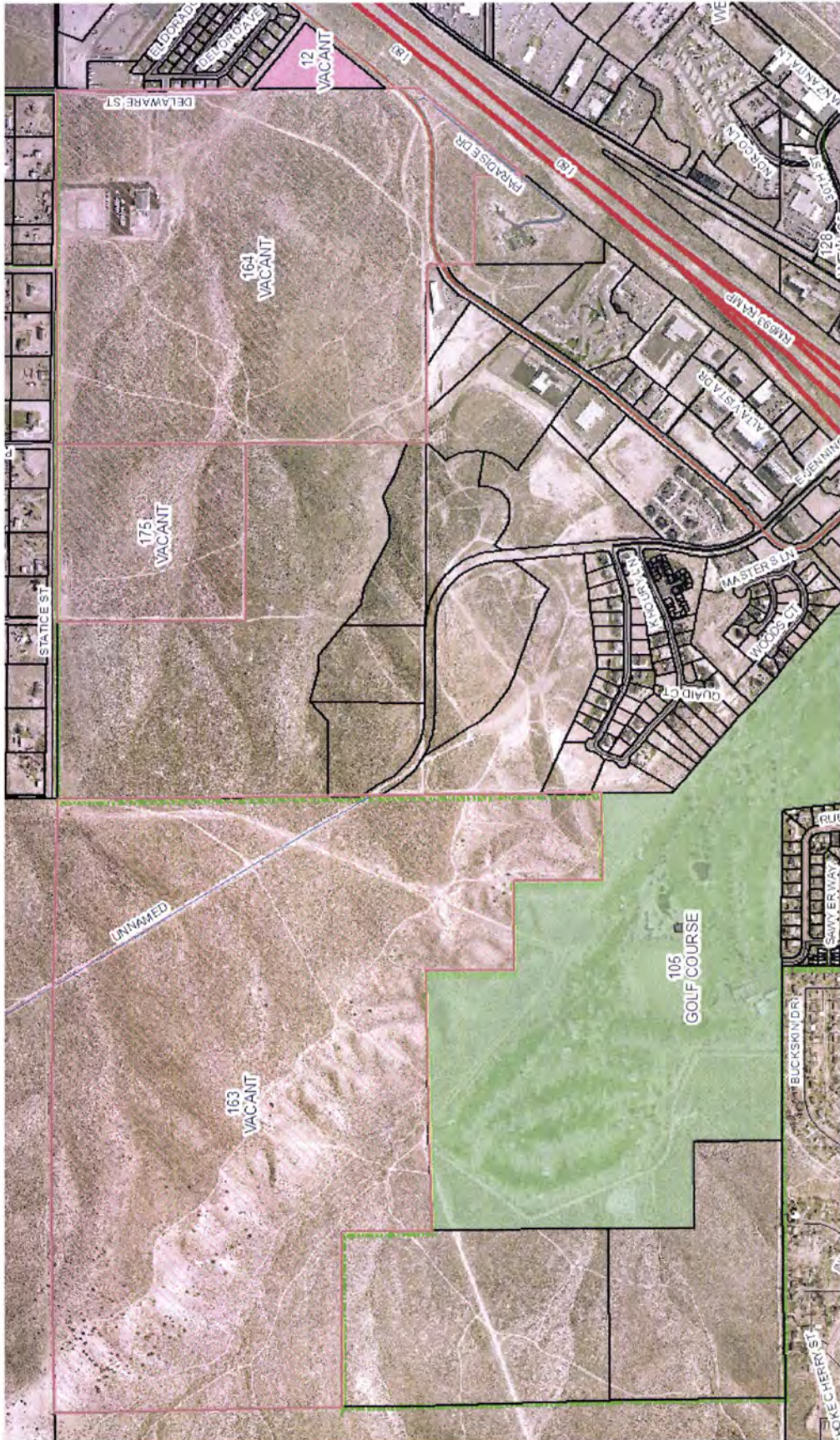

Cathy Laughlin, City Planner

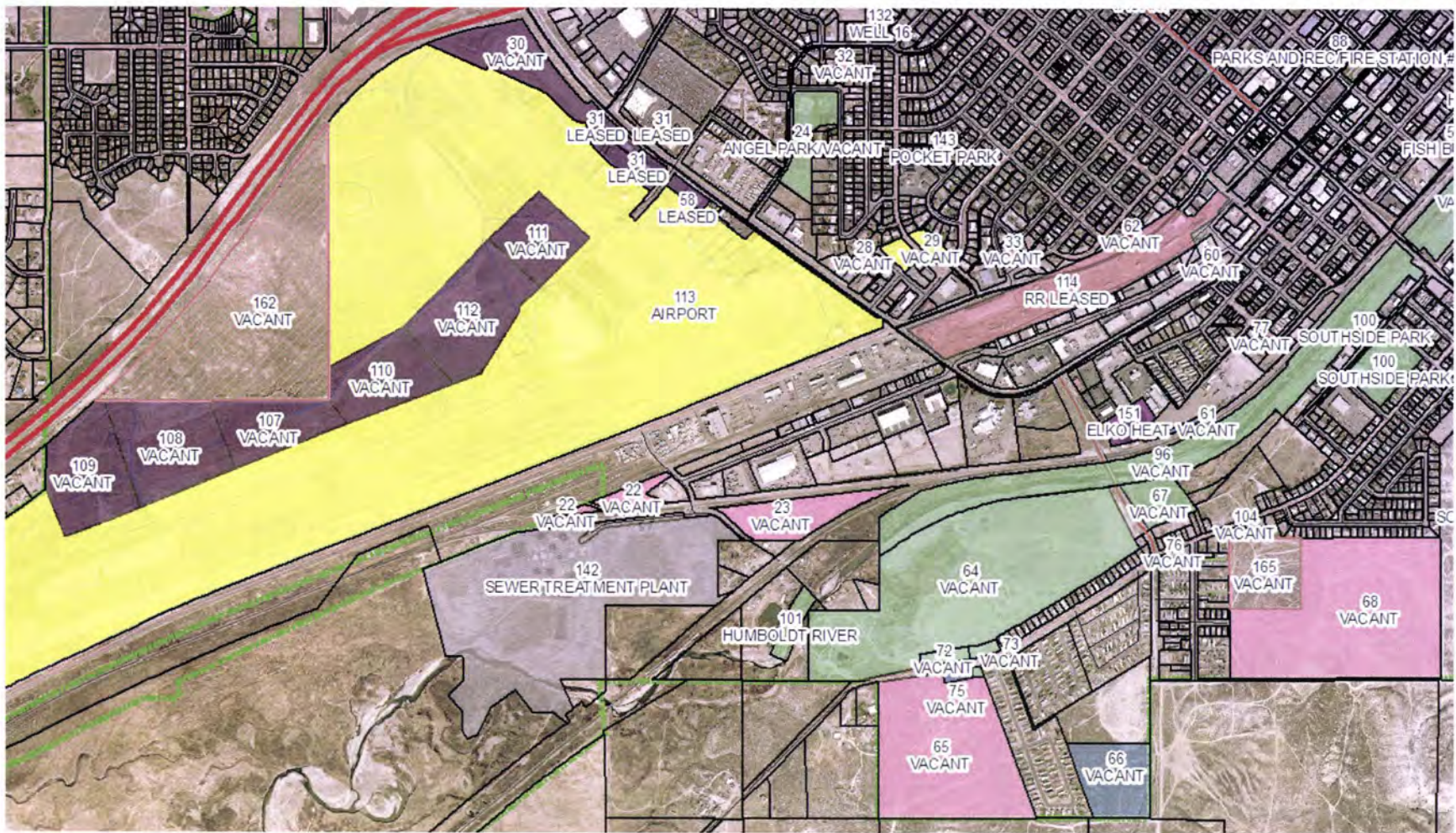
Attest:


Shelby Archuleta, Planning Technician

CC: Kelly Wooldridge, City Clerk







2019 City Land Inventory Update

PROP_REF_NO	PROPERTY_LOCATION	APN	PROP_SIZE	ZONING	MASTER_PLAN_DESIGNATION	CURRENT_USE	PROPERTY_DETERMINATION	NOTES
1	N 5TH STREET	001-610-094	3.38	AG	RES-MD	VACANT	SELL	RETAIN AN EASMENT FOR WATER LINE
2	N 5TH STREET	001-610-095	2.5	AG	RED-MD	VACANT	SELL	
3	N OF MITTRY AND SPRUCE	001-610-103	84.076	AG	PARKS	VACANT	PARKS	OPEN SPACE,
4	500 FT NORTH OF MITTRY	001-610-104	41.887	AG	RES-MD	VACANT	SELL / RETAIN A PORTION	RESIDENTIAL / FUTURE CEMETERY
5	N OF COPPER ST, 500 FT W OF 5TH ST	001-610-092	3.8	PQP	RES-MD	STORMWATER CHANNEL/DETENTION	UTILITIES	
6	S OF CHRIS AVE, 180 FT SW OF N 5TH ST	002-610-074	19.24	PQP	PUBLIC	STORMWATER DETENTION	UTILITIES	
7	SE OF RUBY VISTA AND COLLEGE PKWY	001-620-059	1.16	PQP	PUBLIC	CADV	LEASED	CADV
8	RUBY VISTA DR, 550 FT E OF COLLEGE PKWY	001-620-060	1.3	PQP	PUBLIC	VACANT	LEASED	AMERICAN LEGION
9	S OF RUBY VISTA	001-620-021	1.69	PQP	PUBLIC	VACANT	RETAIN	
10	S OF RUBY VISTA	001-620-015	1.02	PQP	PUBLIC	VACANT	RETAIN	
11	NW OF RUBY VISTA DR	001-530-024	3.25	PQP	RES-MD	SENIOR CENTER	LEASED	SENIOR CENTER
12	W OF DELAWARE	001-860-106	5.65	AG	PUBLIC	VACANT	RETAIN-SELL	FOR SALE
13	ROCKY ROAD	001-01A-012	38.08	AG	RES-MD	VACANT	PARKS SELL	CEMETERY
14	S OF RUBY VISTA	001-620-061	1.24	PQP	PUBLIC	VACANT	RETAIN	
15	S OF RUBY VISTA	001-620-029	1.44	PQP	PUBLIC	VACANT	RETAIN	
16	S OF RUBY VISTA	001-530-022	0.355	PQP	GI	VACANT	RETAIN	PUBLIC USE
17	SEC 17 T 35N R 55E	006-100-030	800	ELKO COUNTY	RES-LOW	VACANT	SELL	AVAILABLE FOR SALE OR EXCHANGE
18	N OF W. IDAHO ST	006-09G-027	8.69	ELKO COUNTY LI	IBP	VACANT	AIRPORT	RETAIN FOR AIRPORT EXPANSION
19	W IDAHO ST	006-09G-031	2.55	ELKO COUNTY LI/COM	IBP	LEASED	LEASED	FUTURE AIRPORT EXPANSION
20	W IDAHO ST	006-09G-030	2.96	ELKO COUNTY LI/COM	IBP	LEASED	LEASED	FUTURE AIRPORT EXPANSION
21	W IDAHO ST	006-09G-012	13	ELKO COUNTY AG RES/COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
22	W OF HOT SPRINGS RD	001-671-001	0.45	LI	IBP	VACANT	SELL	ACCESS IS ACROSS RAILROAD SPUR
22	W OF HOT SPRINGS ROAD	001-673-003	2.61	LI	IBP	VACANT	SELL	SELL WITH 001-671-001
23	398 HOT SPRINGS ROAD	001-677-001	9.34	LI	IBP	VACANT	SELL	
24	W SAGE ST	001-660-003	7.29	PQP	PARKS OPEN SPACE	ANGEL PARK/VACANT	PARKS	
26	WATER ST	001-411-006	0.378	PQP	MIXED USE DOWNTOWN	PEDESTRIAN BRIDGE	CITY FACILITY	MAINTAIN FOR PEDESTRIAN BRIDGE
27	5551 MANZANITA LN	001-860-071	2.29	AG	GI	WELL 38	UTILITIES	RETAIN FOR UTILITIES, PUBLIC WORKS, FREEWAY ON/OFF
28	HIGHLAND DR	001-132-001	1.64	RES	MD-RES	VACANT	AIRPORT	RUNWAY PROTECTION ZONE
29	N OF HIGHLAND DR	001-142-006	1.495	RES	MD-RES	VACANT	AIRPORT	RUNWAY PROTECTION ZONE
30	MTN CITY HGWY	001-660-105	12.21	PLANNED COMMERCIAL	HIGHWAY COMMERCIAL	VACANT	AIRPORT LEASE	LEASED
31	MTN CITY HGWY & THOMAS GALLAGHER WY	000-660-126	1.373	PC	PC	LEASED	AIRPORT LEASE	ASPEN PLAZA
31	1657 MTN CITY HGWY	001-660-125	0.882	PC	PC	LEASED	AIRPORT LEASE	ASPEN PLAZA
31	1655 MTN CITY HGWY	001-660-124	3	PC	PC	LEASED	AIRPORT LEASE	ASPEN PLAZA
32	W SAGE ST	001-640-033	0.78	RES	MD-RES	VACANT	SELL	
33	W OAK STREET	001-152-002	0.59	RES	MD-RES	VACANT	SELL	PROCEEDS OF SALE GO TO HARP
34	W IDAHO ST	006-09G-009	5	ELKO COUNTY COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
35	W IDAHO STREET	006-09G-005	2.7	ELKO COUNTY COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
36	W IDAHO ST	006-09G-008	1.59	ELKO COUNTY COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
38	LAUREL DR	001-660-103	0.16	RES	MD-RES	VACANT	UTILITIES	DRAINAGE EASEMENT
40	WALNUT	001-026-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
41	SAGE ST	001-026-007	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
42	SAGE ST	001-061-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
43	ELM ST	001-061-007	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
44	ELM ST	001-064-004	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
45	MAPLE ST	001-064-007	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
46	8TH ST	001-066-005	0.092	RES	RES-MD	VACANT	SELL	
47	8TH ST	001-066-012	0.034	RES	RES-MD	VACANT	SELL	
48	MAPLE ST	001-067-003	0.057	RES	RES-MD	VACANT	RETAIN	POSSIBLE HORNBAGER LEASE
49	ASH ST	001-067-007	0.057	RES	RES-MD	VACANT	RETAIN	
50	ASH ST	001-103-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
51	FIR ST	001-103-006	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
52	FIR ST	001-106-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
53	CEDAR ST	001-106-005	0.057	RES	RS-MD	VACANT	RETAIN	STORM DRAIN
54	WATER STREET	001-411-004	0.93	GI	MIXED USE DOWNTOWN	FISH BUILDING	LEASED	
55	1060 DOUGLAS ST	001-413-002	0.12	GI	GI	VACANT	CITY FACILITY	RETAIN FOR CITY SHOPS/STORAGE
56	W OF GOLF COURSE ROAD	001-620-018	0.7	PQP	PUBLIC	LDS STORAGE	LEASED	COUNTY ASSESSOR SHOWS THIS AS 3.46 ACRES
57	SHARPS ACCESS	001-630-019	0.89	PQP	PUBLIC	SHARPS ACCESS ROW	DEDICATE AS ROW	
58	1415 MTN CITY HGWY	001-660-032	1.38	C	GC	LEASED	AIRPORT LEASE	SHELL GAS STATION
59	IDAHO ST AND MANZANITA LN	001-601-016	0.03	COM	GC	VACANT	RETAIN	
60	MAIN ST	001-691-009	0.07	LI	COM	VACANT	SELL	SELL AS REMNANT TO ADJACENT PROPERTY OWNER
61	S OF SILVER STREET	001-710-044	0.69	GI	IBP	VACANT	RETAIN	LANDLOCKED, DISPOSABLE TO GEOTHERMAL USERS
62	IDAHO ST	001-214-014	0.27	COM	MD-RES	VACANT	RETAIN	SLOPE EASEMENT

2019 City Land Inventory Update

PROP_REF_NO	PROPERTY_LOCATION	APN	PROP_SIZE	ZONING	MASTER_PLAN_DESIGNATION	CURRENT_USE	PROPERTY_DETERMINATION	NOTES
63	W IDAHO ST	001-214-010	0.07	RES	MD-RES	VACANT	SELL	AVAILABLE FOR SALE/LANDLOCKED/SELL AS REMNANT
64	ERRECART	001-690-001	69.7	PQP	PQP	VACANT	PARKS	IDENTIFIED FOR SPORTS COMPLEX
65	BULLION ROAD	001-690-001	38.7	RES	MD-RES	VACANT	SELL	
66	BULLION ROAD	001-690-001	11.1	PQP	MD-RES	VACANT	RETAIN	POSSIBLE EXCHANGE WITH SCHOOL DISTRICT
67	ERRECART	001-690-001	4.4	PQP	PQP	VACANT	PARKS	
68	VICTORIA STREET	001-710-055	50	AG	MD-RES	VACANT	SELL	EXCHANGE
69	WASHINGTON AVE	001-730-004	11.76	AG	MD-RES	SOUTHSIDE DAM	UTILITIES	
70	ERRECART BLVD	001-770-003	45.78	PC	IBP	VACANT	SELL	
72	BULLION ROAD	001-690-018	1.27	RMH	MD-RES	VACANT	PARKS	USE FOR PARK ACCESS
73	BULLION ROAD	001-690-019	0.83	RMH	MD-RES	VACANT	PARKS	
74	BULLION ROAD	001-690-020	0.62	RES	MD-RES	VACANT	PARKS	
75	BULLION ROAD	001-690-021	0.228	RES	MD-RES	VACANT	RETAIN	
76	BULLION ROAD	001-700-040	0.039	RMH	MD-RES	VACANT	DEDICATE AS ROW	
77	S OF DOUGLAS ST	001-710-023	0.059	GI	MIXED USE DOWNTOWN	VACANT	RETAIN	
78	STITZEL ROAD	001-920-064	0.147	RES	MD-RES	VACANT	PARKS	
79	STITZEL	001-925-035	0.147	RES	MD-RES	VACANT	PARKS	
80	PINION RD	001-927-002	163.63	AG	PQP	LANDFILL/VACANT	LANDFILL	
81	SEC 6 T 33N R55E	006-080-013	186.82	ELKO COUNTY	UNKNOWN	VACANT	RETAIN, WRF	
82	SEC 32 T 34N R 55E	006-090-014	591.17	ELKO COUNTY	PUBLIC	WRF PERC PONDS	UTILITIES	
83	POWDERHOUSE ROAD	006-09E-019	25.13	ELKO COUNTY	RES-HD	LAMOILLE WATER TANK	UTILITIES	EX TANK AND FUTURE EXPANSION
86	SEC 18	001-995-001	634	AG	RES-MD	VACANT	PURCHASE	RESIDENTIAL DEVELOPMENT
87	STATICE ST	006-10C-002	112	ELKO COUNTY	IBP, PUBLIC	VACANT	PURCHASE:INDUSTRIAL DEVELOPMENT	PURCHASE FROM STATE
88	725 RAILROAD ST	001-275-007	0.23	C	MIXED USE DOWNTOWN	PARKS AND REC/FIRE STATION #2	CITY FACILITY	
89	9TH STREET	001-185-002	0.18	PQP	PQP	CEMETERY	PARKS	PORTION OF MASONS AND ODDFELLOWS CEMETERY
90	12TH STREET	001-293-001	0.12	C	COMM- GEN	12TH STREET TURN LANE	DEDICATE AS ROW	
91	1751 COLLEGE AVE	001-560-051	3	PQP	PQP	CITY HALL	CITY FACILITY	
92	1401 COLLEGE AVE	001-200-002	1.34	R	PQP	OLD ELKO POLICE DEPARTMENT	CITY FACILITY	
93	MANZANITA	001-560-040	0.5	C	COMM-GEN	LEASED TO CAL-RANCH	LEASED	LEASED BY WATER DEPT
94	MANZANITA	001-560-040	1.36	C	COMM-GEN	WELL/LAYDOWN YARD	UTILITIES	
95	IDAHO STREET	001-860-001	0.498	LI	IND-GEN	WELL 33	UTILITIES	CONSTRUCTION WATERWELL
96	FRONT STREET	001-01R-001	38.1	PQP	PARKS	HUMBOLDT RIVER	PARKS	
97	12TH STREET	001-630-021	2.16	PQP	PARKS	HUMBOLDT RIVER	PARKS	
98	12TH STREET	001-630-063	0.2	R	RES-HD	ACCESS EASEMENT	RETAIN	RIVER VIEW DRIVE
99	WALNUT	001-024-001	0.023	RES	RES-MD	VACANT	SELL	
100	FRONT STREET	001-710-024	6.77	PQP	PARKS	SOUTHSIDE PARK	PARKS	
101	HUMBOLDT RIVER	001-680-007	2.53	GI	PARKS	HUMBOLDT RIVER	PARKS	
102	875 S. 5TH ST	001-472-014	0.308	C	RES - MD	LEE ENGINE	CITY FACILITY	
103	WASHINGTON AVE	001-730-003	2	AG	PUBLIC	WATER TANK	UTILITIES	
104	301 BULLION RD	001-700-013	0.001	RMH	RES - MD	VACANT	SELL	SELL AS REMNANT
105	RUBY VIEW GOLF COURSE	001-530-001	221	PQP	PARKS	GOLF COURSE	PARKS	
106	SILVER STREET		67.2	C / GI	LI/GI	VACANT/RR LEASE	PURCHASE	
107	AIRPORT	001-660-106	12	PQP	PUBLIC	VACANT	AIRPORT LEASE	
108	AIRPORT	001-660-106	19.7	PQP	PUBLIC	VACANT	AIRPORT LEASE	
109	AIRPORT	001-660-106	16.9	PQP	PUBLIC	VACANT	AIRPORT LEASE	
110	AIRPORT	001-660-106	3.25	PQP	IND- BS PARK	VACANT	AIRPORT LEASE	
111	AIRPORT	001-660-106	13.8	PQP	IND- BS PARK	VACANT	AIRPORT LEASE	
112	AIRPORT	001-660-106	9.9	PQP	IND- BS PARK	VACANT	AIRPORT LEASE	
113	AIRPORT	001-660-106	479	PC/C/PQP	PQP	AIRPORT	AIRPORT	
114	IDAHO STREET		27.48	C / LI	COMM-GEN	RR LEASED	PURCHASE	
115	SAGECREST DRIVE	001-01F-086	1.04	R	RES-MD	STORM DRAIN DETENTION	UTILITIES	
116	MITTRY AVE	001-620-035	2.39		RES-MD	MITTRY AVE	DEDICATE AS ROW	
117	N 5TH ST	001-610-036	2.47	AG		N 5TH ST	DEDICATE AS ROW	
118	RUBY VISTA DR	001-620-015	0.36	PQP	RES-HD	RUBY VISTA	DEDICATE AS ROW	A PORTION OF 001-620-015
119	FLAGVIEW DRIVE		2.4	PQP	PQP	FLAGPOLE LOCATION	PARKS	BALL FIELDS PARCEL 001-620-017 AND ALL OF 001-530-001
120	FAIRGROUNDS ROAD	001-620-014	35	PQP	PUBLIC	FAIRGROUNDS	LEASED	
121	GOLF COURSE ROAD	001-620-017	26.5	PQP	PARKS - OS	KUMP/WORNECK FIELDS	PARKS	
122	IDAHO STREET	001-560-001	21.2	PQP	PARKS - OS	MAIN CITY PARK	PARKS	
123	COUNTRY CLUB DRIVE	001-560-001	12.2	PQP	PARKS - OS	JOHNNY APPLESEED PARK	PARKS	
124	HAWTHORNE DR	001-61F-029	0.63	RES	RES-MD	STORM WATER DETENTION	UTILITIES	100 YR DETENTION AREA
125	N OF INDUSTRIAL		0.006			WELL 24	UTILITIES	PORTION OF 006-090-021
126	3695 MANZANITA LANE	001-860-080	0.115	LI	IND- GEN	WELL 37	UTILITIES	
126	MTN CITY HWY		0.06	PQP	PUBLIC	WELL 30	UTILITIES	PORTION OF 001-660-106

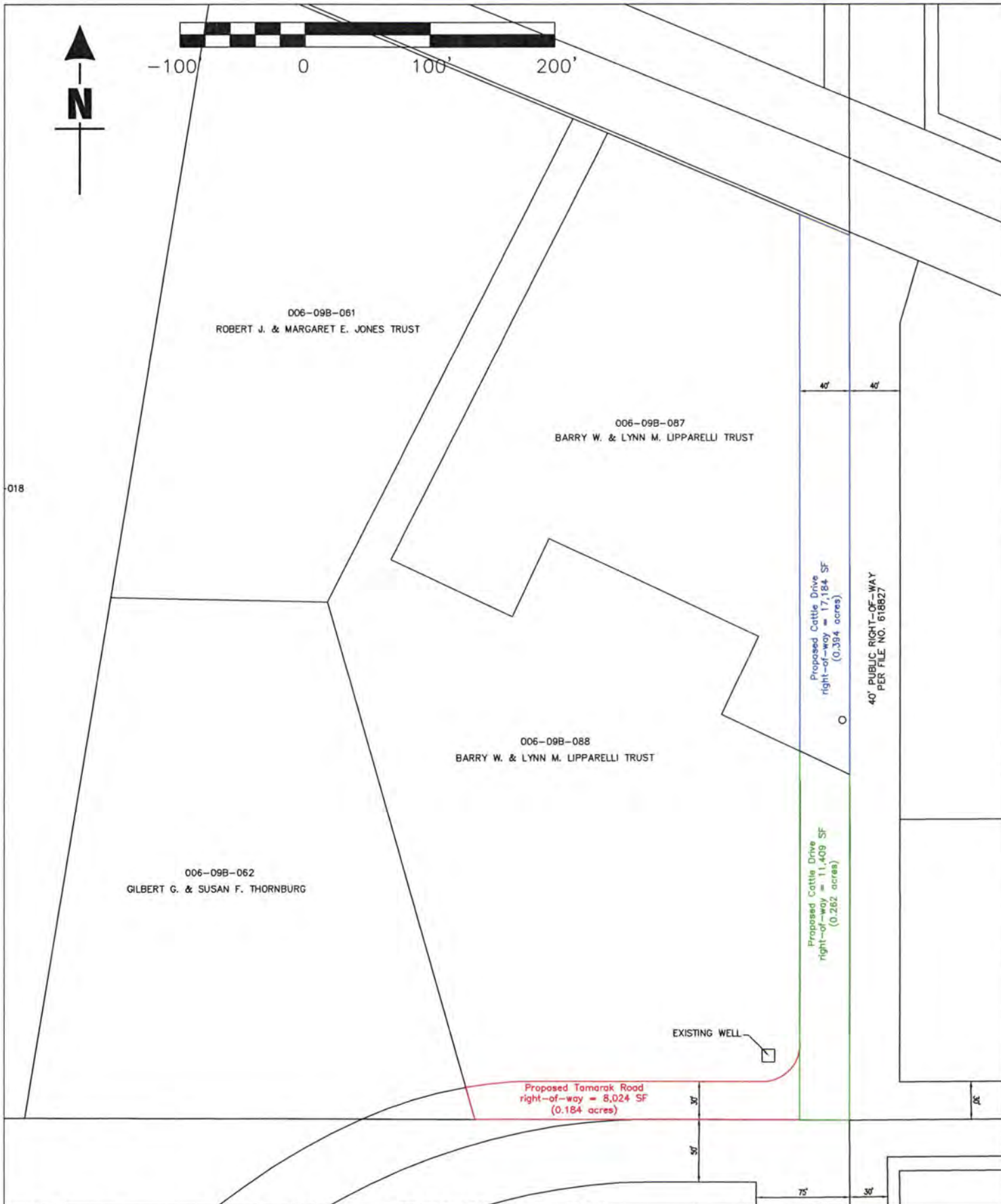
2019 City Land Inventory Update

PROP_REF_NO	PROPERTY_LOCATION	APN	PROP_SIZE	ZONING	MASTER_PLAN_DESIGNATION	CURRENT_USE	PROPERTY_DETERMINATION	NOTES
127	IDAHO ST	001-590-008	0.24	C	COMM- GEN	WELL 12	UTILITIES	
128	30TH ST	001-560-081	0.014	C	COMM- GEN	WELL 25	UTILITIES	ON WILSON BATES PROPERTY
129	WALNUT & 7TH	001-028-001	0.028	R	RES-MD	WELL 18	UTILITIES	
130	IDAHO ST	001-601-012	0.12	C	COMM- GEN	WELL 13	UTILITIES	ON WENDY'S PROPERTY
131	1771 IDAHO ST	001-560-086	0.013	C		WELL 14	UTILITIES	
132	SEWELL	001-013-018	0.071	R	RES-MD	WELL 16	UTILITIES	
133	E OF RAPTOR ST	001-610-074	0.096	PQP	PUBLIC	WELL 15	UTILITIES	
134	IDAHO ST, CHRIS SHERRIN	001-560-001	0.103	PQP	PARKS	WELL 10-A	UTILITIES	
135	4745 MANZANITA	001-860-001	0.264	LI	IND-GEN	WELL 31	UTILITIES	
136	5231 MANZANITA LN	001-860-012	0.23	LI	IND-GEN	WELL 27	UTILITIES	
137	RUBY VISTA DR AND STATICE ST	001-860-065	0.63	IBP	IND- BS PARK	WELL 36	UTILITIES	
138	GOLF COURSE	001-530-001	0.064	AG	PARKS	WELL 20	RETAIN	
140	1535 INDIAN VIEW HEIGHTS DRIVE	001-530-025	2.84	PQP	PUBLIC	VACANT	UTILITIES	WATER TANKS
141	EXIT 298	001-679-007	0.75	LI	IND- BS PARK	UTILITY	RETAIN	FUTURE WELL SITE
142	STP ROAD	001-670-003	77	GI	PQP	SEWER TREATMENT PLANT	UTILITIES	TREATMENT PLANT AND EXPANSION AREA
143	ALLEY BETWEEN ASH AND FIR	001-082-024	0.3	PQP	RES-MD	POCKET PARK	PARKS	
144	MOUNATIN VIEW PARK	001-610-075	24.56	PQP	PARKS - OS	PARKS	PARKS/ SELL A PORTION	SELL APPROX. 5,000 SQ. FT. AT ENTRY
145	PEACE PARK	001-620-069	8.6	PQP	PARKS -OS	PARKS	PARKS	
146	1090 DOUGLAS ST	001-413-003	0.24	GI	IND-GEN	WATER SHOP	CITY FACILITY	
147	10TH STREET	001-412-001	0.48	GI	IND-GEN	STREET DEPARTMENT	CITY FACILITY	
148	203 10TH ST	001-413-001	0.35	GI	IND-GEN	STREET DEPARTMENT	CITY FACILITY	
149	975 WATER ST	001-412-003	0.36	GI	IND-GEN	FLEET DEPARTMENT	CITY FACILITY	
150	1005 WATER ST	001-413-004	0.7	GI	IND-GEN	FACILITIES	CITY FACILITY	
151	ERRECART BLVD	001-380-006	3	PQP	IND-BS-PARK	ELKO HEAT	LEASED	LEASE TO ELKO HEAT
152	IDAHO ST	006-320-037	1.033		IND-GEN	WELL 1-96	UTILITIES	
154	HUMBOLDT RIVER -5TH TO 370' E. OF LYON	001-01R-001	12.6	PQP	PARKS-OS	HUMBOLDT RIVER	PARKS	
155	CEDAR STREET	001-620-000	11.47	PQP	PUBLIC	CEMETERY	RETAIN	CITY OF ELKO CEMETERY
156	CEDAR STREET	001-185-001	3.61	PQP	PUBLIC	CEMETERY	RETAIN	MASONS AND ODDFELLOWS CEMETERY
157	1448 SILVER STREET	001-630-086	3.066	LI	IND- GEN	POLICE DEPARTMENT	CITY FACILITY	POLICE DEPARTMENT
158	OWL RD	001-926-110	0.304	RMH	RES-MD	VACANT	RETAIN	CEDAR ESTATES STORM DRAINAGE
159	1755 5TH STREET PARK	001-620-023	2.32	PQP	PARKS -OS	PARKS	PARKS	
160	1701 5TH STREET	001-620-001	0.9	PQP	PARKS - OS	VACANT	IN PROCESS OF PURCHASING	FUTURE PARKING FOR 5TH STREET PARK
161	200 WEST RIVER	001-381-010	0.133	GI	IND-GEN	VACANT	RETAIN	EASEMENT TO TOWER AND SEWER
162	SOUTH OF I-80 NORTH OF AIRPORT RUNWAY	001-660-009	60.19	PQP	IND-BS-PARK	VACANT	CITY PURCHASE	AIRPORT MASTER PLAN DESIGNATION
163	NORTH OF GOLF COURSE - JENNINGS WAY EXTENSION	006-090-900	295	ELKO COUNTY	RES-MED	VACANT	CITY PURCHASE	
164	BUS BARN FACILITY	001-562-002	179.96	PQP	PUBLIC	ECSD BUS BARN	CITY PURCHASE	
165	SECTION 22 BLM PARCEL SOUTH OF BULLION	001-710-007	10	AG	RES- MED	VACANT	CITY PURCHASE	
166	JENNINGS WAY BY ADOBE MIDDLE SCHOOL	001-01A-016	10.97	PQP	RES-MED	VACANT	CITY PURCHASE	
167	BLM PROPERTY EAST OF HUMBOLT HILLS SUBDIVISION	006-090-900	10	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
168	SECTION 8 BLM LAND	006-090-900	51.9	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
169	SECTION 8 BLM LAND	006-090-900	135	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
170	SECTION 8 BLM LAND	006-090-900	49.3	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
171	SECTION 8 BLM LAND	006-090-900	2	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
172	SECTION 8 BLM LAND	006-090-900	9	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
173	BLM LAND MONTROSE LANE	006-090-900	9.7	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
174	SECTION 8 BLM LAND	006-090-900	2	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
175	PARCEL ADJACENT TO BUS BARN FACILITY	001-562-003	43.74	AG	RES-MD	VACANT	CITY PURCHASE	

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of authorization for Staff to initiate the acquisition of .841 acres of real property from Barry W. and Lynn M. Lipparelli Trust for the amount of \$38,500, the appraised value of the property stated in the appraisal of Jason Buckholz of CRBE Inc., for the creation of the Cattle Drive and Tamarak Road Rights-of-Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **City Staff supports the acquisition of a portion of APN 006-09B-087 and 006-09B-088 for the creation of the Cattle Drive and Tamarak Road Rights-of-Way. SAW**
6. Budget Information:

Appropriation Required: \$38,500.00
Budget amount available: \$50,000.00
Fund name: General Fund – Development Department
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Display map, Appraisal**
9. Recommended Motion: **Authorize Staff to proceed with the Barry W. and Lynn M. Lipparelli Trust property acquisition for the appraised value of \$38,500 for the creation of the Cattle Drive and Tamarak Road Rights-of-Way.**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Barry and Lynn Lipparelli
207 Mountain City Hwy. Unit 6
Elko, NV 89801**



RESTRICTED APPRAISAL REPORT

ELKO RESIDENTIAL LAND
1725 Cuthbertson Road (Portion of)
Elko, Elko County, Nevada 89801
CBRE, Inc. File No. 16-271PH-1265

Chris Johnson
Mayor
CITY OF ELKO
1751 College Avenue
Elko, Nevada 89801

www.cbre.com/valuation

CBRE



6900 S. McCarran Blvd, Suite 3000
Reno, NV 89509
T (775) 356-6118
F (775) 356-6181
www.cbre.com

July 21, 2016

Chris Johnson
Mayor
CITY OF ELKO
1751 College Avenue
Elko, Nevada 89801

RE: Appraisal of Elko Residential Land
1725 Cuthbertson Road (Portion of)
Elko, Elko County, Nevada
CBRE, Inc. File No. 16-271PH-1265

Dear Mr. Johnson:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Restricted Appraisal Report. The reader is hereby advised that the opinions and conclusions contained herein may not be properly understood without additional information contained in the appraiser's work file.

The subject is a .84-acre (36,617 sq. ft.) tract of vacant land located at 1725 Cuthbertson Road (Portion of) in Elko, Nevada. The site area reflects portions of two larger parcels owned by Barry & Lynn Lipparelli. The site is divided into three parcels that will be used for the extensions of Cattle Drive and Tamarak Road. Parcel #1 is 10,143 square feet and represents an approximate 40' wide strip located along the southeast boundary of APN: 006-09B-045 and will become a portion of Cattle Drive. Parcel #2 at 8,024 square feet also represents a portion of APN: 006-09B-045 and is an approximate 30' wide section running along the southern boundary of the parcel that will become an extension of Tamarak Drive. Parcel #3 reflects a 18,450 square foot portion of APN: 006-09B-046 located along the eastern boundary of the site. Parcel #3 will become an extension of Cattle Drive and is approximately 40' wide.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is - Parcel #1	Fee Simple Estate	July 13, 2016	\$10,700
As Is - Parcel #2	Fee Simple Estate	July 13, 2016	\$8,400
As Is - Parcel #3	Fee Simple Estate	July 13, 2016	\$19,400

Compiled by CBRE

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

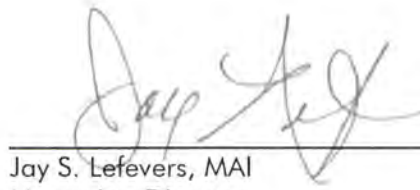
Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Jason Buckholz
Senior Appraiser
NV Certified General Appraiser #A.0007369-CG
Expires: June 30, 2017
www.cbre.com/Jason_Buckholz

Phone: (775) 823-6931
Fax: (775) 823-6990
Email: jason.buckholz@cbre.com



Jay S. Lefevers, MAI
Managing Director
NV Certified General Appraiser #A.0206493-CG
Expires: February 28, 2018
www.cbre.com/Jay_Lefevers

Phone: 602-735-5692
Fax: 602-735-5613
Email: jay.lefevers@cbre.com

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Nevada.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Jay Lefevers, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Jason Buckholz has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
12. Jason Buckholz has and Jay Lefevers, MAI has not made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the persons signing this report.
14. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Jason Buckholz and Jay Lefevers, MAI have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Jason Buckholz
NV Certified General Appraiser #A.0007369-CG

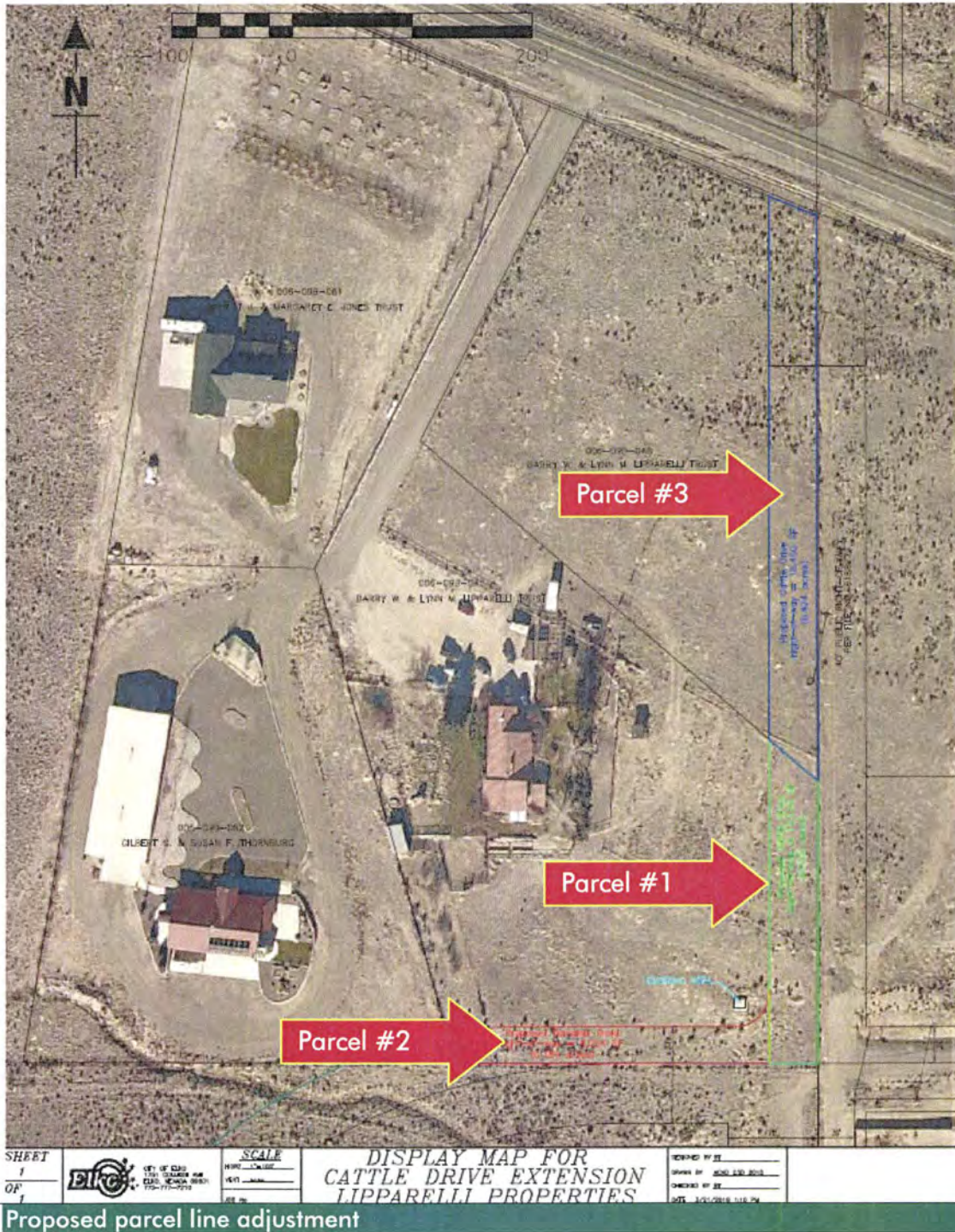


Jay S. Lefevers, MAI
NV Certified General Appraiser #A.0206493-CG

Subject Photographs



Aerial View – Portions of existing parcels







TYPICAL VIEW OF THE SUBJECT – Looking North Along Cattle Drive



TYPICAL VIEW OF THE SUBJECT – Looking North Along Cattle Drive



TYPICAL VIEW OF THE SUBJECT – Looking South Along Cattle Drive



TYPICAL VIEW OF THE SUBJECT – Looking South at Subject



TYPICAL VIEW OF THE SUBJECT – Looking West Along Tamarak Road



TYPICAL VIEW OF THE SUBJECT – Looking East Along Mt. City Hwy

Executive Summary

Property Name	Elko Residential Land	
Location	1725 Cuthbertson Road (Portion of), Elko, Elko County, Nevada 89801	
Highest and Best Use	Residential	
As If Vacant		
Property Rights Appraised	Fee Simple Estate	
Date of Report	July 21, 2016	
Date of Inspection	July 13, 2016	
Estimated Exposure Time	12 Months	
Estimated Marketing Time	12 Months	
Land Area - Total	0.84 AC	36,617 SF
Parcel #1 (Proposed Cattle Drive)	0.23 AC	10,143 SF
Parcel #2 (Proposed Tamarak Road)	0.18 AC	8,024 SF
Parcel #3 (Proposed Cattle Drive)	0.42 AC	18,450 SF

VALUATION

	<i>Total</i>	<i>Per SF</i>
Land Value - Parcel #1	\$10,500	\$1.04
Land Value - Parcel #2	\$8,300	\$1.03
Land Value - Parcel #3	\$19,100	\$1.04

CONCLUDED MARKET VALUE

Appraisal Premise	Interest Appraised	Date of Value	Value
As Is - Parcel #1	Fee Simple Estate	July 13, 2016	\$10,500
As Is - Parcel #2	Fee Simple Estate	July 13, 2016	\$8,300
As Is - Parcel #3	Fee Simple Estate	July 13, 2016	\$19,100

Compiled by CBRE

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assumption directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions."¹

- The subject reflects portions of larger parcels. It is therefore an extraordinary assumption that the subject can be segregated from the larger parcels for use as proposed roadway extensions.

¹ The Appraisal Foundation, USPAP, 2016-2017 ed., 3.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.”²

- None noted

² The Appraisal Foundation, *USPAP*, 2016-2017 ed., 3.

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ADDENDA

A Client Contract Information

B Qualifications

Introduction

OWNERSHIP AND PROPERTY HISTORY

Title to the property is currently vested in the name of Barry & Lynn Lipparelli, who acquired title to the property in more than three years ago as recorded in the Elko County Deed Records. The subject is further described as follows:

INTENDED USE OF REPORT

This appraisal is to be used for internal decisions, and no other use is permitted.

INTENDED USER OF REPORT

This appraisal is to be used by The City of Elko, and no other user may rely on our report unless as specifically indicated in the report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.³

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;

³ Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

INTEREST APPRAISED

The value estimated represents Fee Simple Interest and defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

SCOPE OF WORK

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the opinions and conclusions contained herein may not be properly understood without additional information contained in the appraiser's work file. CBRE, Inc. completed the following steps for this assignment:

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

Extent to Which the Property is Inspected

The extent of the inspection included the following: exterior.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics

⁴ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁵ *Dictionary of Real Estate Appraisal*, 78.

- comparable data

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	City of Elko - Planning Dept.
Other	
Zoning	City/County Planning Department and/or Municipal Code
Demographics	Claritas
Compiled by CBRE	

Subject Site Summary

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area	0.84 Acres		36,617 Sq. Ft.
Parcel #1 (Proposed Cattle Drive)	0.23 Acres		10,143 Sq. Ft.
Parcel #2 (Proposed Tamarak Road)	0.18 Acres		8,024 Sq. Ft.
Parcel #3 (Proposed Cattle Drive)	0.42 Acres		18,450 Sq. Ft.
Excess Land Area	None		n/a
Surplus Land Area	None		n/a
Shape	Rectangular		
Topography	Generally Level		
Zoning District	AR, Agricultural Residential		
Flood Map Panel No. & Date	32007C5625E		4-Sep-13
Flood Zone	Zone X		
Adjacent Land Uses	Residential and vacant		
Earthquake Zone	N/A		
Utilities	<u>Provider</u>		<u>Adequacy</u>
Water	Well		Yes
Sewer	Septic		Yes
Natural Gas	NV Energy		Yes
Electricity	NV Energy		Yes
Other	<u>Yes</u>	<u>No</u>	<u>Unknown</u>
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights		X	
Source: Various sources compiled by CBRE			

Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

COST APPROACH

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

INCOME CAPITALIZATION APPROACH

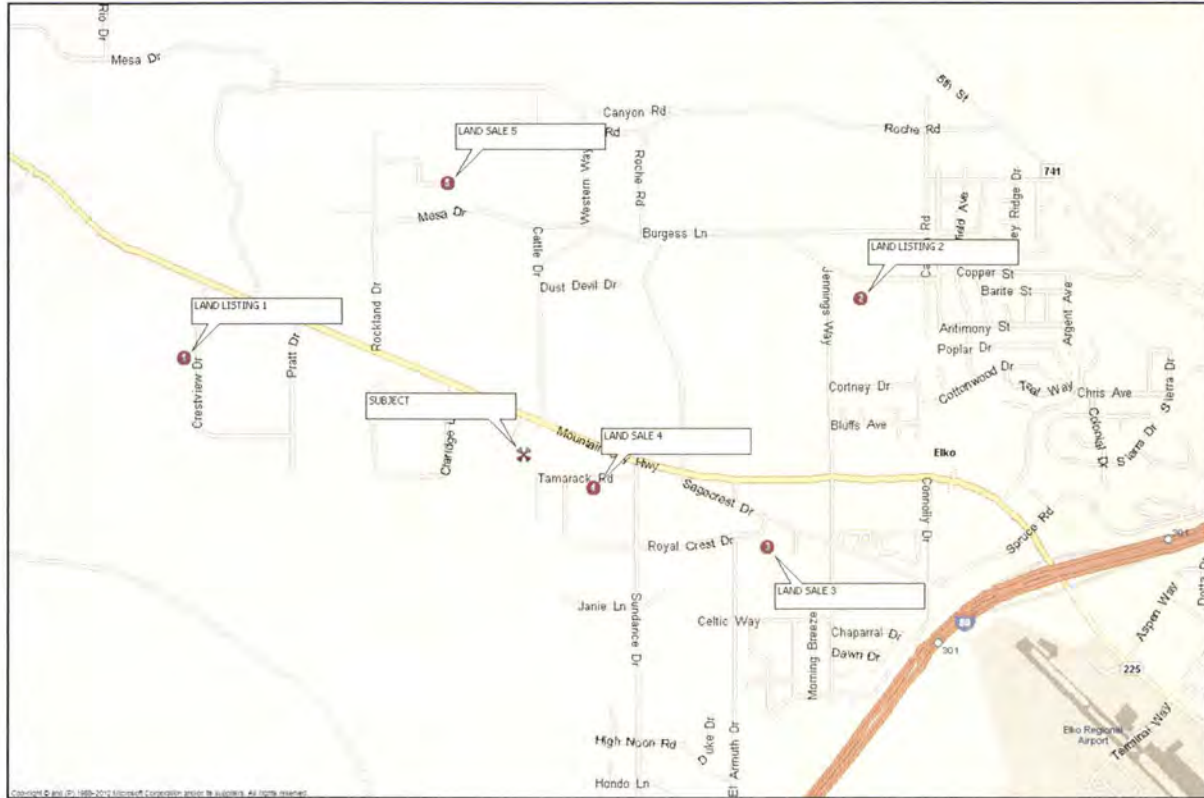
The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

METHODOLOGY APPLICABLE TO THE SUBJECT

In valuing the subject, only the sales comparison approach is applicable and has been utilized.

Land Value

The following map and table summarize the comparable data used in the valuation of the subject site.



SUMMARY OF COMPARABLE LAND SALES

No.	Property Location	Transaction Type	Date	Use		Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	2446 Crestview Drive Elko, NV APN: 083-003-022	Listing	Jul-16	Vacant Residential	AR	\$99,999	2.95	128,502	\$33,898	\$0.78
2	Lot 27 Montrose Lane Elko, NV APN: 006-09J-027	Listing	Jul-16	Vacant Residential	AR	\$97,000	2.13	92,783	\$45,540	\$1.05
3	Royal Crest, South of Sage Crest Elko, NV APN: 006-09F-038	Sale	Mar-16	Vacant Residential	AR	\$160,000	3.62	157,687	\$44,199	\$1.01
4	Tamarack Road, West of Sundance Elko, NV APN: 001-01E-038	Sale	Apr-15	Vacant Residential	AR	\$75,000	1.25	54,450	\$60,000	\$1.38
5	5253 Pebble Lane Elko, NV APN: 006-09B-054	Sale	Feb-15	Vacant Residential	AR	\$100,000	2.50	108,900	\$40,000	\$0.92
Subject	1725 Cuthbertson Road (Portion of), Elko, Nevada	---	---	Residential	AR	---	0.84	36,617	---	---
	Parcel #1						0.23	10,143		
	Parcel #2						0.18	8,024		
	Parcel #3						0.42	18,450		

Compiled by CBRE

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	Subject
Transaction Type	Listing	Listing	Sale	Sale	Sale	---
Transaction Date	Jul-16	Jul-16	Mar-16	Apr-15	Feb-15	---
Use	Vacant	Vacant	Vacant	Vacant	Vacant	Residential
	Residential	Residential	Residential	Residential	Residential	
Zoning	AR	AR	AR	AR	AR	AR
Adjusted Sale Price ¹	\$99,999	\$97,000	\$160,000	\$75,000	\$100,000	---
Size (Acres)	2.95	2.13	3.62	1.25	2.50	0.84
Size (SF)	128,502	92,783	157,687	54,450	108,900	36,617
Price Per Acre	\$33,898	\$45,540	\$44,199	\$60,000	\$40,000	---
Price Per SF	\$0.78	\$1.05	\$1.01	\$1.38	\$0.92	---
Price (\$ PSF)	\$0.78	\$1.05	\$1.01	\$1.38	\$0.92	---
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	0%	
Conditions of Sale	0%	-10%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	0%	0%	
Subtotal	\$0.78	\$0.94	\$1.01	\$1.38	\$0.92	
Size	10%	0%	10%	-10%	-5%	
Shape	0%	0%	0%	0%	0%	
Corner	0%	0%	0%	0%	0%	
Frontage	0%	0%	0%	0%	0%	
Topography	0%	0%	0%	0%	0%	
Location	10%	5%	-5%	-5%	15%	
Total Other Adjustments	20%	5%	5%	-15%	10%	
Value Indication for Subject	\$0.93	\$0.99	\$1.07	\$1.17	\$1.01	
Absolute Adjustment	20%	15%	15%	15%	20%	
Compiled by CBRE						

Comparables 1 and 2 are current listings while Sales 3, 4 and 5 reflect closed sales. Comparable 2 is a new listing and reflects only an asking price and a downward conditions of sale adjustment was made. Comparable 1 is also a listing yet the asking price was recently reduced by 1/3 from \$150,000 to \$99,999 therefore it is unlikely the seller will accept a lower offer and no adjustment was made.

As further compared to the subject size adjustments were given based on an average site size for the neighborhood of approximately 2.0 acres. We have applied the size adjustments based on the contributory value to the subject's parent tracts rather than the subject's actual site sizes as they reflect irregular shaped parcels that are non-conforming for the neighborhood as proposed. Based on an average site size of approximately 2.0 acres Comparables 1 and 3 are deemed inferior while Sales 4 and 5 are deemed superior and size adjustments were given. In terms of location Sales 3 and 4 are deemed superior while Comparables 1, 2 and 5 are deemed inferior.

CONCLUSION

After adjustments the comparables indicate a range in value for the subject of \$.093 to \$1.17 per square foot. Based on the preceding analysis, a price per square foot indication near the middle of the range was most appropriate for the subject. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE			
Indicated Value:		\$1.05/SF	
Allocated Values Based on \$1.05/SF			
Parcel	Size	Value	Rounded Value
Parcel#1	10,143	\$10,650	\$10,700
Parcel#2	8,024	\$8,425	\$8,400
Parcel#3	18,450	\$19,373	\$19,400
Compiled by CBRE			

We have estimated a contributory value at \$1.05 per square foot of site area. We have therefore estimated the individual parcel values based on a value of \$1.05 per square foot.

Reconciliation of Value

In valuing the subject, the Sales Comparison Approach is considered most reliable and was used.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is - Parcel #1	Fee Simple Estate	July 13, 2016	\$10,700
As Is - Parcel #2	Fee Simple Estate	July 13, 2016	\$8,400
As Is - Parcel #3	Fee Simple Estate	July 13, 2016	\$19,400
Compiled by CBRE			

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

CLIENT CONTRACT INFORMATION

VALUATION & ADVISORY SERVICES

CBRE

CBRE, Inc.
6900 S. McCarran, Suite 3000
Reno, NV 89509

June 20, 2016

Jason Buckholz
Senior Appraiser

Shelby Knopp
Planning Technician
CITY OF ELKO
1751 College Avenue
Elko, NV 89801
Phone: 775.777.7160
Email: sknopp@elkocitynv.gov

RE: Assignment Agreement
Land
Vacant Land, 1725 Cuthbertson Road (Portion of)
Portion of APN's: 006-09B-45 & 006-09B-46
Elko, NV

Dear Ms. Knopp:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Internal Decision Making purposes
Intended User:	The intended user is CITY OF ELKO, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to the client signing below and to other parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof, whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.
Inspection:	CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal.

Shelby Knopp
Assignment Agreement
Page 2 of 7
June 20, 2016

Valuation Approaches:	Only the Sales Comparison Approach will be completed.
Report Type:	Restricted Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$2,250
Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required for this assignment
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report.
Delivery Instructions:	We will invoice you for the assignment in its entirety at the completion of the assignment. CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report. An Adobe PDF file via email will be delivered to sknopp@elkocity.cov. The client has requested Two (2) bound final copy (ies).
Delivery Schedule:	
Preliminary Value:	Not Required
Draft Report:	Not Required
Final Report:	21 business days after the Start Date
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 7 business days from the date of this letter.


When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

Shelby Knopp
Assignment Agreement
Page 3 of 7
June 20, 2016

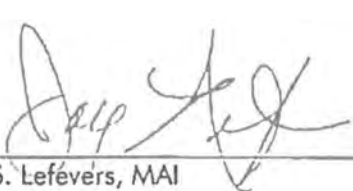
We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



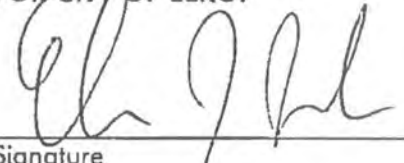
Jason Buckholz
Senior Appraiser
NV Certified General Appraiser #A.0007369-
CG
Expires: June 30, 2017
www.cbre.com/Jason_Buckholz
Phone: (775) 823-6931
Fax: (775) 823-6990
Email: jason.buckholz@cbre.com



Jay S. Lefevers, MAI
Managing Director
NV Certified General Appraiser #A.0206493-
CG
Expires: February 29, 2017
www.cbre.com/Jay_Lefevers
Phone: 602-735-5692
Fax: 602-735-5613
Email: jay.lefevers@cbre.com

AGREED AND ACCEPTED

FOR CITY OF ELKO:



Signature

Chris Johnson

Name

775-777-7126

Phone Number

6/28/16

Date

Mayor

Title

cityclerk@elkocitynv.gov

E-Mail Address

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$0. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required by Client to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, in relation to Client's performance under this Agreement or without cause upon 30 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the State of Nevada. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved in the Fourth Judicial District Court, in and for the County of Elko, State of Nevada. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship.

between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information supplied by Client as to the condition of the Property furnished to Appraiser. The conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.

10. Client shall provide Appraiser with such materials with respect to the assignment as are reasonably requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.

11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.

13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.

14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.

15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 1 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Appraisal Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree, including without limitation requests for information pursuant to the applicable public records act. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. Current title report and title holder name
2. Legal description
3. Survey and/or plat map
4. Site plan for proposed or entitled development, if applicable
5. Current county property tax assessment or tax bill
6. Details on any sale, contract, or listing of the property within the past three years
7. Engineering studies, soil tests or environmental assessments
8. Ground lease, if applicable
9. Planning/Zoning application or approval, if applicable
10. Any previous market/demand studies or appraisals
11. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
12. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Jason Buckholz
Senior Appraiser
CBRE, Inc.
Valuation & Advisory Services
6900 S. McCarran Blvd, Suite 3000
Reno, NV 89509

Addendum B

QUALIFICATIONS

QUALIFICATIONS OF

Jason R. Buckholz
Senior Real Estate Analyst
Intermountain Region – Reno Office

CBRE, Inc.
Valuation and Advisory Services
6900 S. McCarran Boulevard, Suite 3000
Reno, Nevada 89509
Tel: (775) 823-6931
Fax: (775) 356-6181
Direct: (775) 842-2530
E-Mail: Jason.Buckholz@cbre.com

LICENSE(S)/CERTIFICATION(S)

Certified General Real Estate Appraiser: State of Nevada (No. A.0007369-CG)

EMPLOYMENT EXPERIENCE

1999-2000	Site Acquisition Specialist, LCC International, Chico, California
2000-2003	Leasing Manager, Site-Com Inc., Sacramento, California
2003-2006	Real Estate Analyst/Appraiser, CB Richard Ellis, Sacramento, California
2006-2007	Real Estate Analyst/Appraiser, CB Richard Ellis, Las Vegas, Nevada
2007-Present	Senior Real Estate Analyst/Appraiser, CBRE, Inc, Las Vegas, Nevada

Professional experience has been in the fee preparation of real estate appraisals, feasibility studies, rent analyses and market studies of commercial and residential properties. Primary experience encompasses a wide variety of property types including office, retail, industrial, multifamily, self-storage, mobile home parks, and restaurants.

Assignments completed in California, Colorado and Nevada

The Intermountain Region of CBRE, Inc. Appraisal Services covers the states of Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, New Mexico, North and South Dakota, Utah, and Wyoming. The regional office is based in Phoenix, Arizona, with satellite offices in the cities of Denver, Las Vegas, Salt Lake City, and Tucson.

Appraisal experience includes the following types of assignments throughout Northern California & Nevada:

Office Buildings	Commercial Land	Industrial Land
Industrial Buildings	Medical Office Buildings	Rent Surveys
Apartment Complexes	Net Leased Investments	Shopping Centers
Gas Stations	Development Projects	Residential Land
Auto Dealerships	Mini-Storage	Special Use Facilities

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: June 23, 2015

Expire Date: June 30, 2017

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: CBRE

6900 S MCCARRAN BLVD STE #3000
RENO, NV 89509

REAL ESTATE DIVISION

JOSEPH (JD) DECKER
Administrator



QUALIFICATIONS

Jay S. Lefevers, MAI

Managing Director

CBRE, Inc.

Valuation and Advisory Services

2415 East Camelback Road, Suite 900

Phoenix, Arizona 85016

(602) 735-5692 tel

(602) 735-5613 fax

jay.lefevers@cbre.com

EDUCATION

Master of Business Administration, Finance, Baylor University, Waco, Texas, 1986

Bachelor of Business Administration, Marketing, The University of Texas, Austin, Texas, 1984

LICENSE(S)/CERTIFICATION(S)

Arizona Certified General Real Estate Appraiser, No. 30042

Nevada Certified General Real Estate Appraiser, No. A.0206493-CG

New Mexico Certified General Real Estate Appraiser, No. 03392-G

PROFESSIONAL

Appraisal Institute, Designated Member (MAI)

Program Registry – SBA Going Concern and Valuation of the Components of a Business Enterprise

EXPERIENCE

1986 - 1988	Appraiser, TRW Appraisal Services, Phoenix, Arizona
1988 - 1990	Appraiser, Winus Montandon, Inc., Phoenix, Arizona
1990 - 1992	Assistant Vice President, Valley National Bank (JPMorgan Chase), Phoenix, Arizona
1992 - 2014	Principal, Lefevers Viewpoint Group, Inc./Viewpoint Group, LLC, Phoenix, Arizona
2014 - Present	Managing Director, CBRE, Inc., Phoenix, Arizona

Manages the Valuation and Advisory Services (VAS) offices in Arizona (Phoenix and Tucson) and New Mexico (Albuquerque). Appraisal experience has been with a broad spectrum of property types, but specializes in the valuation of resorts, hotels and motels. Experience also encompasses property types including vacant land, office properties, medical office facilities, retail properties, mobile home/RV parks, subdivisions, industrial properties, private/charter schools, restaurants, apartments, convenience stores/gas stations, automotive facilities, and a variety of special use properties. Assignments have been completed in numerous states throughout the south/southwestern United States.

The Intermountain Region of CBRE, Inc. Valuation and Advisory Services covers the states of Arizona, Colorado, Idaho, Montana, Nebraska, Nevada, New Mexico, North and South Dakota, Utah and Wyoming. The regional office is located in Phoenix, Arizona.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JAY S LEFEVERS

Certificate Number: A.0206493-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: February 4, 2016

Expire Date: February 28, 2018

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: CBRE, INC
2415 E CAMELBACK RD, STE 960
PHOENIX, AZ 85016

REAL ESTATE DIVISION

JOSEPH (JD) DECKER
Administrator



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from James D. Boyer to renew and/or extend the term of his T-Hangar Lease Agreement, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **James D. Boyer's airport E-3 T-Hangar Lease Agreement expired on February 28, 2018. The City of Elko has established a past practice of renewing and/or extending T-Hangar Leases that have previously expired, as long as the leases have remained in good standing. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) 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 Agreement/Letter requesting renewal**
9. Recommended Motion: **Move to approve a t-hangar lease extension to James D. Boyer for T-Hangar E-3.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **James Boyer**

jboyer@airpeak.com
PO Box 2683
Elko, NV 89803

April 13th, 2018

Mr. Jim Foster
Elko Regional Airport Manager
975 Terminal Way
Elko, Nevada 89801

Hangar E3 Ground Lease renewal James Boyer

Dear Mr. Foster,

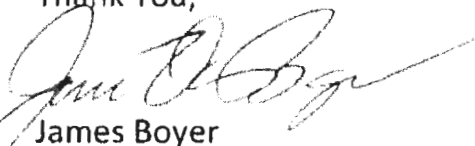
Confirming our discussions, we would like to renew our ground lease for hangar E-3 for an additional ten-year term. Please accept my apologies for not being proactive on this, in my data base I incorrectly showed this lease expiring October 2025 corresponding to ten years from our assignment.

I use the general aviation facilities of the airport to base two airplanes at Elko Regional, N363RM and N6880M . Those planes are based here in support of three farming & ranching business I own in Elko County. Those business being Airpeak LLC, Pequop Conservancy LLC and 333 Ranch LLC.

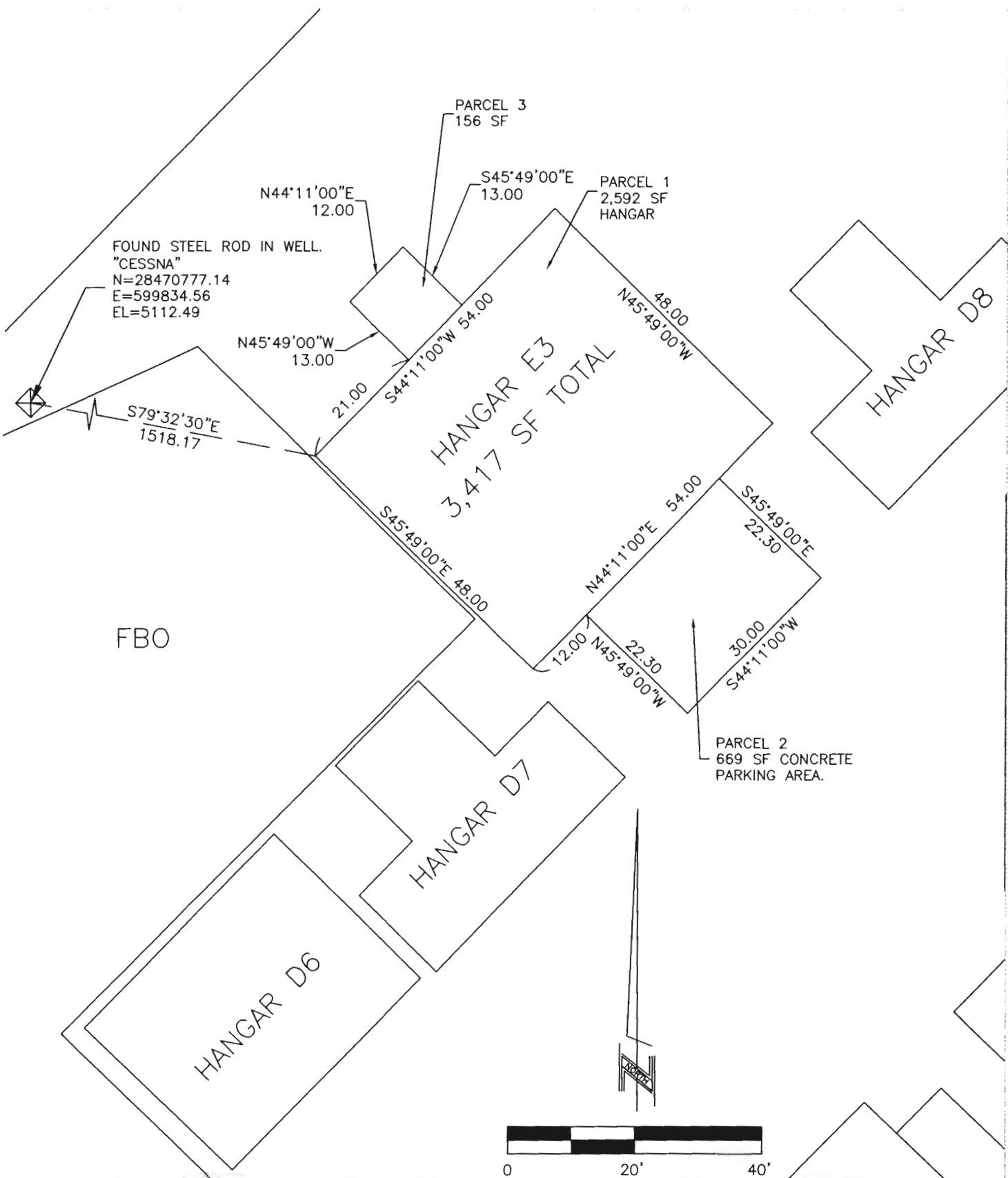
Our office is in Reno and without the ability to keep our business planes based in Elko it would be rather challenging. We have found the General Aviation Facilities at Elko regional to be very well maintained and the local FBO to be an excellent service provider.

We appreciate your assistance with this matter.

Thank You,



James Boyer



ELCO
CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE
HORIZ 1"=20'
VERT _____
JOB No _____

EXHIBIT B
MAP OF HANGAR E3 LEASE AREA
FOR THE CITY OF ELKO

DESIGNED BY: WJ
DRAWN BY: ACAD C30 2015
CHECKED BY: WJ
DATE: 5/3/2016

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

U:\Airport\2015-Lease-working files\2015-LEASE-MASTER-DRAWING.dwg

LEASE AGREEMENT
(Airport Hangar E-3)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and JAMES D. BOYER, an individual, hereinafter referred to as "Lessee."

W I T N E S S E T H :

That for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 Description. Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of an airplane hangar, known as "T-Hangar E-3," which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map at **Exhibit B**, which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 Term. This Lease Agreement shall begin _____, 2019 and end at midnight on _____, 2029 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for two (2) additional ten (10) year terms. All provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the initial term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the effective term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of

the essence.

SECTION 3

RENT

3.01 Annual Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

Hangar E-3: 3,417 square feet @ \$.28/square foot = \$956.76

3.02 Initial Payment of Rent. Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$_____ for the first _____ months of the Lease.

3.03 Date Rent Due. After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2019, in the sum of _____ (\$_____). It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar lessees at the Elko Regional Airport.

SECTION 4

USE OF LEASED PREMISES

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for the placement of an airplane hangar and the storage of airplanes and no other use, including the storage of personal property other than airplanes, shall be made of the Leased Premises without the prior approval of the Lessor.

SECTION 5

SERVICES TO BE PERFORMED BY LESSEE

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Cost of Maintenance. The Lessee shall bear all of the costs of maintaining its hangar, and shall pay, in addition to the rent, all other costs associated with the use of the Leased Premises including maintenance, insurance, any and all taxes, and shall pay for all permits and licenses required by law.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

SECTION 6 **REMOVAL OF HANGAR**

6.01 Termination Upon Removal of Hangar. In the event the airplane hangar placed on the property by Lessee is removed for a period of thirty (30) days, this Lease shall terminate without further notice.

SECTION 7 **LESSOR'S OPTION TO PURCHASE HANGAR**

7.01 Purchase of Hangar Upon Lease Termination/Expiration. As additional consideration for this Lease, Lessee hereby grants to Lessor the option to purchase the hangar constructed on the Leased Premises by Lessee in accordance with the provisions hereof, together with any alternations or additions thereto. In the case of the natural expiration of the term of this Lease, for which purposes of this Section shall include any written extensions or renewals of the terms of this Agreement, Lessor may exercise the option by giving written notice of exercise to Lessee no later than forty-five (45) days prior to the expiration date. In the case of an earlier termination of this Lease, Lessor shall exercise its option to purchase by giving written notice of Lessor's exercise of the option to Lessee at any time prior to the date of termination.

7.02 Determination of Hangar Purchase Price. The purchase price for the hangar shall be the then fair market value of the hangar as determine by an agreement between Lessor and Lessee. If Lessor and Lessee are unable to agree upon the fair market value, then Lessor, at Lessor's cost and expense, shall provide Lessee with a written appraisal of the hangar within thirty (30) days after the day of the written notice exercising the option. Lessee shall then have ten days to either accept or reject the appraisal submitted by Lessor and shall provide Lessor written notice of Lessee's acceptance or rejection of the appraisal. If Lessee rejects Lessor's appraisal, then Lessee shall, at Lessee's cost and expense, obtain an appraisal of the hangar by a qualified and experience MAI appraiser selected by Lessee and Lessee shall provide Lessor with the written appraisal of the hangar within thirty (30) days after the date of written notice rejecting Lessor's appraisal. If Lessee rejects Lessor's appraisal and obtains a separate appraisal of the fair market value of the hangar, then the purchase price shall be the

average of the two appraisals.

7.03 Payment of Purchase Price. The purchase price for the hangar shall be paid by Lessor to Lessee in cash within ninety (90) days after the expiration or termination of the Lease. Upon receipt of the purchase price, Lessee shall execute and deliver to Lessor a bill of sale, in a form approved by Lessor, transferring title to the hangar to Lessor free and clear of all liens, encumbrances and security interests.

SECTION 8

REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

8.01 Lessee to Remove Personal Property. In the event of the termination of this Lease, Lessee shall have a reasonable time to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor.

SECTION 9

INSURANCE

9.01 Personal Property Insurance. The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 Liability Insurance. The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$500,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$1,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands and actions.

9.03 Proof of Insurance to Lessor. The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect

during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

SECTION 10 **INDEMNIFICATION AND HOLD HARMLESS**

10.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

SECTION 11 **CONDUCT BY LESSEE**

11.01 Compliance With Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

SECTION 12 **WASTE**

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 13 **UTILITIES**

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased Premises.

SECTION 14

TAXES

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against the Leased Premises and any property placed thereon, together with all necessary license fees.

SECTION 15

DEFAULT

15.01 Termination of Lease Upon Default. In the event that the rent herein provided for, in any part or portion thereof shall be in arrears or shall be unpaid on the date when the same is provided to be paid, and for ten (10) days thereafter, it shall be and may be lawful for the City of Elko, its agents or legal representatives to go to and upon the Leased Premises, and to again repossess itself thereof, and to hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination of this Lease.

15.02 Breach. In the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, City of Elko shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 16

QUIET POSSESSION

16.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

SECTION 17

IMPROVEMENTS

17.01 Notification of Lessor. Lessee shall notify Lessor prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee's expense.

SECTION 18

AIRPORT MASTER PLAN

18.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that movement of the buildings and changes as set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.

SECTION 19

ASSIGNMENT

19.01 No Assignment. This Lease shall not be assigned, nor shall any of all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

SECTION 20

LIENS / ENCUMBRANCES

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease and a termination of Lessee's right in and to this Lease and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease shall continue in full force and effect.

SECTION 21

CLOSURE OF AIRPORT

21.01 Rent Abated; Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

SECTION 22

INSPECTION

22.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 23 **ADDITIONAL TERMS**

23.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

23.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any hangar and personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 23.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for the storage of airplanes for a period of ninety (90) days.

23.03 Waiver. No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO:	Elko Regional Airport Manager
	City of Elko
	1751 College Avenue
	Elko, NV 89801

LESSEE:

James D. Boyer

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, their heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the day and year first above written.

(Signatures on next page)

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

LESSEE:

JAMES D. BOYER

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, consisting of 3 contiguous parcels, more particularly described as follows;

Parcel 1 – Hangar Building

Beginning at a point that bears South 79°32'30" East, a distance of 1,518.17 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 44°11'00" East, a distance of 54.00 feet,
Thence, South 45°49'00" East, a distance of 48.00 feet;
Thence, South 44°11'00" West, a distance of 54.00 feet;
Thence, North 45°49'00" West, a distance of 48.00 feet, more or less, to the point of beginning

Said Parcel 1 – "Hangar Building" contains an area of ±2,592 square feet.

Parcel 2 – Concrete Parking Area

Beginning at a point along the southeasterly boundary of the above described Parcel 1, that bears North 44°11'00" East, a distance of 12.00 feet from the southerly most corner of the above described Parcel 1;
Thence, North 44°11'00" East, a distance of 30.00 feet;
Thence, South 45°49'00" East, a distance of 22.30 feet;
Thence, South 44°11'00" West, a distance of 30.00 feet,
Thence, North 45°49'00" West, a distance of 22.30 feet, more or less, to the point of beginning.

Said Parcel 2 – "Concrete Parking Area" contains an area of ±669 square feet.

Parcel 3 – Additional Area

Beginning at a point along the northwesterly boundary of the above described Parcel 1, that bears North 44°11'00" East, a distance of 21.00 feet from the westerly most corner of the above described Parcel 1;
Thence, North 45°49'00" West, a distance of 13.00 feet;
Thence, North 44°11'00" East, a distance of 12.00 feet;
Thence, South 45°49'00" East, a distance of 13.00 feet,
Thence, South 44°11'00" West, a distance of 12.00 feet, more or less, to the point of beginning.

Said Parcel 3 – "Additional Area" contains an area of ±156 square feet.

The total combined lease area for all three parcels is ±3,417 square feet.

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

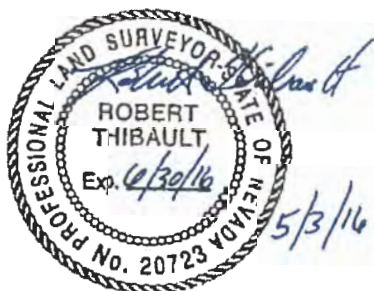
Elko Regional Airport survey control monument "Piper"

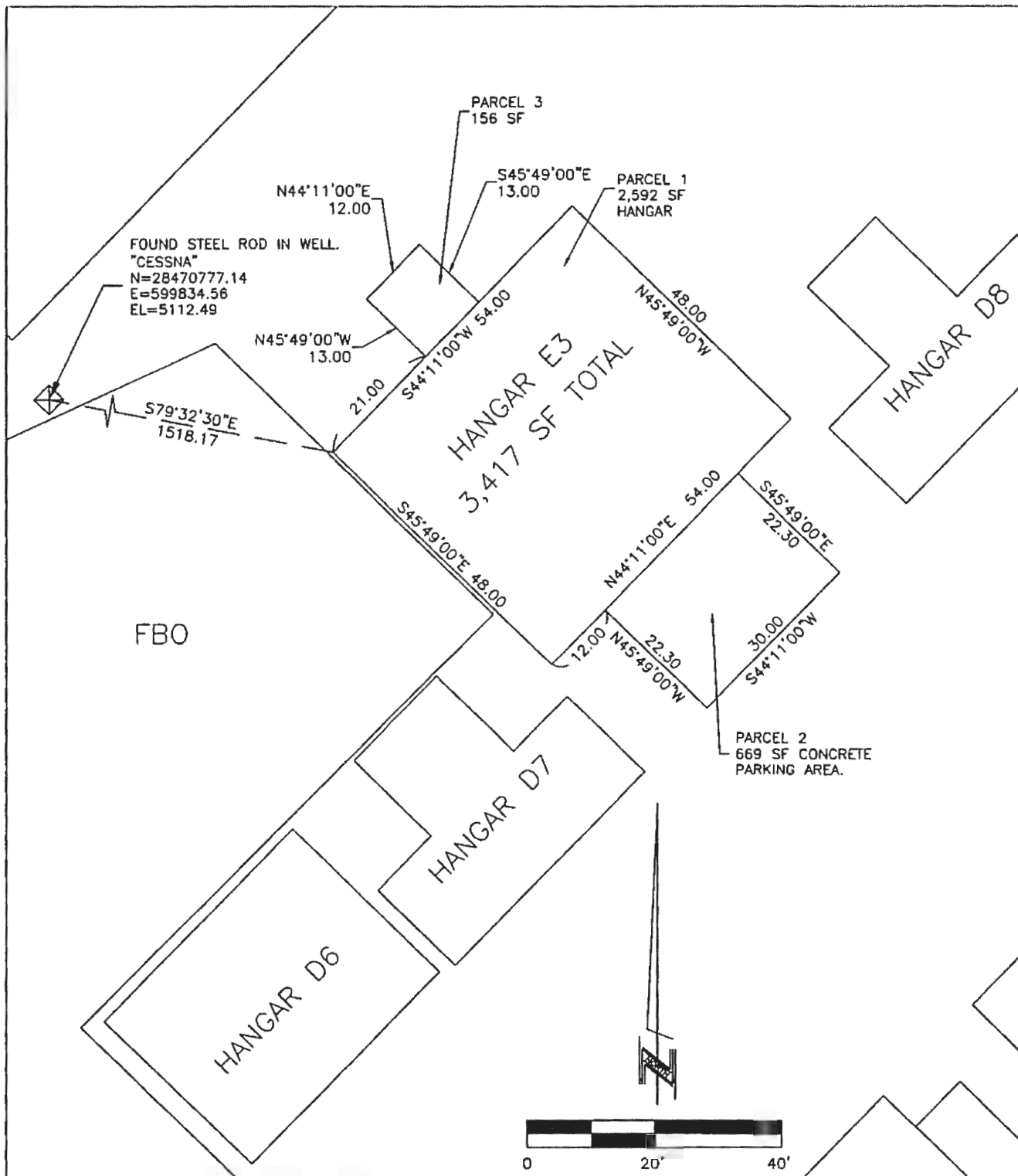
N 28469096.94


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





 <p> CITY OF ELKO 1751 COLLINS AVE. ELKO, NEVADA 89601 775-777-7316 </p>	<p>SCALE</p> <p>HORIZ. 1"=50'</p> <p>VERT. 1"=10'</p> <p>JOB NO.</p>	<p>EXHIBIT B</p> <p>MAP OF HANGAR E3 LEASE AREA</p> <p>FOR THE CITY OF ELKO</p>	<p>DESIGNED BY: JT</p> <p>DRAWN BY: JACD C30 2013</p> <p>CHECKED BY: JT</p> <p>DATE: 5/3/2013</p>	<p>IN SECTION 16, T 34 N, R 55 E, M.D.B.&M.</p> <p><small>U:\Reports\2013-Lessor-Leasing-Blair\2013-LEASE-146720-CORRESPOND.dwg</small></p>
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RULES AND REGULATIONS
Exhibit C

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 person hired by the City, whose job duties are outlined in Section 2.
3. Council means the Elko 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 City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the 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. Supervises 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 City Council, 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 licensed to do business on or conduct 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, if operating.

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 pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must 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. The owner or pilot must place or store the aircraft 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.

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 City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council 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. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council 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 City Council, to establish to the satisfaction of the City Council 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 City Council 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 City Council 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 City Council 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 City Council 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 requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council 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 City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

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 City Council.

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 City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council 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 City Council, 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 City Council 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 the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), 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 City Council 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 City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, 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 City Council, 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 City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V

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.

Exhibit D

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 suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, 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 , 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.

LEASE AGREEMENT
(Airport Hangar E-3)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and JAMES D. BOYER, an individual, hereinafter referred to as "Lessee."

W I T N E S S E T H :

That for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 Description. Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of an airplane hangar, known as "T-Hangar E-3," which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map at **Exhibit B**, which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 Term. This Lease Agreement shall begin _____, 2019 and end at midnight on _____, 2029 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for two (2) additional ten (10) year terms. All provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the initial term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the effective term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of

the essence.

SECTION 3

RENT

3.01 Annual Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

Hangar E-3: 3,417 square feet @ \$.28/square foot = \$956.76

3.02 Initial Payment of Rent. Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$_____ for the first _____ months of the Lease.

3.03 Date Rent Due. After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2019, in the sum of _____ (\$_____). It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar lessees at the Elko Regional Airport.

SECTION 4

USE OF LEASED PREMISES

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for the placement of an airplane hangar and the storage of airplanes and no other use, including the storage of personal property other than airplanes, shall be made of the Leased Premises without the prior approval of the Lessor.

SECTION 5

SERVICES TO BE PERFORMED BY LESSEE

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Cost of Maintenance. The Lessee shall bear all of the costs of maintaining its hangar, and shall pay, in addition to the rent, all other costs associated with the use of the Leased Premises including maintenance, insurance, any and all taxes, and shall pay for all permits and licenses required by law.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

SECTION 6 **REMOVAL OF HANGAR**

6.01 Termination Upon Removal of Hangar. In the event the airplane hangar placed on the property by Lessee is removed for a period of thirty (30) days, this Lease shall terminate without further notice.

SECTION 7 **LESSOR'S OPTION TO PURCHASE HANGAR**

7.01 Purchase of Hangar Upon Lease Termination/Expiration. As additional consideration for this Lease, Lessee hereby grants to Lessor the option to purchase the hangar constructed on the Leased Premises by Lessee in accordance with the provisions hereof, together with any alternations or additions thereto. In the case of the natural expiration of the term of this Lease, for which purposes of this Section shall include any written extensions or renewals of the terms of this Agreement, Lessor may exercise the option by giving written notice of exercise to Lessee no later than forty-five (45) days prior to the expiration date. In the case of an earlier termination of this Lease, Lessor shall exercise its option to purchase by giving written notice of Lessor's exercise of the option to Lessee at any time prior to the date of termination.

7.02 Determination of Hangar Purchase Price. The purchase price for the hangar shall be the then fair market value of the hangar as determine by an agreement between Lessor and Lessee. If Lessor and Lessee are unable to agree upon the fair market value, then Lessor, at Lessor's cost and expense, shall provide Lessee with a written appraisal of the hangar within thirty (30) days after the day of the written notice exercising the option. Lessee shall then have ten days to either accept or reject the appraisal submitted by Lessor and shall provide Lessor written notice of Lessee's acceptance or rejection of the appraisal. If Lessee rejects Lessor's appraisal, then Lessee shall, at Lessee's cost and expense, obtain an appraisal of the hangar by a qualified and experience MAI appraiser selected by Lessee and Lessee shall provide Lessor with the written appraisal of the hangar within thirty (30) days after the date of written notice rejecting Lessor's appraisal. If Lessee rejects Lessor's appraisal and obtains a separate appraisal of the fair market value of the hangar, then the purchase price shall be the

average of the two appraisals.

7.03 Payment of Purchase Price. The purchase price for the hangar shall be paid by Lessor to Lessee in cash within ninety (90) days after the expiration or termination of the Lease. Upon receipt of the purchase price, Lessee shall execute and deliver to Lessor a bill of sale, in a form approved by Lessor, transferring title to the hangar to Lessor free and clear of all liens, encumbrances and security interests.

SECTION 8

REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

8.01 Lessee to Remove Personal Property. In the event of the termination of this Lease, Lessee shall have a reasonable time to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor.

SECTION 9

INSURANCE

9.01 Personal Property Insurance. The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 Liability Insurance. The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$500,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$1,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands and actions.

9.03 Proof of Insurance to Lessor. The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect

during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

SECTION 10 **INDEMNIFICATION AND HOLD HARMLESS**

10.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

SECTION 11 **CONDUCT BY LESSEE**

11.01 Compliance With Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

SECTION 12 **WASTE**

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 13 **UTILITIES**

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased Premises.

SECTION 14

TAXES

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against the Leased Premises and any property placed thereon, together with all necessary license fees.

SECTION 15 **DEFAULT**

15.01 Termination of Lease Upon Default. In the event that the rent herein provided for, in any part or portion thereof shall be in arrears or shall be unpaid on the date when the same is provided to be paid, and for ten (10) days thereafter, it shall be and may be lawful for the City of Elko, its agents or legal representatives to go to and upon the Leased Premises, and to again repossess itself thereof, and to hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination of this Lease.

15.02 Breach. In the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, City of Elko shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 16 **QUIET POSSESSION**

16.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

SECTION 17 **IMPROVEMENTS**

17.01 Notification of Lessor. Lessee shall notify Lessor prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee's expense.

SECTION 18 **AIRPORT MASTER PLAN**

18.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that movement of the buildings and changes as set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.

SECTION 19

ASSIGNMENT

19.01 No Assignment. This Lease shall not be assigned, nor shall any of all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

SECTION 20

LIENS / ENCUMBRANCES

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease and a termination of Lessee's right in and to this Lease and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease shall continue in full force and effect.

SECTION 21

CLOSURE OF AIRPORT

21.01 Rent Abated; Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

SECTION 22

INSPECTION

22.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 23 **ADDITIONAL TERMS**

23.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

23.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any hangar and personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 23.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for the storage of airplanes for a period of ninety (90) days.

23.03 Waiver. No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO:	Elko Regional Airport Manager
	City of Elko
	1751 College Avenue
	Elko, NV 89801

LESSEE:

James D. Boyer

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, their heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the day and year first above written.

(Signatures on next page)

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

LESSEE:

JAMES D. BOYER

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, consisting of 3 contiguous parcels, more particularly described as follows;

Parcel 1 – Hangar Building

Beginning at a point that bears South 79°32'30" East, a distance of 1,518.17 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 44°11'00" East, a distance of 54.00 feet;
Thence, South 45°49'00" East, a distance of 48.00 feet;
Thence, South 44°11'00" West, a distance of 54.00 feet;
Thence, North 45°49'00" West, a distance of 48.00 feet, more or less, to the point of beginning

Said Parcel 1 – "Hangar Building" contains an area of ±2,592 square feet.

Parcel 2 – Concrete Parking Area

Beginning at a point along the southeasterly boundary of the above described Parcel 1, that bears North 44°11'00" East, a distance of 12.00 feet from the southerly most corner of the above described Parcel 1;
Thence, North 44°11'00" East, a distance of 30.00 feet;
Thence, South 45°49'00" East, a distance of 22.30 feet;
Thence, South 44°11'00" West, a distance of 30.00 feet;
Thence, North 45°49'00" West, a distance of 22.30 feet, more or less, to the point of beginning.

Said Parcel 2 – "Concrete Parking Area" contains an area of ±669 square feet

Parcel 3 – Additional Area

Beginning at a point along the northwesterly boundary of the above described Parcel 1, that bears North 44°11'00" East, a distance of 21.00 feet from the westerly most corner of the above described Parcel 1;
Thence, North 45°49'00" West, a distance of 13.00 feet;
Thence, North 44°11'00" East, a distance of 12.00 feet;
Thence, South 45°49'00" East, a distance of 13.00 feet;
Thence, South 44°11'00" West, a distance of 12.00 feet, more or less, to the point of beginning.

Said Parcel 3 – "Additional Area" contains an area of ±156 square feet.

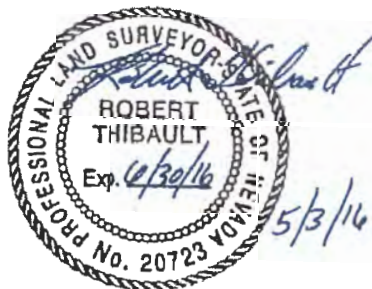
The total combined lease area for all three parcels is ±3,417 square feet.

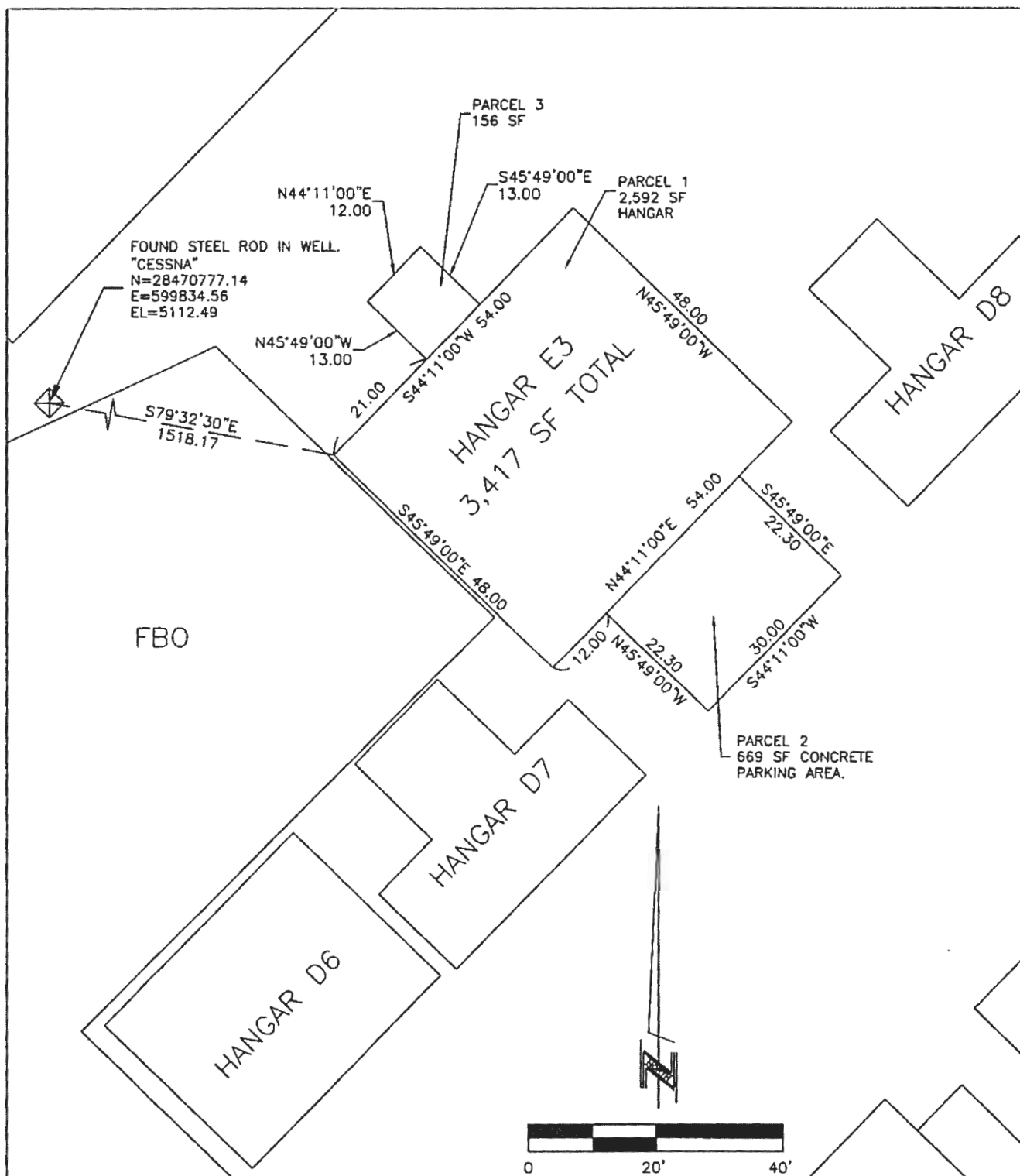
The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

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





<p>CITY OF ELKO 1700 OLLIVER AVE ELKO, NEVADA 89601 775-737-7316</p>	SCALE	<p>EXHIBIT B MAP OF HANGAR E3 LEASE AREA FOR THE CITY OF ELKO</p>	DESIGNED BY <u>ST</u>	<p>IN SECTION 16, T 34 N, R 55 E, M.D.B.&M.</p>
	DATE		DRAWN BY <u>ACB CIO 2013</u>	
	CHECKED BY <u>ST</u>			
	DATE <u>5/2/2014</u>			

RULES AND REGULATIONS
Exhibit C

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 person hired by the City, whose job duties are outlined in Section 2.

3. Council means the Elko 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 City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the 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. Supervises 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 City Council, 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 licensed to do business on or conduct 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, if operating.

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 pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must 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. The owner or pilot must place or store the aircraft 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.

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 City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council 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. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council 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 City Council, to establish to the satisfaction of the City Council 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 City Council 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 City Council 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 City Council 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 City Council 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 requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council 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 City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

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 City Council.

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 City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council 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 City Council, 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 City Council 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 the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), 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 City Council 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 City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, 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 City Council, 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 City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V

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.

Exhibit D

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 no 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 suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, 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 , 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.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve Curb, Gutter, and Sidewalk Waiver No. 1-19, filed by Medallus Urgent Care, which waives the requirement for curb and gutter on the north side of Lamoille Highway abutting APN 001-750-016, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **15 Minutes**
5. Background Information: **Per Elko City Code Section 2-13-3, public improvements are required on developed lots or parcels of land involve a change in building occupancy and use of land. The applicant has recently leased the property which was vacant for more than 12 months and lost all legal non-conforming status. NDOT has reviewed the need for curb and gutter at this location and has determined that it is not needed to control drainage in this area. Staff recommends approval of the waiver for curb and gutter with sidewalk still being required. 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: **Staff Report, Application, letter from NDOT**
9. Recommended Motion: **Approve Curb, Gutter, and Sidewalk Waiver No. 1-19 for the waiver of curb and gutter along Lamoille Highway abutting APN 001-750-016**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Medallus Urgent Care
Dr. Rachot Vacharothrone, MD
rachot@medallus.com**



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

CITY OF ELKO STAFF REPORT

MEMO DATE: January 15, 2019
CITY COUNCIL DATE: February 12, 2019
APPLICATION NUMBER: CGS 1-19
APPLICANT: Medallus Urgent Care
PROJECT DESCRIPTION: 1501 Lamoille Highway

A Waiver for curb and gutter for Lamoille Highway frontage, NDOT jurisdiction



STAFF RECOMMENDATION:

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

PROJECT INFORMATION

PARCEL NUMBER: 001-750-016

PROPERTY SIZE: .759 acres

EXISTING ZONING: C – General Commercial

MASTER PLAN DESIGNATION: (COMM- GEN) Commercial General

EXISTING LAND USE: Developed

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - Northeast: Commercial (C) and Residential (R) / Undeveloped and Developed
 - Northwest: Commercial (C) / Developed
 - Southwest: Single Family Residential (R) / Developed
 - Southeast: Industrial Commercial (IC) / Undeveloped

The property is located at the intersection of Lamoille Highway and 12th Street.

PROPERTY CHARACTERISTICS:

The property is currently developed.

The property has been vacant for over 12 months and therefore lost any legal non-conforming status.

The property is generally flat with no unusual conditions.

The property is accessed from Lamoille Highway, which is under NDOT jurisdiction

The property is not in the floodway and flood zone.

APPLICABLE MASTER PLANS AND CITY CODE SECTIONS:

- City of Elko Master Plan-Land Use Component
- City of Elko Master Plan-Transportation Component
- City of Elko Section 2-13-3 – Sidewalk, Curb and Gutter Construction
- City of Elko Section 3-2-17 – Traffic, Access, Parking and Loading Regulations

BACKGROUND INFORMATION

- The area is located at the intersection of 12th Street and Lamoille Highway.
- The property is identified as APN 001-750-016
- The property is not owned by the applicant but the applicant has received permission from the owner to apply for the waiver
- The property is not located in the Redevelopment Area

MASTER PLAN

Land Use

1. The Master Plan Land Use Atlas shows the area as Commercial General.
2. C- General Commercial is a corresponding zoning district for the Commercial General designation.
3. The listed Goal of the Land Use component states "Promote orderly, sustainable growth and efficient land use to improve quality of life and ensure new development meets the needs of all residents and visitors".
4. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability
5. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods
6. Objective 8: Ensure that new development does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed waiver is in conformance with the Land Use component of the Master Plan.

Transportation

1. The area will be accessed from Lamoille Highway.
2. Lamoille Highway is identified as a Principal Arterial.
3. Lamoille Highway is referred to as State Route 227 and is under NDOT jurisdiction. NDOT has provided documentation requesting the curb and gutter not be installed along the frontage of this parcel as they feel it is not necessary to accommodate the drainage.
4. Objective 1: Provide a balanced transportation system that accommodates vehicles, bicycles, and pedestrians, while being sensitive to, and supporting the adjacent land uses.
5. Objective 5: Implement and maintain a pavement management system and curb, gutter, and sidewalk construction/maintenance program to protect the investment in existing roads.

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

SECTION 2-13-3 SIDEWALK, CURB AND GUTTER CONSTRUCTION:

1. Sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter developed; or upon lots or parcels of land which are merged or divided; or developed lots or parcels of land involving a change in building occupancy and use of land; or upon which any building expansion or new construction shall take place involving the addition of gross floor area greater than four hundred (400) square feet; or when a change of use results in a measurable increase in pedestrian or vehicular traffic; provided, however, that upon the request of the city development department or application by a property owner, tenant, lessee or a contractor duly authorized to represent said property owner and for cause shown, the city council may waive all

or part of, the requirement for the installation of the above described improvements.

2. Any request by the city development department to waive all or part of the requirement to install curb, gutter and sidewalk shall be based on the following criteria: 1) the presence or proposed installation of other substantially equivalent or superior improvements in the vicinity of the lot or parcel of land, 2) conditions on the lot or parcel of land affecting the practicability of installing the curb, gutter and sidewalk and 3) any other factors deemed by the city development department to be appropriate grounds for waiving any or all of the foregoing requirements relative to the installation of curb, gutter and sidewalk.

The letter from NDOT should be considered as evidence required to meet the request to waive requirements.

SECTION 3-2-17 TRAFFIC, ACCESS, PARKING AND LOADING REGULATIONS:

1. Civil Improvements Required: All civil improvements required pursuant to this code (to include, without limitation, title 8, chapter 18, "Public Improvement Standards", of this code) shall be completed on the full frontage of the lot, parcel or tract of real property prior to the granting of access to any city right of way or easement. Civil improvements shall be consistent with the public improvements identified in chapter 3 or 5 of this title whichever is applicable and satisfy all other requirements of this code. All civil improvements are to be approved by the city of Elko and constructed by a properly licensed contractor and certified by a properly licensed engineer.

With the installation of the missing section of sidewalk and the waiver for curb and gutter, the property would be in conformance with ECC 3-2-17.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of CGS 1-19 with waiver for curb and gutter only, sidewalk will still be installed.

RECEIVED

JAN 15 2019

January 14, 2019

Cathy Laughlin
City Planner
City of Elko
1751 College Ave
Elko, NV 89801

Dear Cathy,

I am the landlord and property owner of the building located at 1501 Lamaille Hwy, and understand that the city requires the installation of the side walk on the south part of the property.

I am giving a permission for Dr. Rachot to apply for the waiver of the side walk installation until the weather permits.

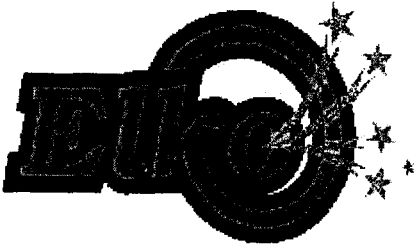
Please let me know if you have any question.

Sincerely,
DocuSigned by:

Gary Garrison

5CBE34368089447

Gary Garrison
Property owner
208-669-2521



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION TO WAIVE CURB, GUTTER AND SIDEWALK INSTALLATION

APPLICANT(s):	Medallus Urgent Care		
MAILING ADDRESS:	1780 Browning Way, Elko, NV 89801		
PHONE NO. (Home)	801-580-8198	(Business)	755-400-1510
NAME OF PROPERTY OWNER (If different):	Gary Garrison		
	<i>(Property owner consent in writing must be provided.)</i>		
MAILING ADDRESS:	1501 Lamoille Hwy, Elko, NV 89801		
ADDRESS AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):	1501 Lamoille Hwy, Elko, NV 89801		
ASSESSOR PARCEL NO(S):	001-750-016		

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 two weeks before any City Council meeting.

Fee: A \$250.00 non-refundable filing 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, distances between buildings, parking and loading areas, driveways and other pertinent information.

Note: One .pdf (email is okay) of the entire application must be submitted, as well as one set of legible, reproducible plans 8 ½" x 11" in size.

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

RECEIVED

JAN 14 2019

1. APPLICANT requests a waiver of the requirement to install curb, gutter and sidewalk as described below:

The Nevada Department of Transportation nor the City of Elko is requiring the installation of the curb and gutter.

However, the sidewalk is required but cannot be installed due to the winter weather and condition.

I hereby request that such installation be waived until the weather permits within the next 3-6 months.

2. Identify any special circumstances, features or conditions applying to the property or the surrounding area which warrant or justify the waiver (evidence that it is technically impractical to install curb, gutter and sidewalk because of circumstances beyond the reasonable control of the applicant):

See above.

3. Indicate how the granting of the waiver will not result in prejudice to other properties in the vicinity nor be detrimental to the public health, safety, and general welfare.

The building is over 10 years old and does have a sidewalk on the north part of the property.

The south side is missing a side walk but the adjacent residential home also has no sidewalk.

Therefore, having no side walk for the moment posts no harm to the public and its general welfare.

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 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 or 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

Rachot Vacharothone, MD

(Please print or type)

Mailing Address

1780 Browning Way

Street Address or P.O. Box

Elko, UT 89801

City, State, Zip Code

Phone Number:

8015808198

Email address:

rachot@medallus.com

SIGNATURE:



Digitally signed by RACHOT

Date: 2019.01.14 16:19:18

-07'00'

OFFICE USE ONLY

File No.: 1-19 **Date Filed:** 1/14/19 **Fee Paid:** \$250 cash



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
DISTRICT 3
1951 Idaho St
Elko, Nevada 89801
775-777-2700

RECEIVED

JAN 14 2019

Steve Sisolak
Governor

RUDY MALFABON, P.E., Director
In Reply Refer to:

Janaury 11, 2019

City of Elko
1751 College Ave
Elko, NV 89801

SR 227 curb and gutter

ATTN: Scott Wilkinson

Dear Mr. Wilkinson:

Regarding the proposed Urgent Care facility at the intersection of SR 227 (Lamoille Highway) and 12th Street, NDOT does not require curb and gutter, at this time, as there is open drainage and no other curb and gutter along SR 227 north of this intersection.

Should you need more information on this matter please contact me at this office.

Sincerely,

Berhane Tesfagabr
District III
Assistant District Engineer

Bt:rm

Cc: File

RECEIVED

JAN 14 2019



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a variance, related to the expansion of an existing facility located at 1225 Water Street, from Section 3-8-6 of the Elko City Code which stipulates a lowest floor elevation requirement of two feet above the base flood elevation, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **PETITIONS, APPEALS, AND COMMUNICATIONS**
4. Time Required: **20 Minutes**
5. Background Information: **The property owner is proposing an expansion of the existing facility located at 1225 Water Street. The owner's engineer has filed a variance request allowing for a lower floor elevation of 1.85 feet above base flood elevation for both the existing structure and the expansion area. The variance request of 0.15 less than the required two feet above base flood elevation stipulated in the code. The basis for the request is to match the existing floor elevation which was approved for construction under different guidelines in effect at the time of development. Additionally, City Code is more restrictive than the FEMA requirement of one foot over base flood elevation. SAW**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter dated January 24, 2019 from Thomas Ballew, High Desert Engineering including attachments**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Scott A. Wilkinson; Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Thomas Ballew, High Desert Engineering**

Thomas C. Ballew, P.E., P.L.S.
Robert E. Morley, P.L.S.
Duane V. Merrill, P.L.S.
Floyd M. Fisk, P.E.



(775) 738-4053 Phone
(775) 753-7693 Fax
640 Idaho Street
Elko, NV 89801

January 24, 2019

Scott Wilkinson, Assistant City Manager
City of Elko
1751 College Avenue
Elko, NV 89801

Re: Western Nevada Supply, 1225 Water Street, Elko, Nevada

Dear Mr. Wilkinson:

On behalf of WNP, LLC, a Nevada Limited Liability Company, owner of the above referenced property, I am requesting a variance from the City of Elko Floodplain Management Ordinance.

The parcel affected by this request is as follows:

APN 001-630-071 1225 Water Street Parcel 2, File 626040

Western Nevada Supply is in the process of expanding the existing building located on this property. This building expansion will provide additional room for parts storage and will also provide additional office space. The lowest floor of the building expansion will be constructed as a concrete slab-on-grade to match the existing building floor elevation, with no basement or crawl space.

Section 3-8-5, paragraphs A-3 and A-5, of the Elko City Code require that the lowest floor of the building be elevated to a height of two (2) feet above the base flood elevation. WNP, LLC is requesting that a variance be granted allowing the lowest floor of both the existing building and the proposed building expansion to be a minimum of 1.85 feet above the base flood elevation. This would allow the proposed expansion to be constructed at the same level as the existing building.

Section 3-8-6, paragraph C-1, of the Elko City Code allows for the granting of a variance for floor elevation requirements "for new construction, substantial improvements ... to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level". It further states that "as the lot size increases beyond one-half (1/2) acre, the technical justification required for issuing the variance increases".

Scott Wilkinson, Assistant City Manager
City of Elko

page 2 of 2

This project fits these conditions with the exception of the acreage requirement. Regarding that, it is our opinion that the fact that the proposed building expansion will match the existing building provides the additional technical justification required for issuing the variance.

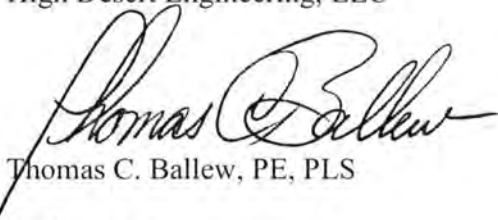
WNP, LLC is not asking to build below the base flood elevation but to build at the level of the existing building.

I have attached for your reference the following items:

- Copy of the Letter of Map Revision Determination Document, Case Number 16-09-0367P, effective date April 3, 2017, showing the location of the proposed development in relation to the zone AH flood hazard area. This document modifies the zone AH flood hazard elevation shown on the City of Elko Flood Insurance Rate Map, map number 32007C5609E, dated September 4, 2013.
- Copy of the City of Elko Flood Insurance Rate Map, map number 32007C5609E, dated September 4, 2013.
- Preliminary Grading Plan, prepared by Carter Engineering, LLC, showing the horizontal and vertical locations of the existing building, the proposed expansion and the existing ground topography.

Thank you for your consideration of this matter. Please feel free to contact me if you have any questions or require any additional information regarding this request.

Sincerely,
High Desert Engineering, LLC



Thomas C. Ballew, PE, PLS

enclosures

cc Bill Cassinelli, Western Nevada Supply (w/ attachments)
Pat Walsh, ZGA Architects (w/ attachments)



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Elko Elko County Nevada	DETENTION BASIN FILL	HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 320010		
IDENTIFIER	Great Basin Estates And Silver Street Business Park - Phase 2, Elko Nevada		APPROXIMATE LATITUDE & LONGITUDE: 40.840, -115.743 SOURCE: Precision Mapping Streets DATUM: NAD 83
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 32007C5609E DATE: September 4, 2013 TYPE: FIRM* NO.: 32007C5628E DATE: September 4, 2013		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: September 4, 2013 NEW PROFILE: 86P SUMMARY OF DISCHARGES TABLE: 6	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map;

FLOODING SOURCE(S) & REVISED REACH(ES)

See Page 2 for Additional Flooding Sources

Eightmile Creek - From just upstream of Western Pacific Railroad to approximately 610 feet upstream of Western Pacific Railroad.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Eightmile Creek	Zone AH	Zone X (shaded)	NONE	YES
	BFEs	No BFEs	NONE	YES
	Zone AH	Zone AH	NONE	YES
	Zone AO	Zone X (shaded)	NONE	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

16-09-0367P

102-I-A-C



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER FLOODING SOURCES AFFECTED BY THIS REVISION

FLOODING SOURCE(S) & REVISED REACH(ES)

Gateway Channel - From the confluence with Humboldt River (at Elko) to approximately 40 feet downstream of Last Chance Road.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Gateway Channel	Zone AE	Zone AE	NONE	YES
	Zone X (unshaded)	Zone AE	YES	NONE
	Zone AH	Zone AE	NONE	YES
	Zone AO	Zone AE	NONE	YES
	BFEs	BFEs	YES	YES

* BFEs - Base Flood Elevations

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacbitt, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

16-09-0367P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

16-09-0367P

102-I-A-C



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Jeffrey D. Lusk
Director, Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway Street, Suite 1200
Oakland, CA 94607-4052
(510) 627-7175

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *The Elko Daily Free Press*

Dates: November 25, 2016 and December 2, 2016

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Rick F. Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Table 6 – SUMMARY OF PEAK DISCHARGES (cont.)

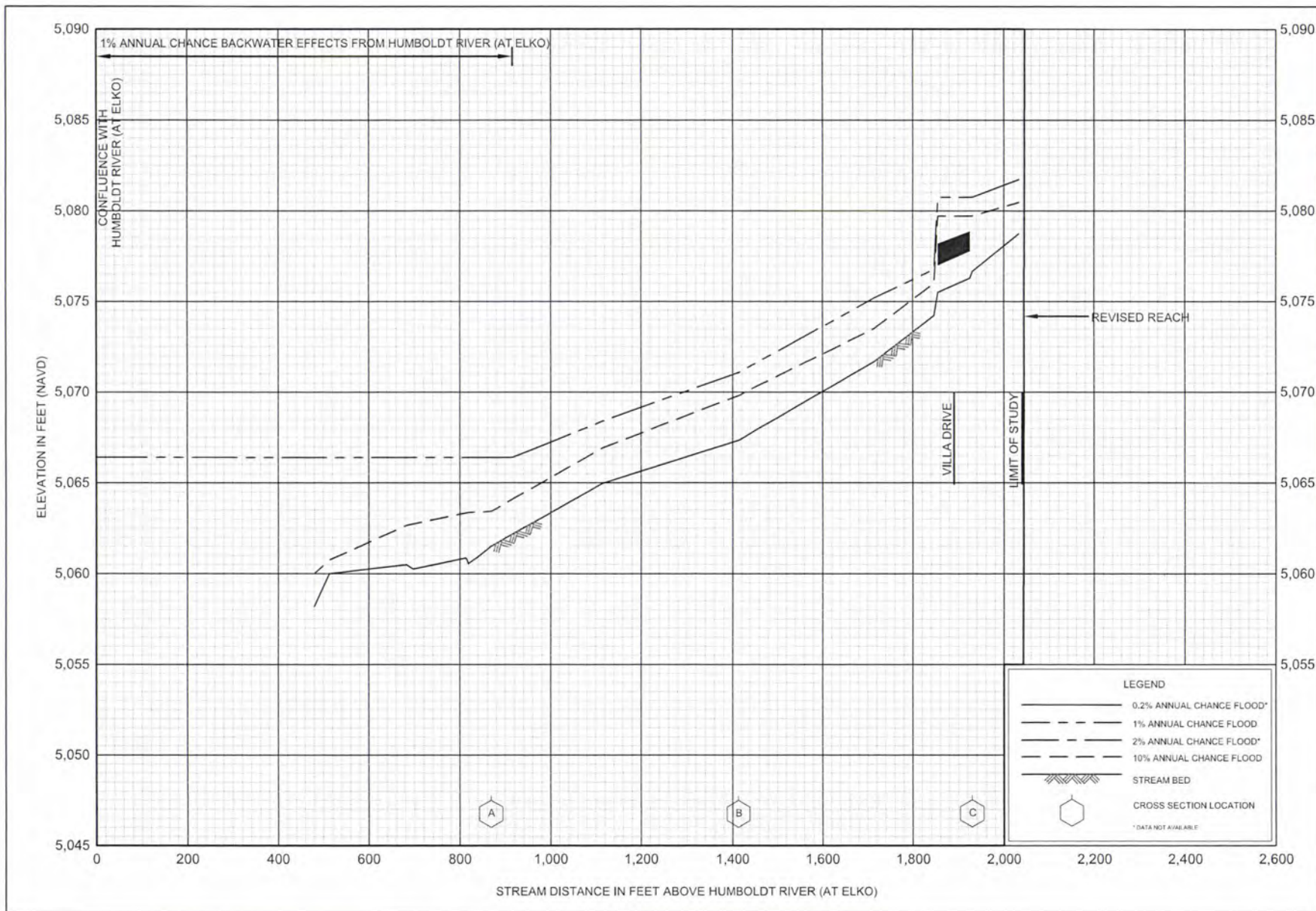
<u>Flooding Source and Location</u>	<u>Drainage Area (sq. mi.)</u>	<u>Peak Discharges (cfs)</u>			
		<u>10-Percent- Annual-Chance</u>	<u>2-Percent- Annual-Chance</u>	<u>1-Percent- Annual-Chance</u>	<u>0.2-Percent- Annual-Chance</u>
Gateway Channel					
At the confluence with Humboldt River (at Elko)	--	147	--	654	--

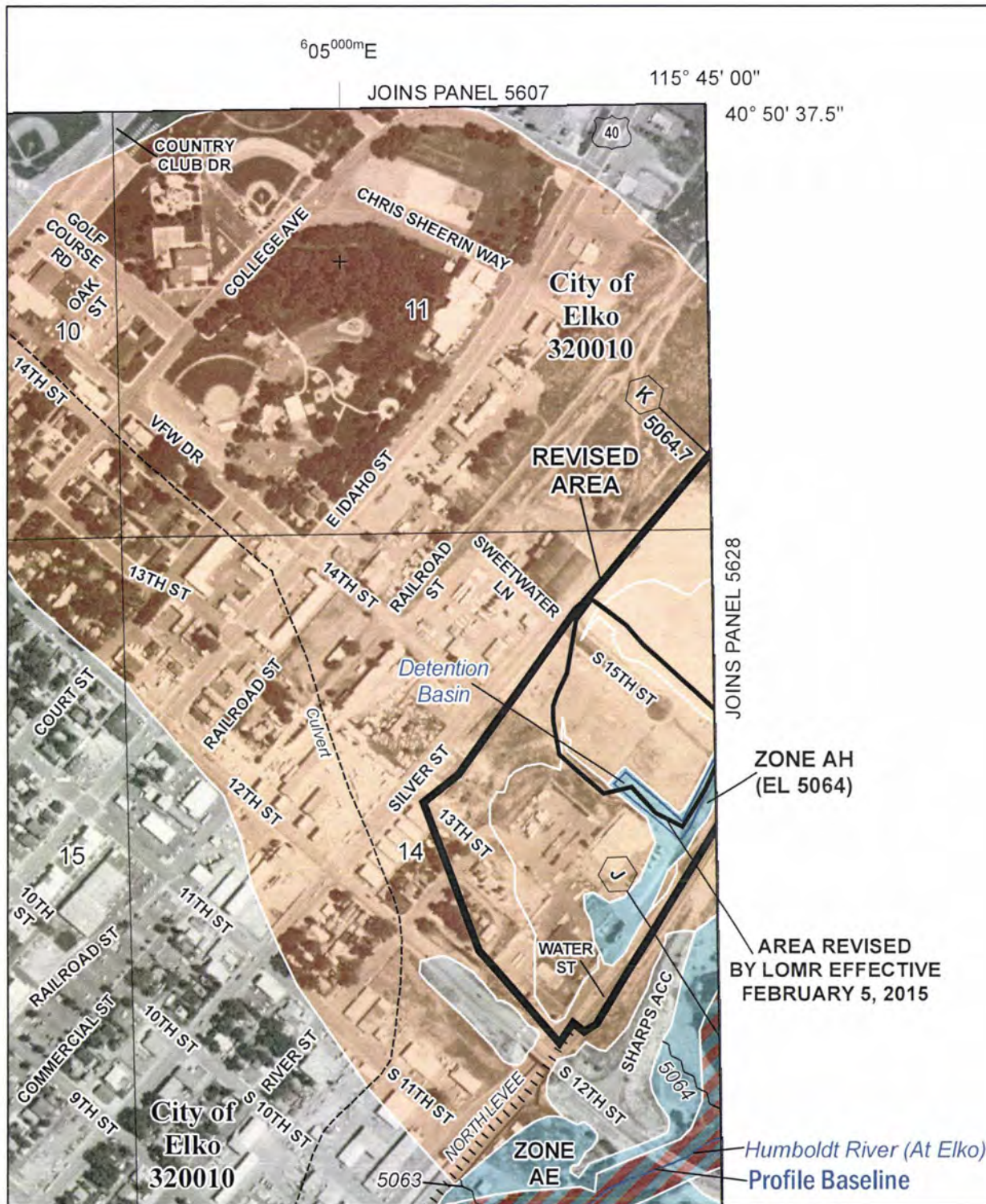
↑
REVISED DATA

-- Data not available

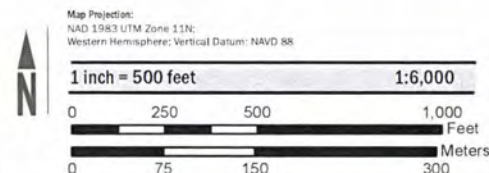
30(a)

REVISED TO
REFLECT LOMR
EFFECTIVE: April 3, 2017





SCALE



National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

ELKO COUNTY, NEVADA
and Incorporated Areas

PANEL 5609 OF 8425

Panel Contains
COMMUNITY
ELKO, CITY OF
ELKO COUNTY

NUMBER
320010
320027

PANEL SUFFIX
5609 E
5609 E

**REVISED TO
REFLECT LOMR
EFFECTIVE: April 3, 2017**

VERSION NUMBER
1.1.1.0

MAP NUMBER
32007C5609E

EFFECTIVE DATE
SEPTEMBER 4, 2013

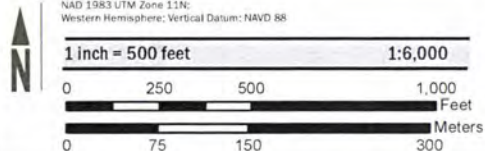
115° 45' 00"

JOINS PANEL 5626

5068



Map Projection:
NAD 1983 UTM Zone 11N;
Western Hemisphere; Vertical Datum: NAVD 88



National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

ELKO COUNTY, NEVADA
and Incorporated Areas

PANEL 5628 OF 8425

Panel Contains
COMMUNITY
ELKO, CITY OF
ELKO COUNTY

NUMBER
320010
320027

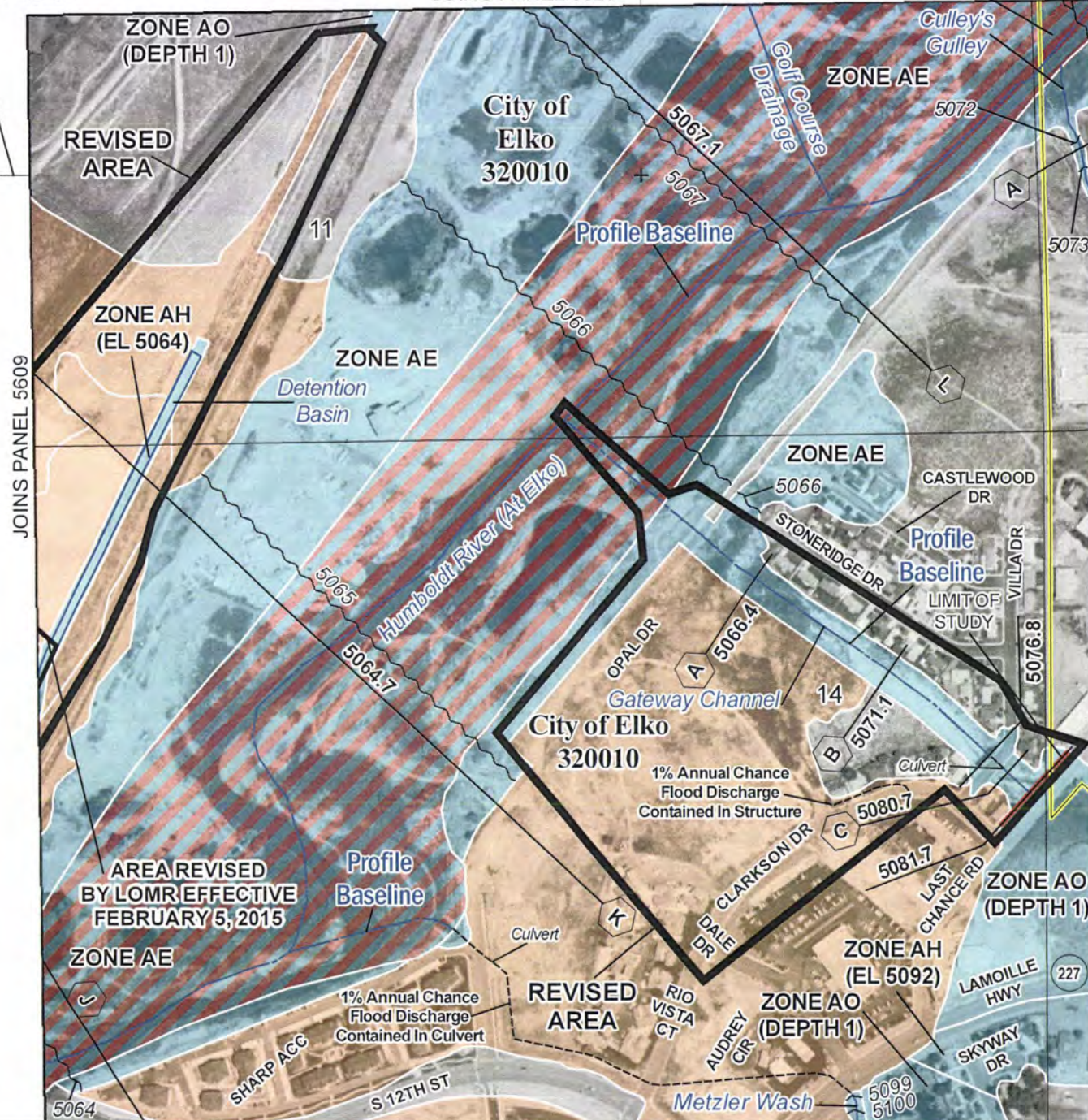
SUFFIX
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REVISED TO
REFLECT LOMR
EFFECTIVE: April 3, 2017

VERSION NUMBER
1.1.1.0

MAP NUMBER
32007C5628E

EFFECTIVE DATE
SEPTEMBER 4, 2013



NOTES TO USERS

This map is a product of the National Flood Insurance Program, a federal program that provides flood insurance to property owners. The map is based on data provided by the Federal Emergency Management Agency (FEMA) and is intended for informational purposes only. It is not a guarantee of accuracy and should not be used for legal or financial purposes. The map is subject to change without notice and is not a contract. The map is provided as a service to the public and is not a product of the National Flood Insurance Program. The map is not a guarantee of accuracy and should not be used for legal or financial purposes. The map is subject to change without notice and is not a contract. The map is provided as a service to the public and is not a product of the National Flood Insurance Program.

Base Flood Elevation
The base flood elevation is the minimum elevation that a structure must be built to in order to be eligible for flood insurance. The base flood elevation is determined by FEMA and is based on a 1% annual chance flood. The base flood elevation is not a guarantee of accuracy and should not be used for legal or financial purposes. The base flood elevation is subject to change without notice and is not a contract. The base flood elevation is provided as a service to the public and is not a product of the National Flood Insurance Program.

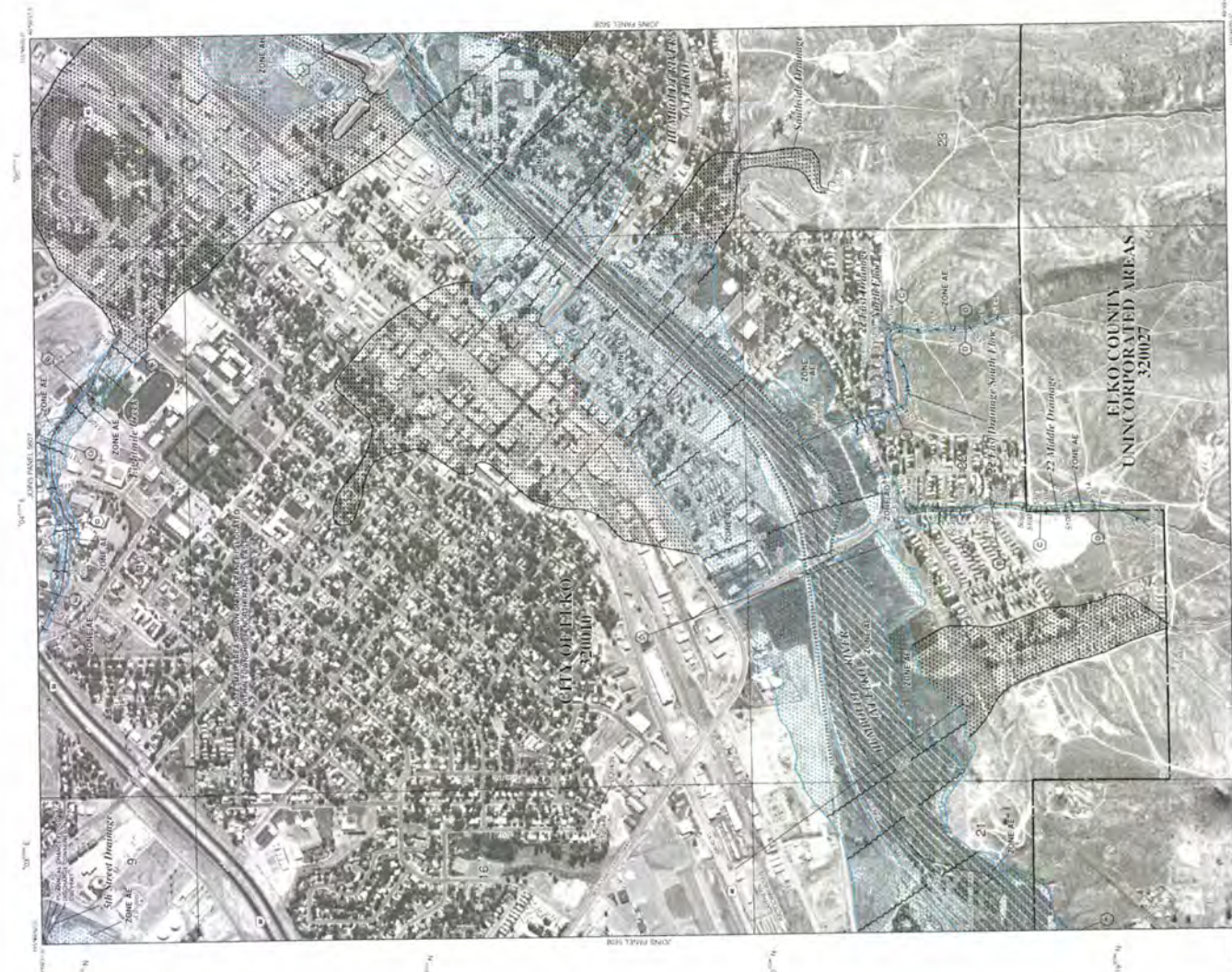
Special Flood Hazard Areas
Special Flood Hazard Areas (SFHAs) are areas that are at a higher risk of flooding than other areas. SFHAs are designated by FEMA and are based on a 1% annual chance flood. SFHAs are not a guarantee of accuracy and should not be used for legal or financial purposes. SFHAs are subject to change without notice and are not a contract. SFHAs are provided as a service to the public and are not a product of the National Flood Insurance Program.

Other Areas
Other areas are areas that are not designated as SFHAs. Other areas are designated by FEMA and are based on a 1% annual chance flood. Other areas are not a guarantee of accuracy and should not be used for legal or financial purposes. Other areas are subject to change without notice and are not a contract. Other areas are provided as a service to the public and are not a product of the National Flood Insurance Program.

Map Scale
The map scale is 1 inch = 500 feet. The map scale is not a guarantee of accuracy and should not be used for legal or financial purposes. The map scale is subject to change without notice and is not a contract. The map scale is provided as a service to the public and is not a product of the National Flood Insurance Program.

Map Date
The map date is 10/1/2010. The map date is not a guarantee of accuracy and should not be used for legal or financial purposes. The map date is subject to change without notice and is not a contract. The map date is provided as a service to the public and is not a product of the National Flood Insurance Program.

10/1/2010



10/1/2010

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood is the minimum flood elevation that a structure must be built to in order to be eligible for flood insurance. The 1% annual chance flood is determined by FEMA and is based on a 1% annual chance flood. The 1% annual chance flood is not a guarantee of accuracy and should not be used for legal or financial purposes. The 1% annual chance flood is subject to change without notice and is not a contract. The 1% annual chance flood is provided as a service to the public and is not a product of the National Flood Insurance Program.

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Map Title
The map title is 'FIRM FLOOD INSURANCE RATE MAP ELKO COUNTY, NEVADA AND INCORPORATED AREAS'. The map title is not a guarantee of accuracy and should not be used for legal or financial purposes. The map title is subject to change without notice and is not a contract. The map title is provided as a service to the public and is not a product of the National Flood Insurance Program.

Panel Number
The panel number is 'PANEL 5009E'. The panel number is not a guarantee of accuracy and should not be used for legal or financial purposes. The panel number is subject to change without notice and is not a contract. The panel number is provided as a service to the public and is not a product of the National Flood Insurance Program.

Effective Date
The effective date is 'SEPTEMBER 4, 2013'. The effective date is not a guarantee of accuracy and should not be used for legal or financial purposes. The effective date is subject to change without notice and is not a contract. The effective date is provided as a service to the public and is not a product of the National Flood Insurance Program.

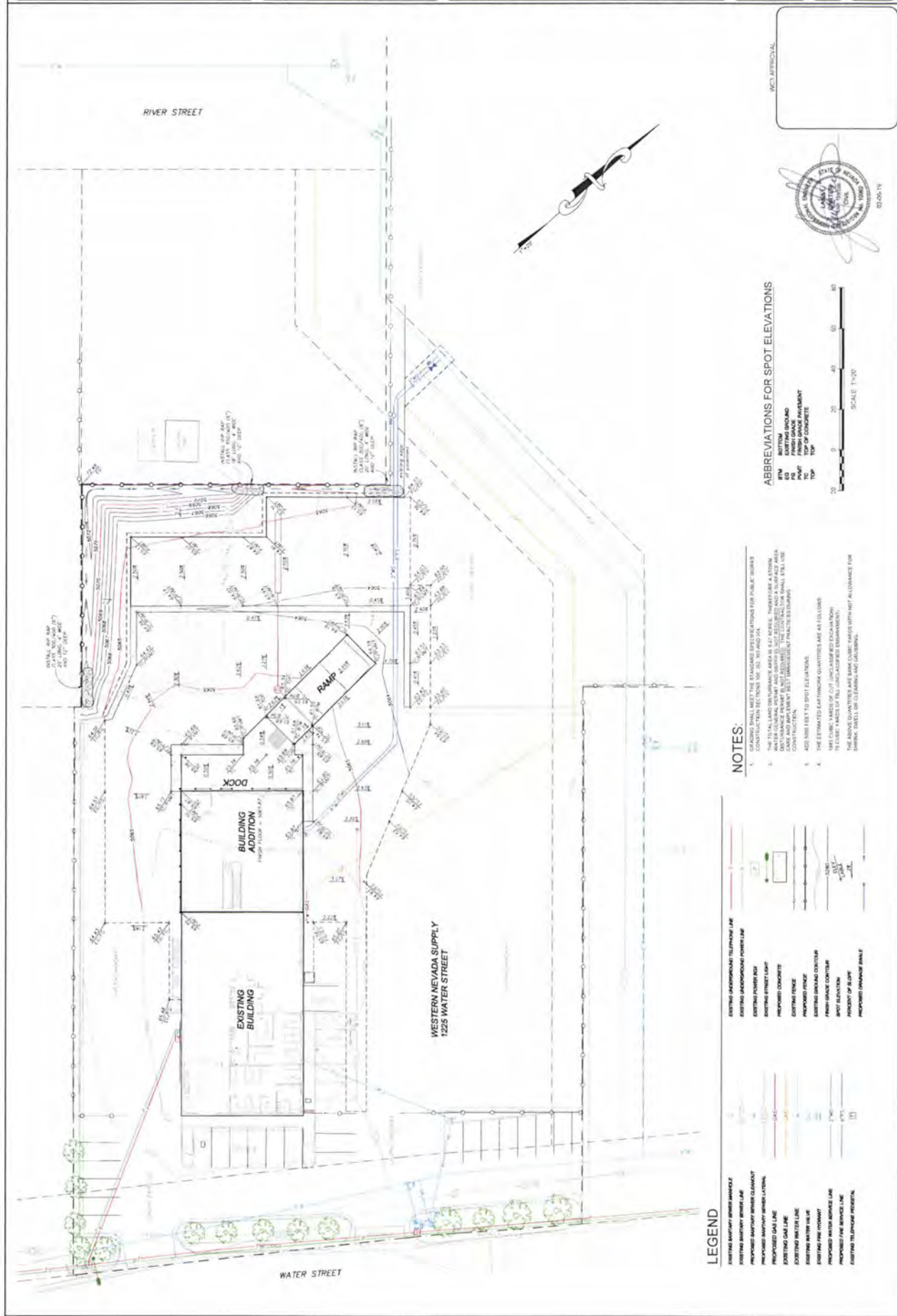
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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action concerning a Letter of Protest by current property owners concerning the fence height related to the development of the storage facility located at the intersection of 12th Street and Opal Drive and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **PETITIONS, APPEALS, AND COMMUNICATIONS**
4. Time Required: **20 Minutes**
5. Background Information: **The City received a letter of protest on January 22, 2019. The letter of protest is dated January 18, 2019 and relates to the height of the screen wall constructed on the abutting commercial development, which is a storage unit facility. The reason for the complaint is that the constructed screen wall blocks the complainants' views and thus affects their home values.**

Conditional Use Permit 3-17 for the development was approved by the Planning Commission on July 18, 2017. Condition 10 of the approval required construction of the screen wall as shown on the plans. The plans show a screen wall with a minimum height of eight feet, six inches and a maximum height of nine feet, six-and one-half inches. The plans identified a solid concrete masonry unit (CMU) wall with a natural concrete finish. The developer has installed a solid precast wall approximately eight feet in height on the 12th Street and Opal Drive frontages.

Pursuant to City Code Section 3-2-18(E), the Planning Commission makes the final determination on conditional use permits, subject to the right of appeal as set forth in Section 3-2-25. However, in this case, there was no appeal of the conditional use permit and the time limit of ten (10) calendar days after the decision for filing an appeal with the City Clerk, required by Section 3-2-25(A) of the City Code, has expired. SAW

6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**

7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Memo from the Assistant City Manager; Planning Commission Action Report dated July 18, 2017; Site Plan and Elevation Plan included with Conditional Permit Application 3-17 and Planning Commission Minutes dated July 18, 2017.**

Agenda Item VIII.B.

9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution:

From: Residents of Great Basin Jan 18, 2019
Capp Homes Estates

Letter of Protest

Re: Elite Storage



the ChainLink privacy fence
being installed behind our homes
on Flagstone Drive.

the fences are blocking our
views and affecting our home
values.

the fences could be installed
no higher than our property
fences and still give 'privacy' for
the storage units.

they also want to remove + put back our fences
they can't

771-334-6179

addr: 1735 Flagstone Dr. Ron & Sandy Chappell
addr: 1719 Flagstone Dr Elizabeth & Sixto Nunez
addr: 1703 Flagstone Dr. Big EL

Copies to: Elko City Hall / Counsel
Elko Daily Newspaper
Elite Storage Job site



City of Elko - Assistant City Manager
1751 College Avenue
Elko, NV 89801
(775) 777-7211
FAX (775) 777-7219

Memorandum

To: City Council
From: Scott A. Wilkinson – Assistant City Manager *SAW*
RE: Letter of Protest – Elite Storage
Date: February 5, 2019

A letter of protest dated January 18, 2109 was received by the City on January 22, 2019. The protest concerns the screen wall height under construction with the development of the abutting property.

The appellants are:

Mr. and Mrs. Chappell; 1735 Flagstone Drive
Mr. and Mrs. Nunez; 1719 Flagstone Drive
Mr. and Mrs. Bench; 1703 Flagstone Drive

The complaint centers on the following issues:

1. The proposed height of the screen wall is blocking the view.
2. The proposed height of the screen wall is compromising the property values.
3. The height of the screen wall could be reduced to the height of the appellant's fences and provide for security of the property.

Resolution 26-17 amending the zone district from Commercial Transitional to General Commercial was approved by the City Council on August 22, 2017. The Planning Commission forward a recommendation at its meeting on July 18, 2017. There was no public testimony at the City Council or the Planning Commission meetings.

Conditional Use Permit (CUP) 3-17 for the development was approved by the Planning Commission on July 18, 2017. Condition 10 of the approval required construction of the screen wall as shown on the plans. The plans show a screen wall with a minimum height of eight feet six inches to a maximum height of nine feet and six and one half inches. The plans identified a

CMU wall with a natural concrete finish. The developer has installed a precast wall approximately eight feet in height on the 12th Street and Opal Drive frontages.

There was no appeal of the conditional use permit hearing. The time limit of ten (10) calendar days stipulated in Section 3-2-25 of city code has expired.

The property owners listed in the letter of protest were not the property owners at the time of noticing for the CUP. The notices were mailed on July 7, 2017 to property owners as required under NRS and City Code.

Mrs. Sandy Chappell was notified, verbally, on February 4, 2019, that the Developer of the property was expected apply for a modified conditional use permit. Dependent on the timing of the application, the new conditional use permit application is expected to be presented to the Planning Commission on March 5, 2019.

The permittee has initiated construction of the project under the conditions granted with the approval of CUP 3-17 and city code.

It is unclear, outside of the appeal process provisions of City code, that the Council may reconsider the conditions for approval of a conditional use permit.

Additionally:

1. There are no provisions in code protecting view sheds. No information addressing the conflict with the view was presented.
2. Information supporting the appellants claim that the height of the screen wall is compromising the property values was not provided.
3. Screen walls are intended to screen a use from an abutting use.



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Special Meeting of July 18, 2017

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on July 18, 2017 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-18 (F) of the City Code:

Conditional Use Permit No. 3-17, filed by Dave Mitton, Signature Developers, on behalf of Riverside Villas II, LLC, which would allow for the development of a storage unit facility within a C (General Commercial) Zoning District and abutting a (R) Residential Zoning District, and matters related thereto.

The subject property is located generally on the Southeast corner of Opal Drive and 12th Street. (APN 001-630-056)

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission conditionally approves Conditional Use Permit No. 3-17 subject to the conditions in the City of Elko Staff Report dated July 10, 2017, listed as follows:

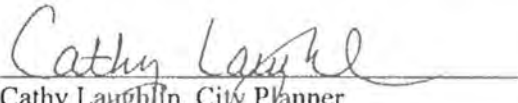
1. The conditional use permit is granted to the property owner allowing for the development of commercial storage units with an onsite apartment.
2. The permit shall be personal to the property owner and applicable only to the specific use and to the specific property for which it is issued. However, the Planning Commission may approve the transfer of the conditional use permit to another owner. Upon issuance of an occupancy permit for the conditional use, signifying that all zoning and site development requirements imposed in connection with the permit have been satisfied, the conditional use permit shall thereafter be transferable and shall run with the land, whereupon the maintenance or special conditions imposed by the permit, as well as compliance with other provisions of the zoning district, shall be the responsibility of the property owner.
3. The conditional use permit shall automatically lapse and be of no effect one year from the date of its issue unless the permit holder is actively engaged in developing the specific property in use for which the permit was issued.
4. Provide sight triangle analysis for intersections.
5. Landscaping shall be such that it does not impact sight triangle.
6. Landscaping is required in conformance with City Code. Landscaping of the 12th Street and Opal Drive right-of-ways is required and may be factored in determining conformance with the code. All landscaping shall be maintained in a manner acceptable to the City of Elko at all times.
7. Lighting shall be cutoff and shielded from the residential properties
8. The Conditional Use Permit is to be recorded as a condition of the Certificate of Occupancy.
9. Conformance with 9-8 of Elko City Code is required to cutoff peak flow increases in storm water discharges.

10. Screen wall as shown on plans to be constructed.

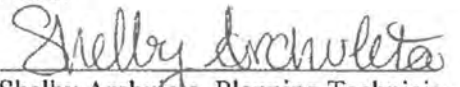
11. Access to the property shall be limited to Opal Drive as shown on the plans.

The Planning Commission's findings to support its recommendation are the conditional use permit is in compliance with the City of Elko Master Plan Land Use, the existing transportation infrastructure, and the Transportation Component of the Master Plan. The site is suitable for the proposed use. The proposed development is in conformance with the City Wellhead Protection Program. The proposed use is consistent with surrounding land uses. The proposed use is in conformance with City of Elko Code Sections 3-2-3, 3-2-4, 3-2-10(B), 3-2-17, and 3-2-18. Development under the proposed conditional use will not adversely impact natural systems or public federal lands, such as waterways, wetlands, drainages, floodplains, etc., or pose a danger to human health and safety.

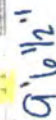
The applicant is advised of the right to appeal this decision to the City Council within 10 days of the date of approval as stated above.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Jeremy Draper, Development Manager (via email)
Shanell Owen, City Clerk



Commissioner Freistroffer understanding was that the City may have permitted the structure for 15 feet or permitted it for 13 feet, it's not really known. That has essentially created a permitted building and that is this buildings special conditional that doesn't apply to other buildings in this zone, which is an important part of the variance. Mr. Freistroffer then asked to bring up the Variance Code and went through requirements for variances and the different ways this application meets that code.

Commissioner Tera Hooiman added that by allowing a single variance they wouldn't be setting a precedence for all surrounding properties.

Commissioner Freistroffer added that this is not something that generally applies to other dwellings in the district.

Commissioner Hodur said out of the six items he didn't see any that weren't being fulfilled.

*****Motion: Recommend approval of Variance No. 4-17 with the conditions listed in the City of Elko Staff report dated July 7, 2017, listed as follows:**

Development Department:

1. The approval is for the enclosure of the existing carport and the encroachment into the front yard setback, not the expansion of the footprint of the building.

Building Department:

1. Compliance with Garage/Dwelling separation requirements as per 2009 IRC 302.5-302.6

Planning Department:

1. Compliance with all staff recommendations.

Commissioner Hodur's findings were that proposed variance is consistent with the Land Use and Transportation Component of the Master Plan. It does not appear that granting the variance will result in material damage or prejudice to other properties in the vicinity. Granting of the variance does not appear to be detrimental to the interest, health, safety and general welfare of the public. Granting of the variance will not substantially impair the intent or purpose of the zoning ordinance. Granting of the variance will not impair natural resources. The proposed variance is consistent with the surrounding land uses. The proposed variance is in conformance with 3-2-4, 3-2-21, 3-2-22, and 3-8 of the Elko City Code.

Moved by Kevin Hodur, Seconded by Stefan Beck.

****Motion passed unanimously. (6-0)***

4. Review, consideration, and possible action of Rezone No. 7-17, filed by Dave Mitton of Signature Developers, on behalf of Riverside Villas II, LLC, for a change in zoning from CT (Commercial Transitional) and C (General Commercial) to C (General Commercial), approximately 3.077 acres of property, to allow for the

development of a storage unit facility, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located generally on the northeast corner of Opal Drive and S. 12th Street. (APN 001-630-056)

Dave Mitton, 45 Teton Drive. Lindon, UT 84042, stated that they have a tremendous investment at Opal Drive and have been working on that property for about 10 years. They also own 156 apartments across the street, so they care about what's going to go there, how it looks and feels, and about mitigating dust during construction. They have done a tremendous amount of research and two market studies to try to determine what to put on this property. What they are trying to do is serve a segment of the storage unit market, which is highly under served in the Elko community, and that would be two areas. One being temperature controlled and dust free storage and the other one is secure RV storage with secure lot surveillance and 24 hour security. They are proposing to build a storage unit facility, not necessarily like anything currently in Elko. They won't compete with the self-storage facilities, they are bringing a new type of product. It will have a fortress configuration with an 8 foot perimeter wall that completely surrounds the property. It will be a masonry wall or made from preformed concrete casts. There will also be security cameras on all corners of the property and within the actual storage unit facility. He then explained the planned location for the proposed buildings and what they will be for. There will also be an onsite apartment building for the onsite property manager. They will be bringing in a compactable road base instead of gravel to keep the dust down.

Commissioner Stefan Beck asked if Mr. Mitton was going out of his way for pavement.

Mr. Mitton explained that they are not required to pave the entire area, but they are going to, which will significantly reduce the dust.

Ms. Laughlin reminded the Commission that they are discussing the rezone. The property currently has a dual zoning on it. It has Commercial towards 12th Street and Commercial Transitional in the rear of the property. The GIS shows a small sliver of PUD, but that is not accurate. The application is asking for the CT and C Zoning to be rezoned to all C. The reason is that storage units would be required to be a Conditional Use Permit allowed under Commercial Zoning. The applicants have also applied for a Conditional Use Permit for the future development. Staff also feels that it is important to remind the Commission that the adjacent residential subdivision is protected no matter what this property is zoned, because it is adjacent to residential, therefore requires a Conditional Use Permit. Ms. Laughlin recommended approval of the rezone.

Mr. Thibault recommended approval and stated that he would be happy to see this property with multiple zones on it cleaned up.

Mr. Holmes had no comments or concerns at this point in the project.

Mr. Wilkinson said that the positive side is ending up with one zone on one parcel. Typically it would be cause for hesitation to get rid of a transitional zone abutting a residential area, but since a Conditional Use Permit is required under either zone, regardless of the development, the Planning Commission has the opportunity to evaluate that and to determine whether there are

appropriate conditions to mitigate any issues. Mr. Wilkinson recommended approval based on that.

Commissioner Dalling thought it made sense to clean it up.

*****Motion: Forward a recommendation to City Council to adopt a resolution, which would approve Rezone No. 7-17.**

Commissioner Hodur's findings were that the zone change is in conformance with the City of Elko Master Plan Land Use Component. Development under the proposed rezone will not adversely impact natural systems or Public Federal Lands, such as water ways, wetlands, drainages, flood plains, etc., or pose a danger to human safety and health. The proposed rezone is consistent with the existing transportation infrastructure, surrounding land uses, and City of Elko Wellhead Protection Plan. The proposed rezone is in conformance with Elko City Code 3-2-4(B) and (C), 3-2-17, and 3-2-10(B).

Moved by Kevin Hodur, Seconded by Stefan Beck.

**Motion passed unanimously. (6-0)*

5. Review, consideration, and possible action on Conditional Use Permit No. 3-17, filed by Dave Mitton, Signature Developers, on behalf of Riverside Villas II, LLC, which would allow for the development of a storage unit facility within a C (General Commercial) Zoning District and abutting a (R) Residential Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located generally on the Southeast corner of Opal Drive and 12th Street. (APN 001-630-056)

Ms. Laughlin explained that the Commissioners had, in front of them, a City of Elko Staff Report, which is a little different than the one in the packet. She asked the Commissioner's to reflect on the Staff Report that was handed out, instead of the one that was included in the packet. The Conditional Use Permit for this new development of storage units is required by City Code for three different areas. First a storage unit in a Commercial Zoned property, the second one being adjacent to residential properties, and the third one for having the mixed use, as they are proposing to have a residential unit on site. In discussion, we look at all of the conditions of the property and the development that they have proposed. The screen wall has been addressed, as well as landscaping. Staff is satisfied with those conditions. We have discussed dust control and gate access. Ms. Laughlin recommended approval of the Conditional Use Permit, but there are 11 conditions listed in the Staff Report. She then went over the proposed conditions. In the plans they are showing the buildings to be of block, and they are proposing that that could possibly be a different material but it will be a similar color to the surrounding area.

Mr. Thibault recommended approval.

Mr. Holmes had no comments or concerns.

Mr. Wilkinson thought on the first condition that the Commission should add "including a mixed use residential apartment for on site management".

Commissioner Freistroffer asked if the Planning or Development Departments had any comments on how to proceed with dust mitigation, in this case or future cases, when there is Commercial development abutting residential areas. Currently we have a screen wall requirement, but screen walls do not keep out dust. He wondered if there was anything in code about dust.

Ms. Laughlin explained that the Elko City Code doesn't require paved surfaces for storage units. They are not considered parking lots, so therefore they are not required to be paved. There are several other storage units throughout town that do not have paving between their buildings or the surrounding area. Ms. Laughlin thought they were addressing the issue in their design. It would be hard to require a hard surface when it's not in the code.

Commissioner Freistroffer thought it was interesting that a lot where you drive recreational vehicles in and out wasn't considered a parking lot.

Ms. Laughlin explained that they are not high traffic areas.

Mr. Wilkinson said they deal with air, water, and soil. One of the things they are faced with, which comes from the EPA, is that peak flow increases and runoff are now considered a pollutant. One thing that happens if the asphaltic surfaces are draining to a more porous area, you get some benefit. Another consideration is that there are several months out of the year where you don't have to worry about dust concerns. The traffic volume is also so low in these type of facilities, it wouldn't be an area that generates a lot of dust on any given day.

Commissioner Freistroffer thought it was interesting that they are concerned about landscaping and screen walls in the Code when a C abuts an R, but not anything traveling through the air. We are being consistent with other projects that have been done.

Mr. Wilkinson pointed out that they could always revisit the Code if they feel that's a problem. More recently we passed park n ride development and allowed for the majority of the travel surface to not require paving. We did put restrictions on size requirements and restricted them to certain districts.

Commissioner Dalling didn't see a problem with the air pollution. He thought it was a great project. Elko does need storage.

Commissioner Freistroffer liked the project and the quality. It's something different than what we have in Elko. We've worked with this developer before and their work is high quality.

*****Motion: Conditionally approve Conditional Use Permit No. 3-17 with conditions in the City of Elko Staff Report dated July 10, 2017, listed as follows:**

1. The conditional use permit is granted to the property owner allowing for the development of commercial storage units with an onsite apartment.
2. The permit shall be personal to the property owner and applicable only to the

specific use and to the specific property for which it is issued. However, the Planning Commission may approve the transfer of the conditional use permit to another owner. Upon issuance of an occupancy permit for the conditional use, signifying that all zoning and site development requirements imposed in connection with the permit have been satisfied, the conditional use permit shall thereafter be transferable and shall run with the land, whereupon the maintenance or special conditions imposed by the permit, as well as compliance with other provisions of the zoning district, shall be the responsibility of the property owner.

3. The conditional use permit shall automatically lapse and be of no effect one year from the date of its issue unless the permit holder is actively engaged in developing the specific property in use for which the permit was issued.
4. Provide sight triangle analysis for intersections.
5. Landscaping shall be such that it does not impact sight triangle.
6. Landscaping is required in conformance with City Code. Landscaping of the 12th Street and Opal Drive right-of-ways is required and may be factored in determining conformance with the code. All landscaping shall be maintained in a manner acceptable to the City of Elko at all times.
7. Lighting shall be cutoff and shielded from the residential properties
8. The Conditional Use Permit is to be recorded as a condition of the Certificate of Occupancy.
9. Conformance with 9-8 of Elko City Code is required to cutoff peak flow increases in storm water discharges.
10. Screen wall as shown on plans to be constructed.
11. Access to the property shall be limited to Opal Drive as shown on the plans.

Commissioner Hodur's findings to support the recommendation was the conditional use permit is in compliance with the City of Elko Master Plan Land Use, the existing transportation infrastructure, and the Transportation Component of the Master Plan. The site is suitable for the proposed use. The proposed development is in conformance with the City Wellhead Protection Program. The proposed use is consistent with surrounding land uses. The proposed use is in conformance with City of Elko Code Sections 3-2-3, 3-2-4, 3-2-10(B), 3-2-17, 3-8, and 3-2-18. Development under the proposed conditional use will not adversely impact natural systems or public federal lands, such as waterways, wetlands, drainages, floodplains, etc., or pose a danger to human health and safety.

Moved by Kevin Hodur, Seconded by Jeff Dalling.

**Motion passed unanimously. (6-0)*

The Planning Commission took a break from 7:14 p.m. to 7:20 p.m.

B. MISCELLANEOUS ITEMS, PETITIONS, AND COMMUNICATIONS

2. Review, consideration and possible action on Temporary Use Permit No. 1-17, filed by the Elko County School District, on behalf of Adobe Middle School, to allow the continued use of two modular classroom facilities, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located generally on the west side of Jennings Way approximately 135 feet north of Cortney Drive (3375 Jennings Way).\

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 1-19, a resolution and order vacating 5' of the existing 10' public utility and drainage easement along the southwesterly lot line of parcel referred to as APN 001-61J-028, filed and processed as Vacation No. 4-18 filed by Koinonia Construction, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 12, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Council accepted a petition for the subject vacation at its regular meeting of December 18, 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 special meeting January 3, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-18 with findings in support of its recommendation. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff report, application and related materials**
9. Recommended Motion: **Adopt Resolution No. 1-19, which contains conditions as recommended by the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Koinonia Construction LLC
207 Brookwood Drive
Elko, NV 89801**

Carter Engineering
lanacarter@live.com

**CITY OF ELKO
RESOLUTION NO. 1-19**

**A RESOLUTION AND ORDER VACATING A PORTION OF THE PUBLIC UTILITY
AND DRAINAGE EASEMENT APPROXIMATELY 592 SQUARE FEET AND
ABUTTING APN 001-61J-028 WHICH IS LOCATED WITHIN THE CITY OF ELKO,
NEVADA, TO THE ABUTTING PROPERTY OWNER, I.E., COPPER TRAILS, LLC.**

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

WHEREAS, the Elko City Council, at a regular meeting held on December 18, 2018, unanimously voted to accept the submitted petition for vacation and further directed City Staff to continue with the vacation process by referring the matter to the Planning Commission for a report of findings and recommendation to be prepared and submitted to the City Council; and,

WHEREAS, the Elko City Planning Commission, at their special meeting of January 3, 2019, voted to forward a recommendation of approval for the subject vacation; and,

WHEREAS, the Elko City Council finds that a Notice of Intent to vacate a portion of the public utility and drainage easement was published and mailed by priority mail with confirmation of delivery to all affected property owners, as required by law, as more fully appears from the Affidavit of Publication and Mailing Confirmation(s) on file in the Clerk's Office of the City of Elko; and,

WHEREAS, at the time and place set in the Notice, to-wit: the hour of 5:30 p.m. on February 12, 2019, in the City Hall Council Chambers, Elko, Nevada, a hearing before the Elko City Council was duly held and no persons having appeared to object to the proposed vacation and the City Council having deemed it for the best interests of the City and the public that the area be vacated and that no person or persons would be materially injured thereby; and,

WHEREAS, it appearing to the satisfaction of the Elko City Council that the portion of the public utility and drainage easement of approximately 592 square feet situate in the City of Elko, Nevada, located generally on the southwest side of APN 001-61J-028 is no longer required for public use and convenience and that vacation thereof will inure to the benefit of the City of Elko and be for the best interest of the City and the public, and that neither the public nor any person will be materially injured thereby; the legal description is set forth in Exhibit A with the map as Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL as follows:

I.

That the portion of public utility and drainage easement situate in the City of Elko, Nevada, described and shown on Exhibits A and B attached hereto, be, and the same is hereby vacated upon fulfillment of the following conditions:

1. **The applicant is responsible for all costs associated with the recordation of the vacation.**
2. **Written responses from all non-City utilities are on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**

That, subject to the conditions set forth in this Resolution, all right, title interest and estate of the City of Elko in that portion of the public utility and drainage easement located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **Copper Trails, LLC, a Nevada Limited Liability Company**, as owner of the parcel abutting the property being vacated, provided further that this vacation and the title of the abutting owner received pursuant thereto, shall be subject to all poles, lines, cables, pipes, drains, utility installations and easements now existing.

II.

That the City of Elko and the Elko City Council, officers and employees thereof, make no warranties, covenants, representations, or guarantees as to the validity of this vacation procedure, or as to the right, title, interest or estate, if any, any person or entity may acquire as the result thereof.

III.

That the City Clerk of the City of Elko shall certify the copy of this Resolution and Order, and this Resolution and Order shall be recorded upon fulfillment of the above noted conditions, in the Office of the County Recorder of Elko County, Nevada, and be endorsed upon the proper map or plat on file in the Office of said County Recorder, so as to clearly indicate thereon the vacation of the portion of the public utility and drainage easement as described and shown on Exhibits A and B attached hereto, situate in the City of Elko, Elko County, Nevada.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.

IT IS FURTHER RESOLVED AND ORDERED that upon the above conditions being complied with that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DEC 10 2018

EXHIBIT A**VACATION OF PUBLIC EASEMENT WITHIN
LOT 26, COPPER TRAILS, UNIT 2, FILE NO. 731523
FOR
COPPER TRAILS, LLC**

December 7, 2018

A parcel of land being a portion of the public easement granted as shown on An Amended Plat of An Amended Plat of a Parcel Map for the City of Elko and Grace Baptist Church, on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 530052 lying within Lot 26 as shown on the Final Map of Copper Trails, Unit 2, on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 731523, more particularly described as follows:

Commencing at the most Westerly corner of said Lot 26, Copper Trails, Unit 2, thence N 41° 57' 57" E, 5.00 feet along the Northwesterly line of said Lot 26, Copper Trails, Unit 2 to a point, thence S 48° 02' 03" E, 5.00 feet to Corner No. 1, the True Point of Beginning;

Thence continuing S 48° 02' 03" E, 123.94 feet Corner No. 2, a point being on the Westerly line of an existing 7.50 foot public easement lying along the Easterly line of said Lot 26, Copper Trails, Unit 2;

Thence from a tangent bearing N 25° 03' 12" W, on a curve to the right with a radius of 157.50 feet, through a central angle of 04° 17' 06", for an arc length of 11.78 feet along the said Westerly line of the existing 7.50 foot public easement lying along the Easterly line of Lot 26 Copper Trails, Unit 2, to Corner No. 3, a point being on the Northeasterly line of an existing 10.00 foot public easement lying along the Southwesterly line of said Lot 26, Copper Trails, Unit 2;

Continued on Page 2

Page 1

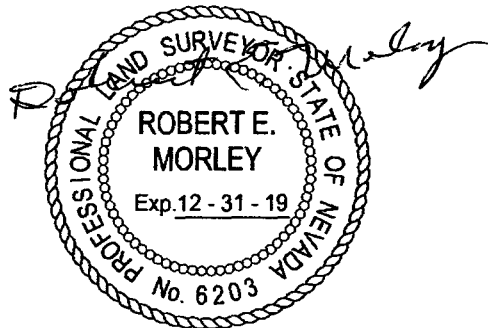
Exhibit A
Vacation of Public Easement
for Copper Trails, LLC
Continued from Page 1

Thence N 48° 02' 03" W, 113.28 feet along the said Northeasterly line of an existing 10.00 foot public easement lying along the Southwesterly line of said Lot 26, Copper Trails, Unit 2 to Corner No. 4, a point being on the Southeasterly line of an existing 5.00 foot public utility easement lying along the Northwesterly line of said Lot 26, Copper Trails, Unit 2;

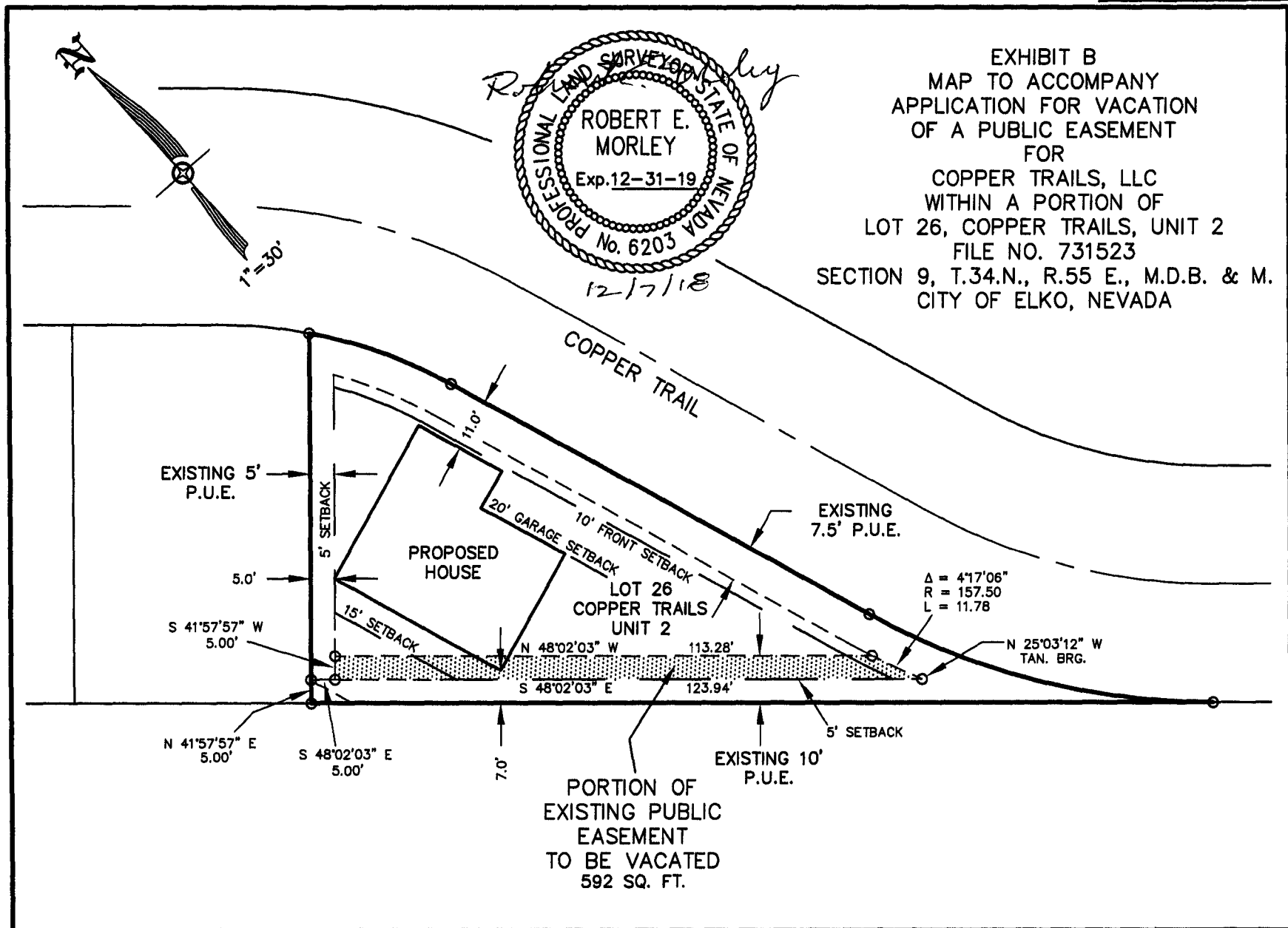
Thence S 41° 57' 57" W, 5.00 feet along the said Southeasterly line of an existing 5.00 foot public utility easement lying along the Northwesterly line of said Lot 26, Copper Trails, Unit 2 to Corner No. 1, the point of beginning, containing 592 square feet, more or less.

The Basis of Bearings for the above described parcel is the Final Map of Copper Trails, Unit 2, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 731523.

Reference is hereby made to Exhibit B, Map to Accompany Application for Vacation of a Public Easement for Copper Trails, LLC within a portion of Lot 26, Copper Trails, Unit 2 attached hereto and made a part hereof.



DEC 10 2018



**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A PORTION OF THE PUBLIC EASEMENT LOCATED GENERALLY
ON THE SOUTHWEST SIDE OF APN 001-61J-028, ALL WITHIN THE CITY OF
ELKO, STATE OF NEVADA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elko intends to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Copper Trails, LLC. The portion of the public right-of-way to be vacated is more particularly described as follows:

A parcel of land being a portion of the public easement granted as shown on An Amended Plat of An Amended Plat of a Parcel map for the City of Elko and Grace Baptist Church, on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 530052 lying within Lot 26 as shown on the Final Map of Copper Trails, Unit 2, on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 731523, more particularly described as follows:

Commencing at the most Westerly corner of said Lot 26, Copper Trails, Unit 2, thence N 41° 57' 57" E, 5.00 feet along the Northwesterly line of said Lot 26, Copper Trails, Unit 2 to a point, thence S 48° 02' 03" E, 5.00 feet to Corner No. 1, the True Point of Beginning;

Thence continuing S 48° 02' 03" E, 123.94 feet to Corner No. 2, a point being on the Westerly line of an existing 7.50 foot public easement lying along the Easterly line of said lot 26, Copper Trails, Unit 2;

Thence from a tangent bearing N 25° 03' 12" W, on a curve to the right with a radius of 157.50 feet, through a central angle of 04° 17' 06", for an arc length of 11.78 feet along the said Westerly line of the existing 7.50 foot public easement lying along the Easterly line of Lot 26, Copper Trails, Unit 2, to Corner No. 3, a point being on the Northeasterly line of an existing 10.00 foot public easement lying along the Southwesterly line of said Lot 26, Copper Trails, Unit 2;

Thence N 48° 02' 03" W, 113.28 feet along the said Northeasterly line of an existing 10.00 foot public easement lying along the Southwesterly line of said Lot 26, Copper Trails, Unit 2 to Corner No. 4, a point being on the Southeasterly line of an existing 5.00 foot public utility easement lying along the Northwesterly line of said Lot 26, Copper Trails, Unit 2;

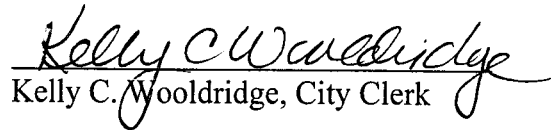
Thence S 41° 57' 57" W, 5.00 feet along the said Southeasterly line of an existing 5.00 foot public utility easement lying along the Northwesterly line of said Lot 26, Copper Trails, Unit 2 to Corner No. 1, the point of beginning, containing 592 square feet, more or less.

The Basis of Bearings for the above described parcel is the Final Map of Copper Trails, Unit 2, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 731523.

Reference is hereby made to Exhibit B, Map to Accompany Application for Vacation of Public Easement for Copper Trails, LLC with a portion of Lot 26, Copper Trails, Unit 2 attached hereto and made a part hereof.

AND that the Elko City Council shall further consider the advisability of the vacation of the public easement, and the adoption of a Resolution and Order vacating the same with the reversion of title as above stated at a meeting of said Council to be held in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, on February 12, 2019 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 24th day of January 2019.


Kelly C. Wooldridge, City Clerk

PUBLISH: January 29, 2019



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Special Meeting of January 3, 2019

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on January 3, 2019 pursuant to Section 8-7-3 B. of City Code:


Vacation No. 4-18, filed by Koinonia Construction, Inc. on behalf of Copper Trails, LLC, for the vacation of 5' of the existing 10' public utility and drainage easement along the southwesterly lot line of parcel referred to as APN 001-61J-028, and matters related thereto.

The subject property is located generally on the southwest side of Copper Trail, approximately 427' northwest of Copper Street. (APN 001-61J-028)

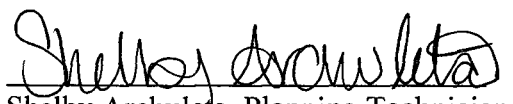
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 4-18 subject to the conditions listed in the City of Elko Staff Report dated December 20, 2018, listed as follows:

1. **The applicant is responsible for all costs associated with the recordation of the vacation.**
2. **Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**

The Planning Commission's findings to support its recommendation are 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 3-2-5 and 8-7.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 1/3

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

Title: Vacation No. 4-18

Applicant(s): Koinonia Construction

Site Location: 2767 Copper Trail - APN 001-61J-028

Current Zoning: R1 Date Received: 12/10/18 Date Public Notice: N/A

COMMENT: This is to vacate a portion of the public easement located on the Southwest side of APN 001-61J-028.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 12/20/18

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 12/21/18

No comments/concerns.

W

Initial



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

CITY OF ELKO STAFF REPORT

REPORT DATE:	December 20, 2018
PLANNING COMMISSION DATE:	January 3, 2019
APPLICATION NUMBER:	Vacation 4-18
APPLICANT:	Koinonia Construction
PROJECT DESCRIPTION:	APN 001-61J-028

An application to vacate 5' of the 10' wide existing public easement located on the southwesterly lot line.



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

PROJECT INFORMATION

PARCEL NUMBER: 001-61J-028
PARCEL SIZE: 6,434 square feet
EXISTING ZONING: (R1) Single Family Residential
MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density
EXISTING LAND USE: Undeveloped, Copper Trails Unit 2 Subdivision

BACKGROUND:

1. The parcel was created with approval of Final Map for the Copper Trail Unit 2 Subdivision as approved and recorded October 11, 2017, File No. 731523.
2. The parcel is an irregular shaped parcel.
3. A 10' Public Utility Easement was created along all rear lot lines on the Final Map, a 5' easement along all interior lot lines and 7.5' easement along the front lot line. As defined in Elko City Code 3-2-2, the lot line parallel to the easement, would not be considered a rear lot line as it develops because of the irregular shaped lot and instead it would be considered an interior side yard lot line. Interior side yard lot line easements are normally 5' in width which the applicant is proposing to leave remaining in the existing easement.
4. The surrounding area is partially developed with residential land use.
5. The total area being considered for vacation is approximately 592 SF.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: R1- Residential / Developed
- East: R1- Residential / Developed
- South: R- Residential / Developed
- West: R1- Residential / Developed

PROPERTY CHARACTERISTICS:

- The property is currently undeveloped.
- The property can be accessed from Copper Trail

NEVADA REVISED STATUTES; MASTER PLAN AND CITY CODE SECTIONS:

- 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 3-2-5 Residential Zoning Districts
- City of Elko Code – Section 8-7 Street Vacation Procedures

NRS 278.479 to 278.480 inclusive:

1. 278.480(4) If any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall, not less than 10 business days before the public hearing described in subsection 5.
2. NRS 278.480 (5) Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.31895.
3. Per NRS 278.480(6) Public utility companies have been notified of the vacation on December 14, 2018.
4. It does not appear that there are any City utilities located within the area proposed to be vacated.

MASTER PLAN – Land Use Component:

1. The Master Plan Land Use Atlas shows a portion of the area as Medium Density Residential.
2. R1- Single Family Residential Zoning District is listed as a corresponding zoning district for Medium Density

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

MASTER PLAN – Transportation Component:

1. The area will be accessed from Copper Trail.
2. The vacation does not affect the existing right-of-way.

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

REDEVELOPMENT PLAN:

- The area is located outside the Redevelopment Area.

ELKO CITY CODE SECTION 3-2-5 RESIDENTIAL ZONING DISTRICTS:

1. The area proposed for vacation is already part of the parcel. The parcel dimensions and area were approved with Preliminary Plat approval on March 27, 2012 and Final Map approval on August 9, 2016.

The proposed vacation is in conformance with Section 3-2-5 of City code.

ELKO CITY CODE SECTION 8-7 STREET VACATION PROCEDURES:

1. It is standard that a 5' public utility and drainage easement along all rear property lines. With this vacation, a 5' easement will remain.

The proposed vacation is in conformance with Section 8-7 of City code.

FINDINGS:

1. The proposed vacation is in conformance with the City of Elko Master Plan Land Use Component
2. The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
3. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
4. The proposed vacation is in conformance with City Code 3-2-5 and 8-7

STAFF RECOMMENDATION:

Staff recommends forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions:

1. The applicant is responsible for all costs associated with the recordation of the vacation.
2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 14, 2018

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 4-18

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by Koinonia Construction, Inc. to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on January 3, 2019. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 14, 2018

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190

SUBJECT: Proposed Vacation No. 4-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Koinonia Construction, Inc. to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on January 3, 2019. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



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Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 14, 2018

Satview Broadband
Mr. Tariq Ahmad
PO Box 18148
Reno, NV 89511

And VIA EMAIL: taroil@yahoo.com

SUBJECT: Proposed Vacation No. 4-18

Dear Mr. Ahmad:

Please be advised that the City of Elko Planning Department is processing a request filed by Koinonia Construction, Inc. to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on January 3, 2019. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 14, 2018

Frontier Communication
Mr. William Whitaker
111 W. Front Street
Elko, NV 89801

SUBJECT: Proposed Vacation No. 4-18

Dear Mr. Whitaker:

Please be advised that the City of Elko Planning Department is processing a request filed by Koinonia Construction, Inc. to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on January 3, 2019. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 14, 2018

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 4-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Koinonia Construction, Inc. to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on January 3, 2019. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 14, 2018

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 4-18

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Koinonia Construction, Inc. to vacate a portion of the public easement located generally on the southwest side of APN 001-61J-028. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on January 3, 2019. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures

Shelby Archuleta

From: Teresa Gust <teresa.e@canyonconstructionco.com>
Sent: Monday, January 7, 2019 11:57 AM
To: Shelby Archuleta
Subject: Proposed Vacation No. 4-18

Shelby, please be advised that Michael W. Lattin, VP-Field Operations, has reviewed your letter of December 14, 2018, Re: Proposed Vacation No. 4-18 and has determined that Elko Heat Company has no present or future interests in the area stated. This email complies with NRS 278.480(6).

Thank you
Teresa Gust
Accounting Clerk
Canyon Construction &
Elko Heat Co.
Phone: (775) 738-2210 ext 107
Fax: (775) 753-8049
teresa.e@canyonconstructionco.com



CITY OF ELKO PLANNING DEPARTMENT

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): Koinonia Construction

MAILING ADDRESS: 207 Brookwood Drive, Elko, NV 89801

PHONE NO (Home): _____ **(Business):** 775-777-5853

NAME OF PROPERTY OWNER (If different): Copper Trails LLC

(Property owner's consent in writing must be provided.)

MAILING ADDRESS: P.O. Box 8070, Reno, NV 89507-8070

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):

ASSESSOR'S PARCEL NO.: 001-61J-028 **Address:** 2767 Copper Trail

Lot(s), Block(s), & Subdivision Subdivision "Copper Trails", Phase 1, Unit 2, Lot 26

Or Parcel(s) & File No. _____

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

RECEIVED

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

Koinonia Construction

(Name)

2973 Copper Trail

(Address)

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

Monte Carlo Associates LLC

(Name)

505 Copper Street

(Address)

1. Describe the nature of the request: _____

2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: _____

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.

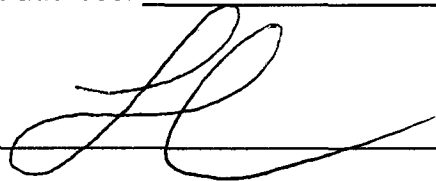
Applicant / Agent Koinonia Construction
(Please print or type)

Mailing Address 207 Brookwood Drive
Street Address or P.O. Box
Elko, NV 89801
City, State, Zip Code

Phone Number: 775-777-5853

Email address: elkoluke@gmail.com

SIGNATURE: _____



FOR OFFICE USE ONLY

File No.: 4-18 **Date Filed:** 12/10/18 **Fee Paid:** \$600 **CX#** 4932

RECEIVED

DEC 12 2018

To: City of Elko Planning
From Copper Trails LLC
RE: Koinonia Construction Application Authorization

To whom it may concern,
Koinonia Construction Inc and Luke Fitzgerald have authorization to apply for the request to vacate
easement on APN 001-61J-028 address 2767 Copper Trail.



Copper Trails LLC
Robert Fitzgerald
775-219-8199

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and consideration of submitted data and/or arguments and determination as to whether the proposed ORDINANCE NO. 835: AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, OF THE ELKO CITY CODE ENTITLED “CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC ROADS AND CITY STREET CUTS AND REPAIRS” BY ADDING SMART DIG REQUIREMENTS, AND MATTERS RELATED THERETO will impose a direct and significant burden upon a business or directly restrict the formation, operation, or expansion of a business.**

Pursuant to NRS 237.080 the City of Elko notified owners and officers of businesses which may be affected by the ordinance. Staff has prepared a Business Impact Statement for Ordinance No. 835, and matters related thereto. FOR POSSIBLE ACTION

2. Meeting Date: **February 12, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **On August 28, 2018, Council approved initiation of Ordinance No. 835, and directed Staff to prepare a Business Impact Statement. Pursuant to NRS 237.090, a Business Impact Statement has been prepared and must be considered by the City Council prior to the public hearing, and adoption of the ordinance. KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Required**
8. Supplemental Agenda Information: **Copy of the Business Impact Statement**
9. Recommended Motion: **Approve the Business Impact Statement pursuant to NRS 237, Ordinance No. 835, does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

City of Elko
Business Impact Statement

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of the City of Elko Ordinance 835 and Resolution 27-18.

CITY OF ELKO
ORDINANCE NO. 835

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, OF THE ELKO CITY CODE ENTITLED "CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC ROADS AND CITY STREET CUTS AND REPAIRS" BY ADDING SMART DIG REQUIREMENTS, AND MATTERS RELATED THERETO

1. The following constitutes a description of the number and the manner in which comment was solicited from affected businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary. NRS 237.090(1)(a)

The ordinance presented for adoption amends various sections of the Utility ordinance as follows:

- Update and clarify definitions. Add definitions
- Update and clarify language throughout Title 8, Chapter 2
- Addition of Smart Dig requirements mandatory for excavations of at least one hundred (100) feet in length
- Installation of conduit mandatory in Rights- of -Way for Public Works Projects
- Installation of conduit in Rights- of -Way for Private Excavations – City to execute an agreement to pay incremental additional costs which shall not include amounts that would otherwise have been paid, provide the materials but not the labor or equipment required to install underground communications, city to bear all reasonable documented design and construction costs associated solely with and required for the installation of the conduit. The conduit will then be owned by the City.

Notice of Proposed Rule

- A notice was published in the Elko Daily Free Press for a period of five days regarding the proposed rule, how to submit comments, and when to submit comments.
- Letters were sent to the licensed construction companies, Engineers, Architect's, utility companies, the Chamber of Commerce, and the Board of Contractors. Names and addresses were obtained directly from the original license application. Over 204 notices were sent.
- Written comments were received by one company and are attached to this Business Impact Statement.

Summary of Comments:

One written comment was received and it stated: "Frontier has concerns in the above proposed ordinance that it could have financial impacts on our projects and delay in the timely completion of them. We wish to be part of any further workshops or meetings the City would hold for discussion." This statement is attached.

2. The estimated economic benefit of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects. NRS 237.090(1)(b)

Adverse effects: Various changes in the ordinance and resolution may be considered adverse effects.

- May extend the time it takes for a construction company or utility to complete a project.

Beneficial effects: Various changes in the ordinance and resolution may be considered beneficial.

- Adding mandatory conduit installation will increase the City's communication capabilities.

- Smart Dig benefits local governments and residents by promoting the deployment of advanced fiber networks and broadband competition
- Smart Dig policies decrease the frequency of inconvenient and possibly dangerous construction along roadways, protect the reliability of broadband networks, and incentivize providers to lay fiber underground, hiding unsightly equipment. Undergrounding fiber has some significant advantages, including better service reliability and more attractive neighborhoods beautifying the community.

Direct effects: Various changes in the ordinance do not appear to directly effect businesses.

- The City will pay for the cost of necessary materials (but not equipment) for the permittee to install underground Communications Infrastructure in the public rights of way.
- The City will bear all reasonable and documented design and construction costs associated solely with inclusion of the City's communication infrastructure.

Indirect effects: Various changes in the ordinance do not appear to indirectly effect businesses.

- No indirect effects are known at this time.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed ordinance on businesses and a statement regarding whether any, and if so which, of these methods were used: (include whether the following was considered: simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business would pay a lower fee or fine).

In order to reduce the impact the City of Elko added to the ordinance the following:

- The City shall provide at the City's cost the necessary materials for the permittee to install underground communications infrastructure in the public rights of way
- The City shall bear all reasonable and documented design and construction costs associated solely with the inclusion of the City's Communications Infrastructure
- The Infrastructure shall be owned by the city upon installation of the Communications Infrastructure

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is: NRS 237.090(1)(d)

The City is unable to quantify costs at this time, however it is assumed the costs would be minimal.

5. The proposed rules provides for a new fee or increase in an existing fee and the total amount the local government expects to collect is: NRS 237.090(1)(e)

The City does not expect to have any or increased fee.

6. The money generated by the new fee or increase in existing fee will be used by the local government to: NRS 237.090(1)(e)

There is no fee.

7. The proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary: NRS 237.090(1)(f)

The proposed changes are not duplicative or more stringent than existing federal, state or local standards.

Objection to adopted rule: petition; procedure

A business that is aggrieved by a resolution or ordinance adopted by the City Council may object to all or part of the resolution or ordinance by filing a petition with the Elko City Clerk within 30 days after the date on which the rule was adopted. Any petition filed must be based on the following grounds:

1. The City of Elko failed to prepare a business impact statement.
2. The business impact statement prepared did not consider or significantly underestimated the economic effect of the rule on business.

After receiving a petition filed by an aggrieved business, the Elko City Council shall determine whether the petition has merit.

If the governing body determines that the petition has merit, the Council may take action to amend the rule to which the business objected.

If the City Council finds that the petition does not have merit, the Council will take no action to amend the ordinance, resolution or regulation and such ordinance, resolution or regulation will remain in effect.

Conclusion: (complete after City Council Approval of BIS).

Certification:

CITY MANAGER CERTIFICATION REQUIRED PER NRS 237.090(2):

I, Curtis Calder, as City Manager for the City of Elko, Nevada, hereby certify that, to the best of my knowledge and belief, the information contained in this business impact statement was prepared properly and accurately.

Curtis Calder

Prepared By:

Kelly Wooldridge
City Clerk

Frontier
COMMUNICATIONS
3405 E. Northern Avenue, Kingman, AZ 86409
www.Frontier.com

January 25, 2019

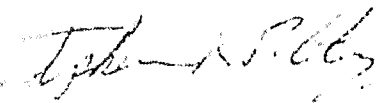
City of Elko
Office of the City Clerk
1751 College Avenue
Elko, NV 89801

RE: Ordinance "Conditions of Utility Occupancy of Public Roads & City Street Cuts & Repairs"

Dear Sir(s):

Frontier has concerns in the above proposed ordinance that it could have financial impacts on our projects and delay in the timely completion of them. We wish to be part of any further workshops or meetings the City would hold for discussion.

Regards,



Stephen Pebley
Engineering Manager
928-681-0383

SP/ejm