



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, May 12, 2020  
at 4:00 P.M. – 7:00 P.M., P.D.T. utilizing **GoToMeeting.com**

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/126317237>

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>, and in the following locations:

**ELKO CITY HALL**

1751 College Avenue, Elko, NV 89801

**Date: Time Posted: Thursday, May 7, 2020 at 8:30 a.m.**

**Posted by: Kim Wilkinson Administrative Assistant** *Kim Wilkinson*

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

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering. Public Comment and questions can also be received by calling (775) 777-0590 or by emailing: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)

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*Dated this 7<sup>th</sup> day of May, 2020*

**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  
Elko, Nevada

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.T., TUESDAY, MAY 12, 2020**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**  
**GoToMeeting.com**  
**<https://global.gotomeeting.com/join/126317237>**

**CALL TO ORDER**

*The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering at the link above.*

**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. Comments may be made through GoToMeeting.com, or by calling (775) 777-0590, or email comments to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

**APPROVAL OF MINUTES: April 28, 2020 Regular Session**

**I. APPROPRIATIONS**

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Consideration and possible award of bid for Snow Removal Equipment contingent on funding by the Federal Aviation Administration through Airport Improvement Grant #51, and matters related thereto. **FOR POSSIBLE ACTION**

Council previously authorized Staff to apply for FAA Grant Application #AIP 51 on March 12, 2019. On April 14, 2020, City Council authorized Staff to solicit bids. Bids were opened on May 7, 2020. The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and de-icing sprayer. This grant is fully funded by the FAA with no local match required. Staff will provide a

recommendation from Jviation, Inc. to award the bid. As a reminder, the FAA will award grants based on bids. JF

## **II. SUBDIVISIONS**

- A. Review, consideration, and possible approval of Final Map No. 1-20, filed by Kelly Builders, LLC, for the development of a subdivision entitled Townhomes at Ruby View involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development and 1 common lot within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of Indian View Heights Drive near the intersection of Griswold Drive (APN 001-530-026). The Planning Commission considered this item on May 5, 2020, and took action to forward a recommendation to conditionally approve Final Map 1-20. MR

- B. Review, consideration and possible approval of Final Map No. 2-20, filed by Koinonia Development, LP, for the development of a subdivision entitled Mountain View Townhomes Unit 1 involving the proposed division of approximately 3.27 acres of property into 12 townhouse lots for residential development, 1 common lot, and 1 remainder parcel for future development within the CT (Commercial Transitional) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of N 5<sup>th</sup> Street at the intersection of Mary Way. (APN 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075). The Planning Commission considered this item on May 5, 2020, and took action to forward a recommendation to conditionally approve Final Map 2-20. MR

## **III. NEW BUSINESS**

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Mountain View Townhomes Unit 1 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, including 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. As part of the conditions of approval for Final Map 2-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

- B. Review, consideration, and possible approval of a slope easement for grading associated with the Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.

This slope easement was considered by the City Council at the April 28, 2020 meeting. However, the recommended motion presented by staff was incorrect. At this time, staff is bringing this item back for an appropriate motion. MR

- C. Review, consideration, and possible approval of a public utility easement associated with the Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement. MR

- D. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Townhomes at Ruby View 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, including 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. As part of the conditions of approval for Final Map 1-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

- E. Review, consideration, and approval of the 2020 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 May 5, 2020 meeting and recommended to City Council to approve the updated land inventory. CL

- F. Consideration and possible acceptance of Federal Aviation Administration CARES ACT Grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Coronavirus Aid, Relief, and Economic Security (CARES) signed into law by the President on March 27, 2020, includes \$10 billion in funds to be awarded as



economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. Additionally, the CARES Act provides new funds distributed by various formulas for all airports that are part of the national airport system. An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. JF

#### **IV. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible action to propose an amendment to Elko City Code Title 8, Chapter 2, Section 3-2 entitled "Mandatory Installation of Conduit" and conduct first reading of Ordinance No. 852, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 8-2-3-2 requires a person undertaking a public works project or conducting a private excavation within a public right-of-way to install underground communications infrastructure on behalf of the City. The underground communications infrastructure is automatically owned by the City upon installation, at which time the City reimburses the permittee for the cost of installation. The proposed amendment to City Code Section 8-2-3-2 would permit telecommunications providers to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations, so long as the City is not obligated to reimburse the telecommunications providers for the cost of installation during that period. Permittees would be required to offer underground communications infrastructure for dedication to the City prior to reimbursement for the cost of installation. MR

- B. First Reading of Ordinance No. 853, an ordinance amending title 5, Chapter 3, Section 1, of the Elko City Code entitled "Definitions for Animals and Fowl", and matters related thereto. **FOR POSSIBLE ACTION**

On April 28, 2020, the City Council initiated this ordinance at the request of a City of Elko resident to increase the number of laying hens allowed at private residences, for noncommercial use from two to four. KW

#### **V. PETITIONS, APPEALS, AND COMMUNICATIONS**

- A. Review, consideration, and possible action to accept a petition for the vacation of a portion of the Juniper Street and 6<sup>th</sup> Street Right-of-Way, consisting of an area approximately 3,636 sq. ft., filed by Brian and Dena Starkey, and processed as Vacation No. 1-20, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko issued a license agreement in 1987 and another in 1999 to occupy the area requested to be vacated by this petition. There have been three (3) property owners since that license agreement was issued, and no new license agreements have been issued. The applicant purchased the property in 2018, and would like to vacate any excess Right-of-Way. CL

- B. Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Raj and Mandeep Kaur, DBA Our Store, located at 1015 5<sup>th</sup> Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and consideration of a request from Elko High school Graduation Parade Committee to utilize a different parade route as well as a request for the City to utilize the community donation fund to pay the parade fee, and matters related thereto. **FOR POSSIBLE ACTION**

The City Clerk's Office received an application by the Elko High School Graduation Parade Committee to hold a parade for graduation due to the COVID-19 situation. The parade route is in the agenda packet. The committee is also requesting the City utilize the Community Donation Fund to pay the parade fee.  
KW

## **VI. REPORTS**

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

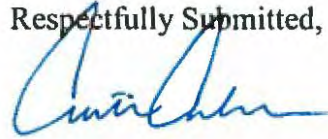
## **COMMENTS BY THE GENERAL PUBLIC**

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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,



Curtis Calder  
City Manager

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

SS     April 28, 2020

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 4:00 p.m., Tuesday, April 28, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Webinar.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate by phone, tablet, laptop, or computer by registering with the Goto Webinar link provided in the agenda. Questions can be sent to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**       Reece Keener

**Council Present:**    Councilwoman Mandy Simons  
                          Councilman Robert Schmidtlein  
                          Councilman Chip Stone  
                          Councilman Bill Hance

**City Staff Present:**  Curtis Calder, City Manager  
                          Scott Wilkinson, Assistant City Manager  
                          Dale Johnson, Utilities Director  
                          Kelly Wooldridge, City Clerk  
                          Candi Quilici, Accounting Manager  
                          Jan Baum, Financial Services Director  
                          Dennis Strickland, Public Works Director  
                          Bob Thibault, Civil Engineer  
                          James Wiley, Parks and Recreation Director  
                          Cathy Laughlin, City Planner  
                          Jim Foster, Airport Manager  
                          Matt Griego, Fire Chief  
                          Dave Stanton, City Attorney  
                          Ty Trouten, Police Chief  
                          Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

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GoToWebinar.com, or by calling (775) 777-0590, or email comments to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

**APPROVAL OF MINUTES:**      **April 7, 2020**      **Special Session**  
   **April 14, 2020**      **Regular Session**

*The minutes were approved by general consent.*

**There were some technical issues getting the speakers on the line for the presentations.**

Curtis Calder, City Manager, said the three new cases of COVID-19 in Elko County that were reported in the newspaper, are out of West Wendover and were previous positives in the March timeframe, but were somehow recalculated into the Elko count.

Chief Griego, Fire Chief, said they didn't have much more information on that. Dr. Putnam was doing some research on those cases. It will be difficult to do any contact tracing on those subjects since this was back in March. They were treated in Utah and the paper trail got lost getting back to the State and then to Elko County.

Mayor Keener asked if the cases were back in March, are they recovered yet.

Chief Griego answered they are. They are considered recovered now but this was a late posting of positive cases.

Mayor Keener spoke about challenges people have had with unemployment.

Curtis Calder said he was looking forward to hearing from Mr. Ellison regarding this and other subjects.

## **II. CONSENT AGENDA**

- A. Review, consideration, and possible appointment of Elko County Family Court Master Andrew Mierins as a Disciplinary Appeal Hearing Officer for the express purpose of conducting a disciplinary appeal hearing, pursuant to the City of Elko Human Resources Policy Manual, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval for the Elko Police Department to apply for a Services-Training-Officers-Prosecutors (STOP) Grant in the amount of thirty thousand dollars (\$30,000), to assist with costs associated with the part-time Domestic Violence Services Advocate (DVSA) position, and matters related thereto. **FOR POSSIBLE ACTION**

The DVSA works with victims, officers and the District Attorney's office to assist domestic violence victims through the criminal process. Since January 1, 2020, the Elko Police Department has received 239 domestic violence related calls, and filed

72 cases with the District Attorney's Office. The STOP Grant requires a cash match. TT

- C. Review, consideration, and possible approval of the Elko Police Chief applying for an Office of Criminal Justice Assistance (OCJA) Grant in the amount of thirty-two thousand dollars (\$32,000), for costs associated with the Elko Combined Narcotics Unit (ECNU), and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department would like to apply for an Office of Criminal Justice Assistance (OCJA) Grant in the amount of thirty-two thousand dollars (\$32,000), for costs associated with the operations of the Elko Combined Narcotics Unit (ECNU); OCJA requires no cost-match. TT

- D. Review, consideration, and possible approval of the Elko Police Chief to apply for an Office of Criminal Justice Assistance (OCJA) Grant. The grant, valued at eighty-seven thousand, eight hundred and eighty-two dollars (\$87,882.00) would be used to replace three Elko Police Department, Bomb Squad explosive resistant suits including helmets, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department would like to apply for an OCJA Grant for the replacement of three Elko Police Department, Bomb Squad explosive resistant suits including helmets.

The explosive resistant suits and helmets are necessary for the Bomb Squad members to safely and effectively place equipment and/or manipulate suspected explosive devices. These suits, like the ballistic vests, have a five-year shelf life and the three we currently own are all expired. Each suit is twenty-nine thousand, two hundred and ninety-four dollars (\$29,294.00). We are seeking to replace the three expired suits for a total cost of eighty-seven thousand, eight hundred and eighty-two dollars \$87,882.00 dollars. There are no matching fund requirements. TT

- E. Review, consideration, and possible approval for the Fire Department to apply for Staffing for Adequate Fire and Emergency Response (SAFER) Grant through the Department of Homeland Security to continue the Volunteer Retention and Recruitment Position, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department Fire Department would like to apply for the 2019 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The application would apply for a Volunteer Retention and Recruitment Coordinator position. The current grant that has lasted four years will be expiring in November of 2020. This position has been a great success to increasing our volunteer firefighting force, while certifying all individuals to national standards. There is no match by the City for this grant. JS

- F. Review and possible extension of "Administrative Leave with Pay" for full-time employees sent home pursuant to Governor Sisolak's amended shutdown order,

starting May 1, 2020 through May 16, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

Due to Governor Sisolak's extension of the statewide business shutdown beyond April 30, 2020, the City of Elko needs a mechanism to keep affected full-time employees in a pay status through May 16, 2020. CC

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to approve the Consent Agenda.**

*The motion passed unanimously. (5-0)*

### **III. PERSONNEL**

- A. Review, consideration, and possible approval of proposed City of Elko Human Resources Emergency Family and Medical Leave Policy, and matters related thereto. **FOR POSSIBLE ACTION**

The Families First Coronavirus Response Act (FFCRA) was signed into law by President Trump on March 18, 2020 and is in effect from April 1, 2020 through December 31, 2020. As part of the FFCRA, the Emergency Family and Medical Leave Expansion Act (EFMLEA) provides up to 12 weeks of FMLA Leave for full-time, part-time, or seasonal employees who meet the eligibility requirements. The EFMLEA is available for any eligible employee who is unable to work or telework, due to a need for leave to care for his/her child whose school or place of care has been closed, or childcare provider is unavailable for reasons related to COVID-19. Public employers are covered under this Act. This POOL/PACT policy provides the details of Emergency Family and Medical Leave eligibility, and use. SS

Susie Shurtz, Human Resources Manager, explained this is the first part of the Act and covers leave for people who need to be out to take care of their children while schools and daycares are closed. It provides for 12 weeks of leave.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to approve the City of Elko Human Resources Emergency Family and Medical Leave Policy as presented, effective April 28, 2020.**

*The motion passed unanimously. (5-0)*

### **I. PRESENTATIONS**

- B. Report by County Manager Robert Stokes, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**

Robert Stokes, County Manager, offered to relay some of the information he has from John Ellison regarding his presentation. Mr. Ellison and Senator Goicoechea have been getting calls from



concerned citizens regarding their frustrations with the State unemployment process. There is a meeting tomorrow afternoon and one of the items will be Senator Goicoechea giving a report on this. He received the notice about the new director for DETR. He noted that the claims have gone up significantly since the COVID-19 shutdown. There have also been problems with the unemployment system going down. Assemblyman Ellison told him he had been hearing some heartbreaking stories from citizens. He understood that once someone was in the system, they will get benefits dating back to when they filed, including the federal stimulus monies.

Mayor Keener noted there was an agenda item on the County meeting for tomorrow that will state Elko County as Stage One Qualified of reopening.

Mr. Stokes said the City Council must be receiving the same calls from business owners that they are, asking when they can open their businesses. The Commission will be taking a look at that tomorrow. They have sent a letter to the Governor asking him to look at a policy that is not "one size fits all" for the state. The rural areas did not get the same impact as the rest of the state. The Governor plans to do a press conference either tomorrow or Thursday night to address the recovery issue.

Councilman Hance asked if the PUA side of unemployment for the self-employed was addressed. He has tried to get answers from DETR but they just keep telling him they don't have the computers set up for it. He felt we needed to put some pressure on the state to get that going.

Mr. Stokes said they don't have any more information than he had. Delmo Andreozzi was present in his office, who is also part of the Emergency Economic Management Recover Task Force.

Delmo Andreozzi, County Commissioner, thanked everyone for all their efforts. It has been a heavy load for citizens and especially the elected officials. They have been going through a process to implement and convene the recovery portion. We have been in the response phase and two weeks ago we convened our first recovery meeting. Last Friday they met as a group. They have an outline of what they are trying to do. They would like to have a regional recovery plan but they are still working on the framework. It is difficult to do this in a short period of time and probably should have started this a month ago.

Mayor Keener thanked Mr. Andreozzi for all the work and time he has been putting in on this committee. He looks forward to achieving a successful completion for the County getting the economy restarted and recovered.

- A. Presentation by Assemblyman John Ellison regarding COVID-19 Unemployment Insurance Claims and the State of Nevada Department of Employment, Training, and Rehabilitation, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**

John Ellison, Assemblyman, said Mr. Stokes and Andreozzi both did a good job in their reports. He has had lots of calls coming in from people that cannot get help with their unemployment. One woman was on hold for 36 hours and never got through. He is asking the City and County to send a letter to the Governor's Office explaining we have some emergency situations with families not getting money. It is critical.

Mayor Keener asked if the unemployment numbers in Nevada are understated because the state hasn't been able to process the claims.

Mr. Ellison said the people operating the computers are not able to access the information. He is getting calls from all over from people begging for help. He doesn't know what else to do. The Mormon church has stepped up with their food bank, getting food to the people. The money is there but the DETR system is broken.

Mayor Keener felt a letter was something the City could do. He asked Mr. Ellison if they should forward the letter to him to send to the State, if there would be a bigger impact if they did.

Mr. Ellison said he would be happy to take care of that for them. If something isn't done soon, there will be a big impact. He has heard from some business owners that have told him they will have to close their doors for good. He was hoping to hear from Mr. Pinkston today about this. Some barber shops are saying they will have to shut their doors because they aren't getting stimulus money or unemployment. They are not getting any help at all. He felt some of these businesses could open.

Mayor Keener opened up public comment.

Gary Pinkston, Meridian Pacific, Elko Junction Center, Kohl's/Cal Ranch Center, explained they operate shopping centers in many states. It is interesting that the nature of the smaller communities usually has a better response. This shutdown is damaging to their tenants. Petco is doing 80% of its normal volume. The public is trying to shop and the tenants are trying to open. Every day this moves forward it makes it harder for them to reopen. The big guys can survive but it is killing the little operators. He is hoping that Elko can open up because of the low number of cases out here. He would be willing to send a letter too.

Mayor Keener thanked Mr. Pinkston for calling. He has sent a letter to Governor Sisolak, urging him to let Elko reopen in a cautious and methodical manner. He hasn't heard back from his office yet. Hopefully, there will be some good information from the Governor later this week. We are doing everything we can to get things reopened in Elko.

Mr. Pinkston asked who would be enforcing the shutdown order if a business was to reopen in Elko.

Mayor Keener said the Governor's declaration expires April 30, 2020. We haven't seen anything in writing past that date. As it stands, after April 30, the Elko Police Department will do just the minimum obligation they have to, serving a document that states they are in violation of the order. If the Governor's Office wants to enforce anything, they will have to do it themselves.

Mr. Pinkston said if there is any use for his parking lots, they are available. If someone needs to set up a testing station, they have about 40 acres available.

Mayor Keener thanked him again for all he does for the community. The entire community is looking forward to businesses opening up again.

Mr. Ellison said he received a letter yesterday from the Cosmetology Board, that stated anyone opened would be in violation and their permits would be revoked. He copied it to the Mayor. Anyone that does open, their state permits will be pulled.

Mayor Keener asked about the duration of that.

Mr. Ellison said he heard it would be permanent but he found out later from an attorney that would be illegal and unconstitutional.

Curtis Calder, City Manager, asked Mr. Ellison if there were any plans from the Legislature to challenge the emergency directives like other states have. What is the Legislature's plans?

Mr. Ellison said they will have a caucus meeting tonight at 6:30 pm to see what they want to do. He sent a letter off today. California just announced that all schools will be shut down until after July. Unfortunately, the Governor isn't being responsive to anyone's correspondence right now.

### **III. PERSONNEL (Cont.)**

- B. Review, consideration, and possible approval of proposed City of Elko Human Resources Emergency Paid Sick Leave Policy, and matters related thereto. **FOR POSSIBLE ACTION**

The Families First Coronavirus Response Act (FFCRA) was signed into law by President Trump on March 18, 2020 and is in effect from April 1, 2020 through December 31, 2020. As part of the FFCRA, the Emergency Paid Sick Leave (EPSLA) provides 2 weeks (up to 80 hours) of paid sick leave for full-time, part-time, or seasonal employees who meet the eligibility requirements. Public employers are covered under this Act. This POOL/PACT policy provides the details of Emergency Paid Sick Leave eligibility, and use. SS

Susie Shurtz, Human Resources Manager, said this is the second part of that legislation. This allows for another 80 hours of sick leave. It is required to be taken in one lump sum. We have had some interest in this already.

Curtis Calder, City Manager, said we are required to fund this and didn't think the City would be reimbursed for it. The City will be absorbing it.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to approve the City of Elko Human Resources Emergency Paid Sick Leave Policy, as presented, effective April 28, 2020.**

*The motion passed unanimously. (5-0)*

### **IV. APPROPRIATIONS**

- C. Review, consideration, and possible action to award a bid for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. **FOR POSSIBLE ACTION**

This is a yearly maintenance project, which rotates between five (5) clarifiers. Bids were opened on February 19, 2020, and Council rejected all bids for noncompliance on March 10, 2020. Staff was directed to rebid the project, and bids were opened on April 20, 2020. A Bid Tally Sheet is included as supplemental agenda information with Staff findings. DJ

Dale Johnson, Utilities Director, explained that they are asking for approval of a bid award for the WRF East Primary Clarifier. The low bidder was MMI & Industrial Services for \$96,155.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to award the bid for the WRF East Primary Clarifier Recoating Project 2020 to MMI & Industrial Services for the base plus all the alternates for \$96,155.**

*The motion passed unanimously. (5-0)*

## **V. NEW BUSINESS**

- A. Review, consideration, and possible approval of the Second Amendment to the Non-Exclusive Franchise Agreement between the City of Elko and Beehive Broadband LLC, amending Section 2 of the agreement, granting a revocable license to pull communications cable in underground conduit owned by the City of Elko located within City Rights-of-Way and amending Section 10 of the agreement, allowing for a reduction in Franchise Fees by resolution of the City Council, and matters related thereto. **FOR POSSIBLE ACTION**

Council has recently approved Non-Exclusive Franchise Agreements including a provision granting a revocable permit for occupancy of City owned conduit. Additionally, Council passed Resolution No. 4-20 on February 11, 2020 waiving Franchise Fees for telecommunications carriers beginning July 1, 2020 for a period of five (5) years. Commencing on June 30, 2025, and continuing thereafter, the telecommunication carrier shall pay the Franchise Fee as stipulated in the agreement. The proposed amendment addresses the issues referenced above. SAW

Scott Wilkinson, Assistant City Manager, explained we are trying to have all the providers be on the same playing field. A couple franchise agreements have included these provisions. The next item deals with White Cloud.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the Second Amendment to the Non-Exclusive Franchise Agreement between the City of Elko and Beehive Broadband LLC, amending Section 2 of the agreement, granting a revocable license to pull communications cable in underground conduit owned by the City of Elko located within City Rights-of-Way and amending Section 10 of the agreement, allowing for a reduction in Franchise Fees by resolution of the Council.**

*The motion passed unanimously. (5-0)*

- B. Review, consideration, and possible approval of the Second Amendment to the Non-Exclusive Franchise Agreement between the City of Elko and White Cloud

Communications, Incorporated, amending Section 2.1 of the agreement, allowing for a reduction in franchise fees by resolution of the City Council, and matters related thereto. **FOR POSSIBLE ACTION**

Council passed Resolution No. 4-20 on February 11, 2020, waiving franchise fees for telecommunications carriers beginning July 1, 2020 for a period of five (5) years. Commencing on June 30, 2025, and continuing thereafter the telecommunication carrier shall pay the franchise fee as stipulated in the agreement. SAW

Mr. Wilkinson explained with this amendment, White Cloud already has a provision granting the revocable permit for the use of the conduit, so we didn't need to address that. This is strictly related to the franchise fee.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Second Amendment to the Non-Exclusive Franchise Agreement between the City of Elko and White Cloud Communications Incorporated, amending Section 2.1 of the agreement, allowing for a reduction in franchise fees by resolution of the City Council.**

*The motion passed unanimously. (5-0)*

- C. Review and possible approval of the Skywest Landing and Lease Deferral Policy, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide the Skywest Landing and Lease Deferral Policy for City Council consideration. JB

Jan Baum, Financial Services Director, said this policy was written because SkyWest is asking for a deferral of their landing and lease payments. The way this is written, it will be a five month deferral with all fees paid by the end of the year. There will be a minimum charge of \$25 per month for each monthly landing and the terminal lease payments being deferred.

Mayor Keener asked if this is standard in other markets.

Ms. Baum answered yes and SkyWest has asked all other airports for similar deferrals.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the SkyWest Landing and Lease Deferral Policy.**

*The motion passed unanimously. (5-0)*

## **VI. PETITIONS, APPEALS, AND COMMUNICATIONS**

- A. Review and consideration of a request from Becky Tyree to consider amending the Elko City Code 5-3-1 changing the number of laying hens not used for commercial purposes allowed in private residences, and matters related thereto. **FOR POSSIBLE ACTION**

The City received email correspondence requesting to amend City Code 5-3-1 that allows two laying hens not used for commercial purposes in private residences. The email is in the agenda packet. KW

Kelly Wooldridge, City Clerk, explained the email correspondence was included in the agenda packet. It was someone requesting the City allow more than just the two hens for larger families. The applicant does not appear to be online for comment.

Mayor Keener said he knows there is a lot of this going on. An employee of his lives on a farm and she is having a hard time getting chicks. He understands the request. If you are going to entertain doing something like this, perhaps include an expiration on it.

Councilwoman Simons suggested moving this to four or even six hens allowed. She knows of some families with three hens. If you have a large family and you rely on the hens for eggs, that is not enough.

Mayor Keener asked if she requested a specific number. (no)

Curtis Calder, City Manager, said he has had some correspondence with the applicant and she didn't really talk about specifics. You can get into a lot of technicalities with lots sizes, etc. He has never received one complaint about hens, but maybe Planning has. He didn't see much problem doubling it to four hens. At this point we are just initiating the ordinance change.

Mayor Keener said he got a text message regarding this item and she indicated there have been noise and smell issues with too many chickens. Hopefully four won't be too many for this. If it becomes a problem, perhaps we can come back and revisit this.

Councilman Schmidtlein asked if we wanted to include an end date.

Councilman Stone just thought we should increase the number to four and leave it at that. If it becomes a nuisance or a problem, it can be addressed.

Cathy Laughlin, City Planner, said they have had some complaints but these complaints have been warranted. Once house had ten hens in the back yard.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to begin the process of amending the Elko City Code 5-3-1, to change the number of laying hens not used for commercial purposes from two to four, allowed in private residences.**

*The motion passed unanimously. (5-0)*

- B. Review, consideration, and possible action to accept a petition for a slope easement of approximately .75 acres along the southern portion of approved Tentative Map 14-19 (Mountain View Townhomes), filed by Koinonia Development, LP, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of

Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading. SAW

Scott Wilkinson, Assistant City Manager, explained when they looked at this proposed development, they purchased a portion of the slope area to accommodate the proposed subdivision. After that, they started looking at the grading and we feel it is a good idea to minimize the slope in that area. In order to accomplish that, they will be running that slope out into this area. He recommended approval.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to accept the petition for a slope easement and direct staff to refer the matter to the Planning Commission.**

*The motion passed unanimously. (5-0)*

- C. Review, consideration, and possible action pertaining to a request to purchase approximately 2,800 sq. ft. of City owned parcel referred to as APN 001-01R-001, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved a petition to sell or lease approximately 900 sq. ft. to the applicant at their February 11, 2020 meeting. The applicant has since requested a larger parcel, 70x40, and has submitted a new application.

Pursuant to NRS 268.063, the City Council may adopt a resolution which triggers an “economic development” exception, finding that it is in the best interest of the public to sell the property without offering the property to the public. SAW

Mr. Wilkinson explained Safelink had considered the purchase of 900 sq. ft. just off the cul-de-sac on the west side of the 5<sup>th</sup> Street Bridge. Subsequent to that request, they determined they need a larger piece of ground to accommodate their equipment. They proposed 2,800 sq. ft. is needed for their full build-out. We are looking at a possible economic development determination in order to sell the property.

Mayor Keener noted it is the same as heard in February but a larger piece of property.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to authorize staff to obtain the required appraisal for the proposed sale of a 2,800 sq. ft. portion of APN: 001-01R-001 and proceed with the statutory process for selling the parcel pursuant to NRS 268.063, subject to the Council accepting the appraisal.**

*The motion passed unanimously. (5-0)*

- D. Review, consideration, and possible action to accept a petition requesting that the City of Elko provide 1 buffer tube of fiber in existing fiber paths to CC Communications in exchange for CC Communications providing the City of Elko a buffer of the same liner feet within the city, and matters related thereto. **FOR POSSIBLE ACTION**



The City of Elko approved a non-exclusive franchise agreement with the CC Communications on February 11, 2020. The non-exclusive franchise agreement does not provide for the use of City owned fiber. CC Communications is requesting the City consider allowing CC Communication use of the existing fiber in exchange for an equivalent city use of CC Communications fiber. A separate agreement between the parties would be required. SAW

Mr. Wilkinson explained none of the franchise agreements allow for the use of City fiber or the conduit in which City fiber exists. CC Communications has taken a look at our maps and has determined there will be some benefit for the Council to consider. Legal has taken a look at the NRS and believes we can develop an agreement under the NRS that will allow this to occur.

Mark Feest, GM CC Communications, thanked Council for allowing him to present this request. CC Communications sat down with the Mayor and the Assistant City Manager and discussed the assets the City had. We felt the City owned fibers down Idaho Street were not going to be used. We wanted to purchase some of those fibers but found out there was an opinion by the City Attorney that without an appraisal, it cannot be sold. We looked for an avenue that would benefit everyone. We proposed an even exchange of linear foot by linear foot. The fiber will just sit there unused otherwise, even though it does have value.

Councilman Hance asked if CC Communications had any plans to build out in Elko.

Mr. Feest answered they plan to serve anyone that their fiber passes. There are businesses and residences along their proposed paths that they would be willing to serve. That is why they got the franchise agreement rather just permits to bury fiber.

Mr. Wilkinson said CC Communications also reached out to Dennis Strickland. They had discussion about intelligent signaling. This route would provide some of that opportunity of having the fiber on 12<sup>th</sup> and the capability of having it run to the Public Works Office for the intelligent signaling. The details of how this would work is something several staff could sit down and discuss with CC Communications.

Councilman Hance had some concerns regarding this because CC Communications is going to be servicing a neighboring community with this fiber. The City would not gain the benefit of it. We can put in our own fiber. Fiber is not a dollar for dollar for what you get. They are getting a mile of very valuable fiber but we may not get the same value in the fiber we get.

Mr. Wilkinson said the NRS doesn't look at dollar for dollar. The infrastructure in Idaho Street right now is City owned and not being used.

Mayor Keener said this is not exclusive and could be open to other providers if they petition Council.

Dave Stanton, City Attorney, mentioned the NRS has several different mechanisms that can be used in exchanges. There is a provision that if it is going to be an exchange for property, subject to some limitations, we have to pay or convey property worth an amount the current appraised value of the property being exchanged. If it is going to be exchanged it does have to be equal to the current appraised value.

Mayor Keener asked if we are going to exchange a mile of very valuable fiber down Idaho Street, we may get four miles of another area.

Mr. Stanton said yes, that is a possibility.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to accept a petition requesting the City of Elko provide one buffer tube of fiber in existing fiber paths to CC Communications in exchange for CC Communications providing the City of Elko a buffer the same linear feet within the City equal to the current appraised value of the property being exchanged.**

Councilman Hance said they are asking for valuable fiber without offering anything of equal value. We have no reason to run twelve fibers to individual City facilities. We dropped our franchise fees to zero and nobody is wanting to provide anything in the City. In Spring Creek they are digging in dirt to provide that fiber at a lower cost. He can support this motion but wants to be involved in the agreement process.

*The motion passed unanimously. (5-0)*

## **VII. PUBLIC HEARINGS**

- A. Review, consideration, and possible adoption of Emergency Ordinance No. EO-001, an emergency ordinance deferring certain utility fees, penalties, and charges to assist businesses adversely affected by the COVID-19 Pandemic, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the proposed emergency ordinance has been included in the agenda packet for review. CC

Curtis Calder, City Manager, explained at the request of some public at the last meeting, for some relief in water billing, we came up with this emergency ordinance for deferrals for businesses not on water meters. We need to cover our costs so this may or may not get a lot of takers. We have some grant funding available for water meter installation.

Kelly Wooldridge pointing out that on the agenda, this is numbered EO-001 but the Ordinance number is actually 851. She wondered if Mr. Stanton had an opinion on what ordinance number to use.

Dave Stanton, City Attorney, stated for the purposes of this meeting, the ordinance number didn't matter. The next number in line will be fine.

Ms. Wooldridge asked that when they make a motion, Ordinance No. 851 be used.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to adopt Ordinance No. 851.**

*The motion passed unanimously. (5-0)*

#### **IV. APPROPRIATIONS (Cont.)**

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

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

*The motion passed unanimously. (5-0)*

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

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

*The motion passed. (4-0 Mayor Keener abstained.)*

#### **VIII. REPORTS**

A. Mayor and City Council

*Councilman Stone reported he was contacted by Janet Pescio regarding the seniors living at Highland Manor that are not allowed to leave their rooms. He set up his music and played for the seniors and it was a good time for everyone.*

*Mayor Keener reported he met with Danny Story with the Elko Adult Softball League. They want to get their league (and other sports) up and running again. The Elko Rotary Club asks that if there is someone with a need, they may be able to help out. They are looking at parades and other events for the residents. He will be reaching out to Council and staff to help with some projects. He is getting a large volume of phone calls from the public and hopes to have more information for everyone soon from the Governor.*

B. City Manager

*Curtis Calder updated everyone on what is going on with staffing. This was the first week they brought some people back to work. We went from about 33% being home to about 15% being home. This is where we will probably stay until the emergency directives are lifted. There was a press release last week extending the shutdown from the previously described date of April 30. We were anticipating a new date but one has not been released. The Attorney General says a new date will be posted in the next day or so. We are hoping to see something soon. Regarding the unemployment situation, he felt that was completely unacceptable and will write a letter.*

*Mayor Keener noted that after this meeting, we will have to resume the RDA meeting. Kelly Wooldridge stated there may be an issue getting back onto the previous webinar.*

*Cathy Laughlin noted all was left on that agenda was reports.*

*Dave Stanton said there will be final public comment, terminate the City Council Meeting, and then resume the RDA meeting. In terms of open meeting law, you recessed the meeting so you can resume the meeting after Council Meeting.*

C. Assistant City Manager

D. Utilities Director

*Dale Johnson reported they broke ground on the WRF/Water Shop yesterday. The project is underway.*

*Mayor Keener said there was an issue with the screens clogging at the WRF. Is that still an issue?*

*Mr. Johnson answered that doesn't seem to be an issue right now.*

E. Public Works

F. Airport Manager

*Jim Foster reported they are averaging one or two people a flight, for the midday flight. There will be no Tuesday or Saturday flights moving forward. There will only be five days of flights a week. There is a 98% drop in enplanements nationwide.*

G. City Attorney

H. Fire Chief

*Chief Griego said they are still progressing with the work at the EOC and trying to soften the blow to the public. They are working with private industry providers with food donations. The faith-based groups have helped with the food deliveries. We are trying to band together countywide to provide all the services they can. The new engine has been delivered and it is being outfitted. He hopes to have it in service in the next week.*

I. Police Chief

*Chief Trouten reported they have been in contact with the schools regarding graduation ceremonies. The protest that occurred last week was well behaved and set a good example.*

J. City Clerk

K. City Planner

L. Development Manager

M. Financial Services Director

N. Parks and Recreation Director

*James Wiley reported the pool repair project will be put out to bid as soon as the budget is complete. They will keep the pool closed during construction.*

*Mayor Keener asked about COVID related pool closures.*

*Mr. Wiley said he has heard that the swimming is safe due to chlorine and other chemicals in the water. The showers and other parts of the facilities are where the dangers are and need to be sanitized. They have increased the staff in the parks for maintenance. He has a letter from Danny Story that he will read into the record during public comments.*

O. Civil Engineer

P. Building Official

## COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. Comments may be made through GoToWebinar.com, or by calling (775) 777-0590, or email comments to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

James Wiley, Parks and Recreation Director, read the letter from Danny Story into the record (Exhibit "A").

Mayor Keener noted in the letter Danny stated that they are willing to volunteer time to help with care and feeding of the fields. Can the City accept volunteer help in this case?

Curtis Calder, City Manager, said we have a volunteer program at the City. You have to go through the application process like a regular employee, in order to have the appropriate workers compensation coverage.

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

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration and possible award of bid for Snow Removal Equipment contingent on funding by the Federal Aviation Administration through Airport Improvement Grant #51, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council previously authorized Staff to apply for FAA Grant Application #AIP 51 on March 12, 2019. On April 14, 2020, City Council authorized Staff to solicit bids. Bids were opened on May 7, 2020. The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and de-icing sprayer. This grant is fully funded by the FAA with no local match required. Staff will provide a recommendation from Jviation, Inc. to award the bid. As a reminder, the FAA will award grants based on bids. JF**
6. Budget Impact Statement:  

**Appropriation Required: \$ 417, 188.00**  
**Budget amount available:**  
**Fund name: Airport Enterprise**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **None**
9. Recommended Motion: **Move to award bid for Snow Removal Equipment contingent on funding by the Federal Aviation Administration through Airport Improvement Grant #51.**
10. Prepared By: **Jim Foster, Airport 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 approval of Final Map No. 1-20, filed by Kelly Builders, LLC, for the development of a subdivision entitled Townhomes at Ruby View involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development and 1 common lot within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **15 Minutes**
5. Background Information: **The subject property is located on the south side of Indian View Heights Drive near the intersection of Griswold Drive (APN 001-530-026). The Planning Commission considered this item on May 5, 2020 and took action to forward a recommendation to conditionally approve Final Map 1-20. MR**
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, Approved Construction Plans, P.C. Action Report, Staff Report, and related correspondence.**
9. Recommended Motion: **Conditionally approve Final Map 1-20 for the Townhomes at Ruby View subdivision subject to the findings and conditions as recommended by the Planning Commission.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution:  

**Kelly Builders, LLC**  
**209 Raptor Court**  
**Elko, NV 89801**  
**kellybuilders@frontiernet.net**

**Carter Engineering, LLC**  
**Attn: Lana Carter**  
**P.O. Box 794**  
**Elko, NV 89801**  
**lanacarter@live.com**





# **CITY OF ELKO**

## **Planning Department**

*Website:* [www.elkocity.com](http://www.elkocity.com)  
*Email:* [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### **CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of May 5, 2020**

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on May 5, 2020 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 1-20, filed by Kelly Builders, LLC, for the development of a subdivision entitled Townhomes at Ruby View involving the proposed division of approximately 1.297 acres of property into 10 townhouse lots for residential development and 1 common lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto.

Subject property is located on the south side of Indian View Heights Drive at the intersection of Griswold Drive. (APN 001-530-026)

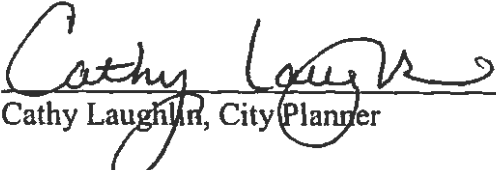
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recommended that the City Council accept, on behalf of the public, the parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication; that the final map substantially complies with the tentative map; that the City Council approve the agreement to install improvements in accordance with the approved construction plans that satisfies the requirements of Title 2, Chapter 3, and conditionally approve Final Map 1-20 with conditions listed in the Staff Report dated April 20, 2020 with additions, listed as follows:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Townhomes at Ruby View is approved for 10 townhouse lots and 1 common lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
8. Conformance with the conditions of approval of the Tentative Map is required.
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 of the 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. Consider changing the Public Access Easement to a Reciprocal Access Easement that benefits only the property owner.
11. Fill in the two missing dimensions along the Access Easement.

The Planning Commission's findings to support its recommendation are the Final Map for Townhomes at Ruby View has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Map is in conformance with the Tentative Map. The proposed subdivision is in conformance with the Land Use and Transportation Component of the Master Plan. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City Code. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City Code. 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 3-3-19 of City Code. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City Code, have been approved by City Staff. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City Code. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 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 proposed development is in conformance with Section 3-8 of City Code.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Michele Rambo, Development Manager (email)  
Kelly Wooldridge, City Clerk

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 5/5**

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

Title: Final Map No. 1-20 Town Homes at Ruby View  
Applicant(s): Kelly Builders, LLC  
Site Location: S Side of Indian View Heights @ intersection of Griswold  
Current Zoning: R Date Received: 2/25 Date Public Notice: N/A  
COMMENT: This is for the division of  $\approx$  1.29 acres into 10 lots  
and a common area, entitled Town Homes at Ruby View

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 4/21/20  
Recommend approval as presented by staff

SAV

Initial

City Manager: Date: 4/22/20  
No comments/concerns.

cc

Initial

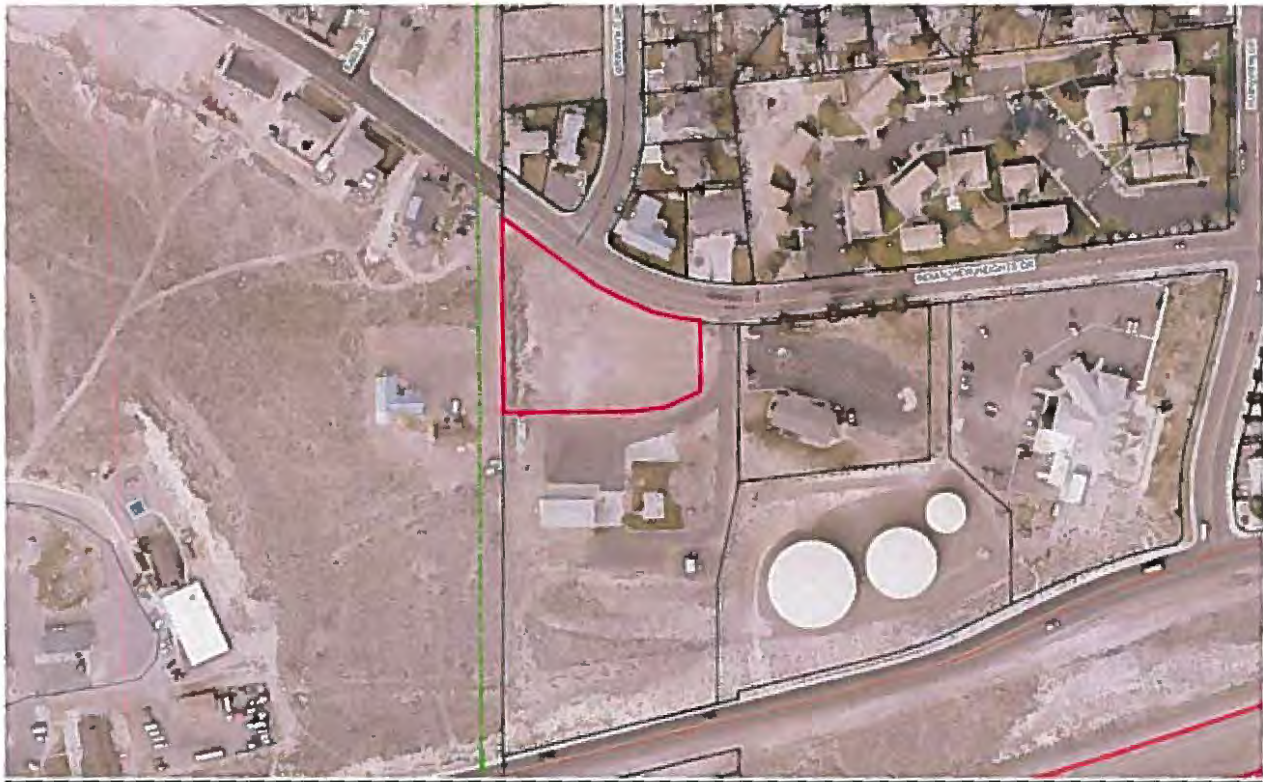


City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
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## **CITY OF ELKO STAFF REPORT**

<b>REPORT DATE:</b>	<b>April 20, 2020</b>
<b>PLANNING COMMISSION DATE:</b>	<b>May 5, 2020</b>
<b>AGENDA ITEM NUMBER:</b>	<b>I.B.1</b>
<b>APPLICATION NUMBER:</b>	<b>Final Map 1-20</b>
<b>APPLICANT:</b>	<b>Kelly Builders, LLC</b>
<b>PROJECT DESCRIPTION:</b>	<b>Townhomes at Ruby View</b>

**A Final Map for the division of approximately 1.297 acres into 10 townhouse lots for residential development and 1 common lot within an R (Single Family and Multiple Family Residential) zoning district.**



### **STAFF RECOMMENDATION:**

**RECOMMEND CONDITIONAL APPROVAL, subject to findings of fact, and conditions as stated in this report.**

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-530-026

**PARCEL SIZE:** 1.297 Acres

**EXISTING ZONING:** (R) Single-Family and Multiple-Family Residential.

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

**EXISTING LAND USE:** Vacant

### **BACKGROUND:**

1. The Final Map for Townhomes at Ruby View has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Townhomes at Ruby View Tentative Map.
3. The City Council conditionally approved the Townhomes at Ruby View Tentative Map.
4. The subdivision is located on APN 001-530-026.
5. The proposed subdivision consists of 10 residential lots and 1 common lot.
6. The total subdivided area is approximately 1.297 acres.
7. The proposed density is 7.71 units per acre.
8. No public streets are being dedicated as part of this subdivision.
9. Drainage and utility easements are provided along all lot lines.
10. The property is located on the south side of Indian View Heights Drive at the intersection of Griswold Drive.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- North: Single and Multiple Residential / Developed
- South: Single and Multiple Residential (R) / Developed
- East: Single and Multiple Residential (R) / Developed
- West: Tribal Land / Developed

### **PROPERTY CHARACTERISTICS:**

- The property is an undeveloped residential parcel.
- The site abuts previous residential development to the north, churches to the south, east, and west.
- The parcel has some slope to it, which is incorporated into the design of the lots where possible.
- The property will be accessed off of Indian View Heights Drive.

### **APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:**

- 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 – Section 3-3-7 Final Map State (Stage III)
- City of Elko Zoning – Section 3-3-8 Content and Format of Final Map Submittal
- City of Elko Zoning – Section 3-3-9 to 3-3-16 (Inclusive) Subdivision Design Standards
- City of Elko Zoning – Section 3-3-17 to 3-3-22 (Inclusive) Public Improvements/Guarantees
- City of Elko Zoning - Section 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 Zoning Code Standards
- City of Elko Zoning – Section 3-8 Flood Plain Management

#### **MASTER PLAN - Land use:**

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

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

#### **MASTER PLAN - Transportation:**

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

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

#### **ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

#### **ELKO WELLHEAD PROTECTION PLAN:**

The property is located within the 20-year capture zone for several City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

#### **SECTION 3-3-7 FINAL MAP STAGE (STAGE III):**

**Pre-submission Requirements (C)(1)** – The Final Map is in conformance with the zone requirements.

**Pre-submission Requirements (C)(2)** – The proposed Final Map conforms to the Tentative Map.

#### **SECTION 3-3-8 CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:**

- A. Form and Content – The Final Map conforms to the required size specifications and provides the appropriate affidavits and certifications.

**B. Identification Data**

1. The Final Map identifies the subdivision and provides its location by section, township, range, and county.
2. The Final Map was prepared by a properly licensed surveyor.
3. The Final Map provides a scale, north arrow, and date of preparation.

**C. Survey Data**

1. The boundaries of the subdivision are fully balanced and closed.
2. Any exceptions are noted on the Final Map.
3. The Final Map is tied to a section corner.
4. The location and description of any physical encroachments upon the boundary of the subdivision are noted on the Final Map.

**D. Descriptive Data**

1. The name, right-of-way lines, courses, lengths, and widths of all streets and easements are noted on the Final Map.
2. All drainage ways are noted on the Final Map.
3. All utility and public service easements are noted on the Final Map.
4. The location and dimensions of all lots, parcels, and exceptions are shown on the Final Map.
5. All residential lots are numbered consecutively on the Final Map.
6. There are no sites dedicated to the public shown on the Final Map.
7. The locations of adjoining subdivisions are noted on the Final Map 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 with space to be certified by a notary public.

**F. Additional Information**

1. All centerline monuments for streets are noted as being set on the Final Map.
2. The centerline and width of each right-of-way is noted on the Final Map.
3. The Final Map 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 Final Map.
5. The Final Map is located adjacent to a city boundary, which is shown on the Final Map.
6. The Final Map identifies the location of the section lines nearest the property.

**G. City to Check**

1. Closure calculations have been provided. Civil improvement plans have been approved. Drainage plans have been approved. An engineer's estimate has been provided.
2. The lot closures are within the required tolerances.

**H. Required Certifications**

1. The Owner's Certificate is shown on the Final Map.
2. The Owner's Certificate offers for dedication all right-of-ways shown on the Final Map.



3. A Clerk Certificate is shown on the Final Map, certifying the signature of the City Council.
4. The Owner's Certificate offers for dedication all easements shown on the Final Map.
5. A Surveyor's Certificate is shown on the Final Map and provides the required language.
6. The City Engineer's Certificate is shown on the Final Map.
7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
8. The engineer of record has submitted the Tentative Map and construction plans to the state, which have been approved.
9. A certificate from the Division of Water Resources is provided on the Final Map with the required language.
10. The construction plans identify the required water meters for the subdivision.

#### **SECTION 3-3-9 THROUGH 3-3-16 (INCLUSIVE)**

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

#### **SECTION 3-3-17 RESPONSIBILITY FOR PUBLIC IMPROVEMENTS**

The subdivider shall be responsible for all required improvements in conformance with this section of City code.

#### **SECTION 3-3-18 CONSTRUCTION PLANS**

The subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with this section of City code. The plans have been approved by City staff.

#### **SECTION 3-3-19 CONSTRUCTION AND INSPECTION**

The subdivider has submitted plans to the city and state agencies for review to receive all permits in accordance with this section of City code.

#### **SECTION 3-3-20 REQUIRED IMPROVEMENTS**

The subdivider has submitted civil improvement plans which are in conformance with this section of City code.

Civil improvements include curb, gutter, and sidewalk as well as paving and utilities within the Indian View Heights right-of-way.

### **SECTION 3-3-21 AGREEMENT TO INSTALL IMPROVEMENTS**

The subdivider will be required to enter into a Performance Agreement to conform to this section of City code.

### **SECTION 3-3-22 PERFORMANCE AND MAINTENANCE GUARANTEES**

The subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with this section of City code.

### **SECTIONS 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), AND 3-2-17**

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

### **SECTION 3-8 FLOODPLAIN MANAGEMENT:**

This parcel is not designated in a Special Flood Hazard Area (SFHA).

### **FINDINGS**

1. The Final Map for Townhomes at Ruby View has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Map is in conformance with the Tentative Map.
3. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive).
5. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City code.
6. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City code.
7. 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 3-3-19 of City code.
8. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City code, have been approved by City staff.
9. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City code.

10. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City code.
11. 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.
12. The proposed development is in conformance with Section 3-8 of City code.

**STAFF RECOMMENDATION:**

Staff recommends this item be **conditionally approved** with the following conditions:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Townhomes at Ruby View is approved for 10 townhouse lots and 1 common lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
8. Conformance with the conditions of approval of the Tentative Map is required.
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 of the Standard Specifications for Public Works. All right-of-way and utility improvements are to be certified by the Engineer of Record for the project.



**City of Elko – Development Department**  
**1755 College Avenue**  
**Elko, NV 89801**  
**Telephone: 775.777.7210**  
**Facsimile: 775.777.7219**

March 3, 2020

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

Re: Townhomes at Ruby View – Complete Submittal (Final Map 1-20)

Dear Ms. Carter:

The City of Elko has reviewed your Final Map application materials for the Townhomes at Ruby View (submitted February 27, 2020) and has found them to be complete. We will now begin processing your application by transmitting the materials to other City departments for their review. You may receive further comments or corrections as these reviews progress.

I will keep you updated on the status of your application, but please feel free to contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP  
Development Manager  
mrambo@elkocitynv.gov

CC: High Desert Engineering, LLC  
Attn: Bob Morley  
640 Idaho Street  
Elko, NV 89801

City of Elko – File



City of Elko – Development Department  
1755 College Avenue  
Elko, NV 89801  
Telephone: 775.777.7210  
Facsimile: 775.777.7219

January 2, 2020

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

Re: Townhomes at Ruby View – Incomplete Submittal (Final Map 1-20)

Dear Ms. Carter:

The City of Elko has reviewed your Final Map application materials for the Townhomes at Ruby View (submitted February 25, 2020) and has found it to be incomplete. Please have the surveyor revise the Final Map to include the information listed below.

1. The subdivision tied to a section corner.
2. Label the western property line as City Limits.

Please resubmit the revised Final Map by March 9, 2020 to ensure sufficient time for other departments to review and comment prior to the April 7, 2020 Planning Commission meeting. Please include in your resubmittal a new PDF copy of the revised Final Map. As outlined in Section 3-3-5(C)(4), these revisions must be received within 90-days of the original filing date (February 25, 2020), or the submittal will automatically expire.

Please contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP  
Development Manager  
mrambo@elkocitynv.gov

CC: High Desert Engineering, LLC  
Attn: Bob Morley  
640 Idaho Street  
Elko, NV 89801

City of Elko – File

**Carter Engineering, LLC**  
**Civil Engineering**

P. O. Box 794  
Elko, Nevada 89803  
775-397-2531



**Transmittal Letter**

**RECEIVED**

FEB 25 2020

Date: February 25, 2020

To: Cathy Laughlin, City Planner  
City of Elko  
1751 College Avenue  
Elko, Nevada 89801

From: Lana L. Carter, P.E.  
Carter Engineering, LLC

Regarding: The Town Homes at Ruby View - Final Map Submittal

Description of Attachments:

1. Application
2. Fee (Check 1596 - \$1,025.00)
3. Lot Closure Calculations
4. Wall Calculations
5. Hydrology Study
6. Engineer's Estimate
7. Soils Report
8. 3 Copies of the Final Map (24"x36")
9. 3 Sets of the Construction Plans (24"x36")
10. 1 Set of the Final Map and Construction Plans (8.5"x11")
11. PDF copy of the entire submittal on a jump drive.

Remarks:

Hello Cathy,

Please accept the attached submittal for The Town Homes at Ruby View. It is my understanding that the State submittal will be made after Planning Commission approval and that it is desired to wait until then to prepare the State materials and fees allowing any changes due to the City's review process to be included within the State submittal package. We appreciate everyone's help throughout this process.

Thanks - Lana L Carter

Cc: Wade and Laura Kelly, Kelly Builders, LLC



## 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):	Kelly Builders, LLC		
MAILING ADDRESS:	209 Raptor Court, Elko Nevada 89801		
PHONE NO (Home):		(Business):	775-777-3217
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.:	001-530-026	Address:	1553 Indian View Heights Drive
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.	Parcel 1 of file No. 707194		
PROJECT DESCRIPTION OR PURPOSE: 10 lot single family residential townhome development with one remainder parcel as the common area			
APPLICANT'S REPRESENTATIVE OR ENGINEER: Lana L. Carter, P.E., Carter Engineering LLC			

#### **FILING REQUIREMENTS:**

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

<b>Identification Data</b>	
✓	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
<b>Survey Data (Required)</b>	
✓	Boundaries of the Tract fully balanced and closed
✓	Any exception within the plat boundaries
✓	The subdivision is to be tied to a section corner
N/A	Location and description of all physical encroachments
<b>Descriptive Data</b>	
✓	Street Layout, location, widths, easements
N/A	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
<b>Dedication and Acknowledgment</b>	
✓	Statement of dedication for items to be dedicated
✓	Execution of dedication acknowledged by a notary public
<b>Additional Information</b>	
N/A	Street CL, and Monuments identified
N/A	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
<b>City Engineer to Check</b>	
✓	Closure report for each of the lots
✓	Civil Improvement plans
✓	Estimate of quantities required to complete the improvements
<b>Required Certifications</b>	
✓	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**

WADE KELLY

(Please print or type)

**Mailing Address**

209 RAPTOR CT

Street Address or P.O. Box

ELKO NV 89801

City, State, Zip Code

Phone Number:

775-934-4234

Email address:

KELLYBUILDERS@FRONTIER.NET

**SIGNATURE:**

Wade Kelly

**FOR OFFICE USE ONLY**

File No.:

1-20

Date Filed:

2/25/20

Fee Paid:

\$1025.00

CL# 15916

(10 lots + Common Area) \*25 = 275.00  
+ 750.00  
= 1025.00





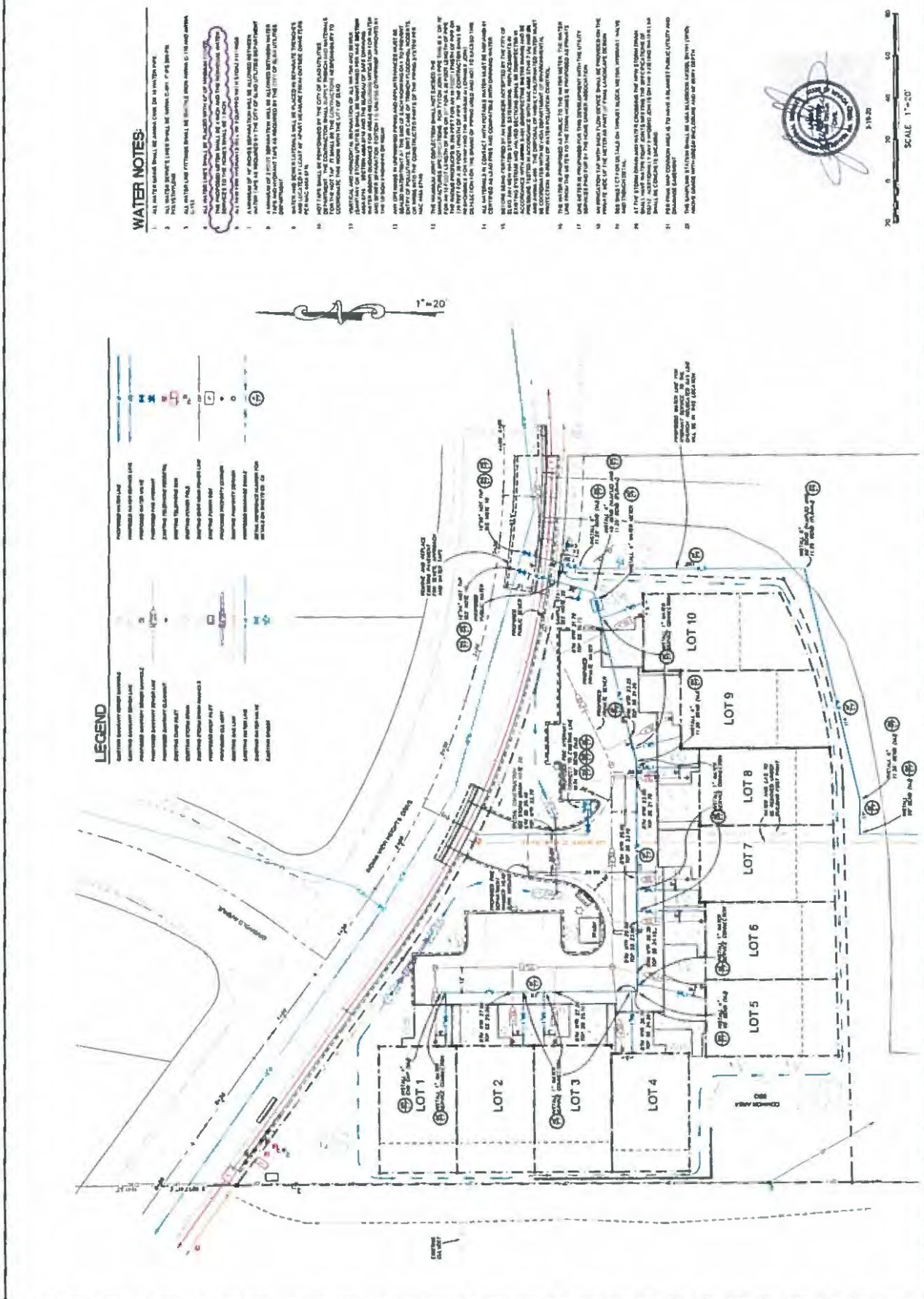




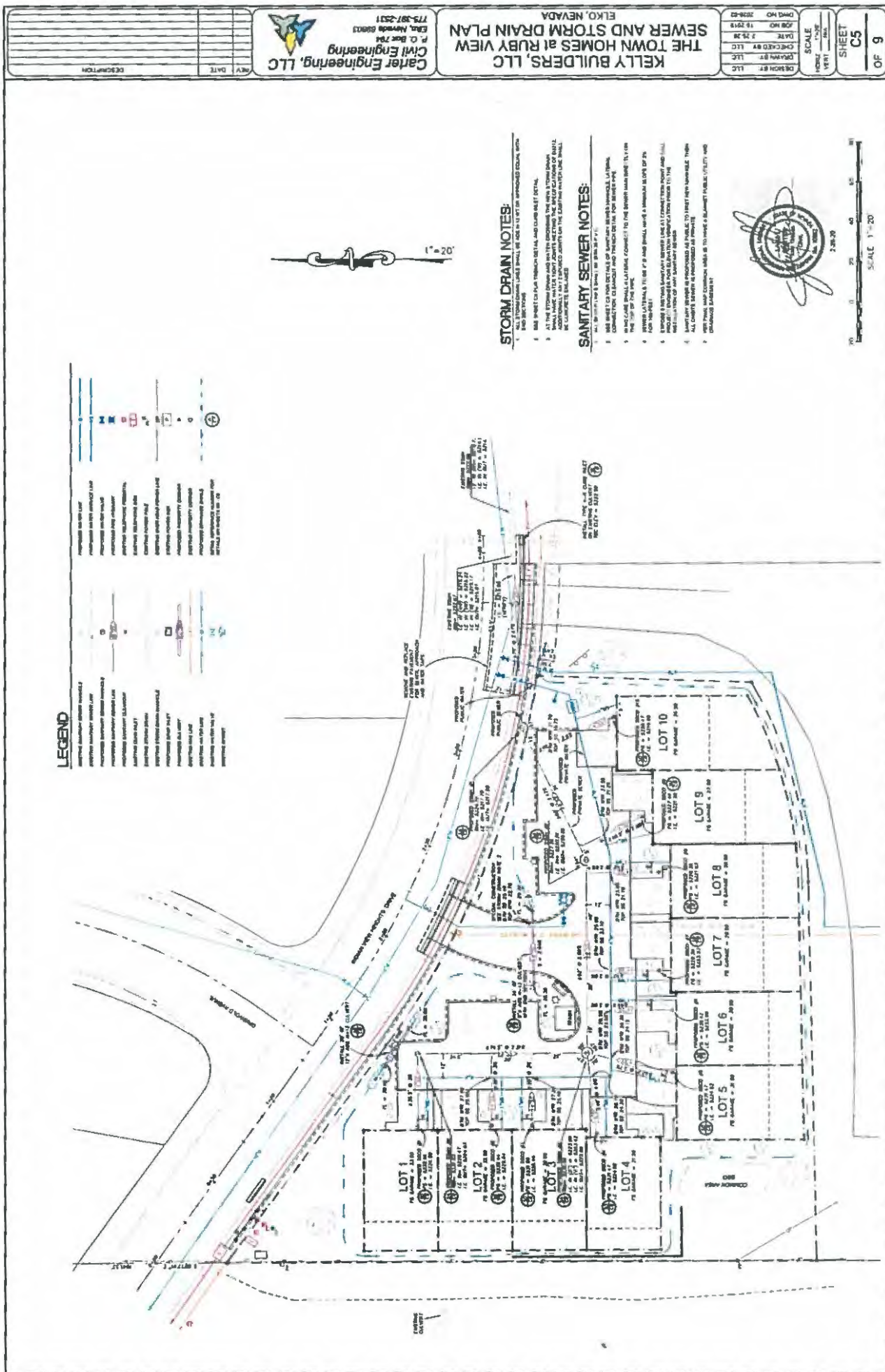










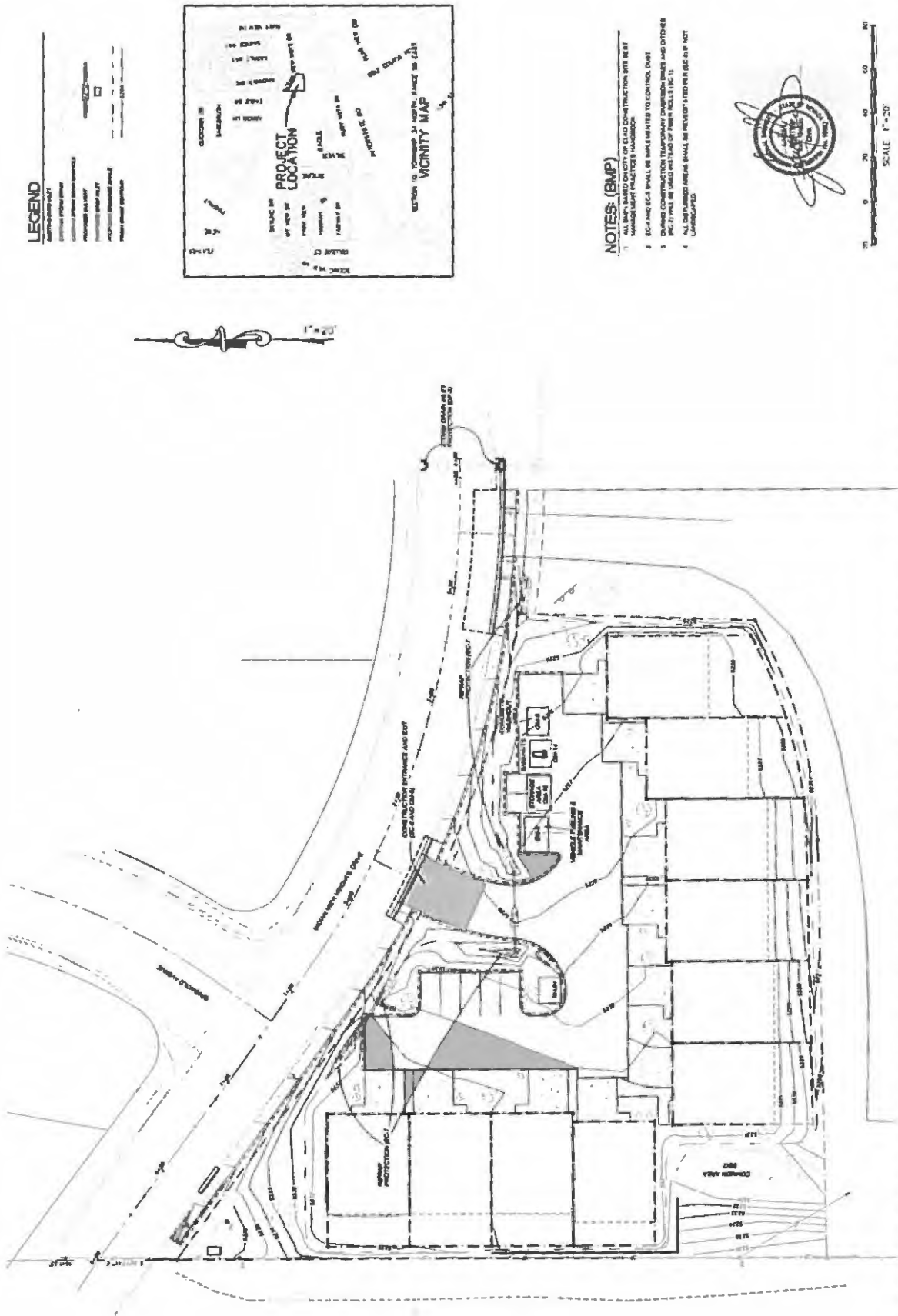


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**LEGEND**

--- SILT FENCE

--- SEDIMENT BASIN

--- EROSION CONTROL MEASURE

--- EXISTING ROAD

--- EXISTING DRIVE

--- EXISTING UTILITY

--- EXISTING FENCE

--- EXISTING CURB

--- EXISTING SIDEWALK

--- EXISTING PAVEMENT

--- EXISTING GRAVEL

--- EXISTING ASPHALT

--- EXISTING CONCRETE

--- EXISTING BRICK

--- EXISTING STONE

--- EXISTING WOOD

--- EXISTING METAL

--- EXISTING PLASTER

--- EXISTING GYPSUM

--- EXISTING CEMENT

--- EXISTING SOIL

--- EXISTING ROCK

--- EXISTING VEGETATION

--- EXISTING WATER

--- EXISTING AIR

--- EXISTING LIGHT

--- EXISTING SOUND

--- EXISTING SMELL

--- EXISTING TASTE

--- EXISTING TOUCH

--- EXISTING FEEL

--- EXISTING HEAR

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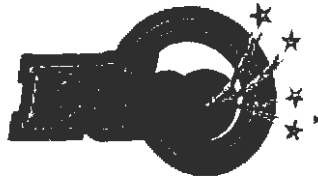


- NOTES: (BMP)**
1. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED WITH BEST MANAGEMENT PRACTICES (BMP).
  2. EROSION CONTROL MEASURES SHALL BE MAINTAINED TO CONTROL EROSION.
  3. EROSION CONTROL MEASURES SHALL BE MAINTAINED TO CONTROL EROSION.
  4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED TO CONTROL EROSION.



**Elko City Council  
Agenda Action Sheet**

1. **Title: Review, consideration and possible approval of Final Map No. 2-20, filed by Koinonia Development, LP, for the development of a subdivision entitled Mountain View Townhomes Unit 1 involving the proposed division of approximately 3.27 acres of property into 12 townhouse lots for residential development, 1 common lot, and 1 remainder parcel for future development within the CT (Commercial Transitional) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: May 12, 2020**
3. **Agenda Category: SUBDIVISION**
4. **Time Required: 15 Minutes**
5. **Background Information: The subject property is located on the south side of N 5<sup>th</sup> Street at the intersection of Mary Way. (APN 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075). The Planning Commission considered this item on May 5, 2020 and took action to forward a recommendation to conditionally approve Final Map 2-20. MR**
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, Approved Construction Plans, P.C. Action Report, Staff Report, and related correspondence.**
9. **Recommended Motion: Conditionally approve Final Map 2-20 for the Mountain View Townhomes Unit 1 subdivision subject to the findings and conditions as recommended by the Planning Commission.**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: Planning Commission**
12. **Council Action:**
13. **Council Agenda Distribution:**
  - Koinonia Development, LP**
  - Attn: John Smales**
  - 207 Brookwood Drive**
  - Elko, NV 89801**
  - [johnskoinonia@gmail.com](mailto:johnskoinonia@gmail.com)**
  
  - High Desert Engineering, LLC**
  - Attn: Tom Ballew**
  - [teballew@frontiernet.net](mailto:teballew@frontiernet.net)**



# **CITY OF ELKO**

## **Planning Department**

*Website:* [www.elkocity.com](http://www.elkocity.com)  
*Email:* [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### **CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of May 5, 2020**

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on May 5, 2020 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 2-20, filed by Koinonia Development, LP, for the development of a subdivision entitled Mountain View Townhomes – Unit 1 involving the proposed division of approximately 1.00 acres of property into 12 townhouse lots for residential development and 1 common lot approximately 26,784 sq. ft. in area and 1 remainder parcel approximately 2.38 acres in size, within the CT (Commercial Transitional) Zoning District, and matters related thereto.

Subject property is located on the south side of N 5th Street at the intersection of Mary Way. (APN 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075)

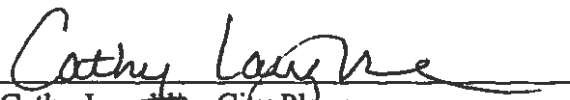
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recommended that the City Council accept, on behalf of the public, the parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication; that the final map substantially complies with the tentative map; that the City Council approve the agreement to install improvements in accordance with the approved construction plans that satisfies the requirements of Title 2, Chapter 3, and conditionally approve Final Map 2-20 with conditions listed in the Staff Report dated April 20, 2020, listed as follows:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Mountain View Townhomes – Unit 1 is approved for 12 townhouse lots and 1 common lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
8. Conformance with the conditions of approval of the Tentative Map is required.
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 of the 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. Fire Department Turnaround to be constructed to 2018 IFC Appendix D 102.1 Access and Loading...*approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds.*
11. Fire department turn around be labeled as "FIRE DEPARTMENT TURN-AROUND ACCESS EASEMENT".

The Planning Commission's findings to support its recommendation are the Final Map for Mountain View Townhomes – Unit 1 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Map is in conformance with the Tentative Map. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City Code. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City Code. 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 3-3-19 of City Code. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City Code, have been approved by City Staff. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City Code. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 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 proposed development is in conformance with Section 3-8 of City Code.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Michele Rambo, Development Manager (email)  
Kelly Wooldridge, City Clerk



**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 5/5**

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

Title: Final Map No. 2-20 Mountain View Town Homes - Unit 1  
Applicant(s): Koinonia Development, LP  
Site Location: S side N. 5th St. across from Mary Way  
Current Zoning: CT Date Received: 3/17 Date Public Notice: N/A  
COMMENT: This is for the division of 1 acre into 12 lots and a  
common area  $\approx$  26,784 sq ft in area and 1 remainder parcel  $\approx$  2.38 acres  
in size.

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 4/21/20  
Recommend approval as presented by staff

SAH

Initial

City Manager: Date: 4/22/20  
No comments/concerns.

CC

Initial





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

## **CITY OF ELKO STAFF REPORT**

<b>REPORT DATE:</b>	<b>April 20, 2020</b>
<b>PLANNING COMMISSION DATE:</b>	<b>May 5, 2020</b>
<b>AGENDA ITEM NUMBER:</b>	<b>I.B.2</b>
<b>APPLICATION NUMBER:</b>	<b>Final Map 2-20</b>
<b>APPLICANT:</b>	<b>Koinonia Development, LP</b>
<b>PROJECT DESCRIPTION:</b>	<b>Mountain View Townhomes – Unit 1</b>

A Final Map for the division of approximately 1.00 acre into 12 townhouse lots for residential development and 1 common lot approximately 26,784 sq. ft. in area and 1 remainder parcel approximately 2.38 acres in size, within a CT (Commercial Transitional) zoning district.



### **STAFF RECOMMENDATION:**

**RECOMMEND CONDITIONAL APPROVAL**, subject to findings of fact, and conditions as stated

in this report.

## **PROJECT INFORMATION**

<b>PARCEL NUMBER:</b>	001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075
<b>PARCEL SIZE:</b>	3.24 Acres – Approved Tentative Map 1.00 Acre – Proposed Unit 1
<b>EXISTING ZONING:</b>	(CT) Commercial Transitional
<b>MASTER PLAN DESIGNATION:</b>	(MU-NGHBHD) Mixed-Use Neighborhood
<b>EXISTING LAND USE:</b>	Vacant

### **BACKGROUND:**

1. The Final Map for Mountain View Townhomes-Unit 1 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Mountain View Townhomes Tentative Map.
3. The City Council conditionally approved the Mountain View Townhomes Tentative Map.
4. The subdivision is located on APNs 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075 (being purchased from the City of Elko).
5. The proposed overall subdivision consists of 44 residential lots and 1 common lot.
6. The total subdivided area is approximately 3.24 acres.
7. The proposed density is 13.58 units per acre.
8. No public streets are being dedicated as part of this subdivision.
9. Drainage and utility easements are provided along all lot lines.
10. The property is located on the south side of N 5<sup>th</sup> Street at the intersection of Mary Way.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- Northwest: Commercial (C) / Developed
- Northeast: Residential Mobile Home (RMH) / Developed
- Southwest: Public/Quasi-Public (PQP) / Developed
- Southeast: Commercial (C) / Developed

### **PROPERTY CHARACTERISTICS:**

- The property is an undeveloped commercial parcel.
- The site abuts previous residential development to the northeast, commercial buildings on the northwest and southeast, and Mountain View Park on the southwest.
- The parcel is generally flat, but has some significant slope in the southwest corner, which

- has been incorporated into the tentative map design.
- The property will be accessed by two driveways off of N 5<sup>th</sup> Street.

**APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:**

- 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 – Section 3-3-7 Final Map State (Stage III)
- City of Elko Zoning – Section 3-3-8 Content and Format of Final Map Submittal
- City of Elko Zoning – Section 3-3-9 to 3-3-16 (Inclusive) Subdivision Design Standards
- City of Elko Zoning – Section 3-3-17 to 3-3-22 (Inclusive) Public Improvements/ Guarantees
- City of Elko Zoning – Section 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 Zoning Code Standards
- City of Elko Zoning – Section 3-8 Flood Plain Management

**MASTER PLAN - Land use:**

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

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

**MASTER PLAN - Transportation:**

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

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

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

**ELKO WELLHEAD PROTECTION PLAN:**

The property is located within the 20-year capture zone for several City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

**SECTION 3-3-7 FINAL MAP STAGE (STAGE IID):**

**Pre-submission Requirements (C)(1)** – The Final Map is in conformance with the zone requirements.

**Pre-submission Requirements (C)(2)** – The proposed Final Map conforms to the Tentative Map.

**SECTION 3-3-8 CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:**

- A. Form and Content - The Final Map conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
  - 1. The Final Map identifies the subdivision and provides its location by section, township, range, and county.
  - 2. The Final Map was prepared by a properly licensed surveyor.
  - 3. The Final Map provides a scale, north arrow, and date of preparation.
- C. Survey Data
  - 1. The boundaries of the subdivision are fully balanced and closed.
  - 2. Any exceptions are noted on the Final Map.
  - 3. The Final Map is tied to a section corner.
  - 4. The location and description of any physical encroachments upon the boundary of the subdivision are noted on the Final Map.
- D. Descriptive Data
  - 1. The name, right-of-way lines, courses, lengths, and widths of all streets and easements are noted on the Final Map.
  - 2. All drainage ways are noted on the Final Map.
  - 3. All utility and public service easements are noted on the Final Map.
  - 4. The location and dimensions of all lots, parcels, and exceptions are shown on the Final Map.
  - 5. All residential lots are numbered consecutively on the Final Map.
  - 6. There are no sites dedicated to the public shown on the Final Map.
  - 7. The locations of adjoining subdivisions are noted on the Final Map 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 with space to be certified by a notary public.
- F. Additional Information
  - 1. All centerline monuments for streets are noted as being set on the Final Map.
  - 2. The centerline and width of each right-of-way is noted on the Final Map.
  - 3. The Final Map 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 Final Map.
  - 5. The Final Map is not located adjacent to a city boundary.
  - 6. The Final Map identifies the location of the section lines nearest the property.
- G. City to Check
  - 1. Closure calculations have been provided. Civil improvement plans have been approved. Drainage plans have been approved. An engineer's estimate has been provided.
  - 2. The lot closures are within the required tolerances.
- H. Required Certifications
  - 1. The Owner's Certificate is shown on the Final Map.

2. The Owner's Certificate offers for dedication all right-of-ways shown on the Final Map.
3. A Clerk Certificate is shown on the Final Map, certifying the signature of the City Council.
4. The Owner's Certificate offers for dedication all easements shown on the Final Map.
5. A Surveyor's Certificate is shown on the Final Map and provides the required language.
6. The City Engineer's Certificate is shown on the Final Map.
7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
8. The engineer of record has submitted the Tentative Map and construction plans to the state, but no written approval has been received.
9. A certificate from the Division of Water Resources is provided on the Final Map with the required language.
10. The construction plans identify the required water meters for the subdivision.

#### **SECTION 3-3-9 THROUGH 3-3-16 (INCLUSIVE)**

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

#### **SECTION 3-3-17 RESPONSIBILITY FOR PUBLIC IMPROVEMENTS**

The subdivider shall be responsible for all required improvements in conformance with this section of City code.

#### **SECTION 3-3-18 CONSTRUCTION PLANS**

The subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with this section of City code. The plans have been approved by City staff.

#### **SECTION 3-3-19 CONSTRUCTION AND INSPECTION**

The subdivider has submitted plans to the city and state agencies for review to receive all permits in accordance with this section of City code.

#### **SECTION 3-3-20 REQUIRED IMPROVEMENTS**

The subdivider has submitted civil improvement plans which are in conformance with this section of City code.

Civil improvements include curb, gutter, and sidewalk as well as paving and utilities within the N 5thn Street right-of-way.

### **SECTION 3-3-21 AGREEMENT TO INSTALL IMPROVEMENTS**

The subdivider will be required to enter into a Performance Agreement to conform to this section of City code.

### **SECTION 3-3-22 PERFORMANCE AND MAINTENANCE GUARANTEES**

The subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with this section of City code.

### **SECTIONS 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), AND 3-2-17**

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

### **SECTION 3-8 FLOODPLAIN MANAGEMENT:**

This parcel is not designated in a Special Flood Hazard Area (SFHA).

### **FINDINGS**

1. The Final Map for Mountain View Townhomes – Unit 1 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Map is in conformance with the Tentative Map.
3. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive).
5. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City code.
6. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City code.
7. 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 3-3-19 of City code.
8. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City code, have been approved by City staff.

9. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City code.
10. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City code.
11. 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.
12. The proposed development is in conformance with Section 3-8 of City code.

**STAFF RECOMMENDATION:**

Staff recommends this item be **conditionally approved** with the following conditions:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Mountain View Townhomes - Unit 1 is approved for 12 townhouse lots and 1 common lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
8. Conformance with the conditions of approval of the Tentative Map is required.
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 of the 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. Fire Department Turnaround to be constructed to 2018 IFC Appendix D 102.1 Access and Loading...*approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds.*
11. Fire department turn around be labeled as "FIRE DEPARTMENT TURN-AROUND ACCESS EASEMENT".





## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801

(775) 777-7160 \* (775) 777-7119 fax

# APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s): Koinonia Development, LP  
MAILING ADDRESS: 207 Brookwood Drive, Elko, NV 89801  
PHONE NO (Home) \_\_\_\_\_ (Business) (775) 303-8492  
NAME OF PROPERTY OWNER (If different): same  
(Property owner consent in writing must be provided)  
MAILING ADDRESS: same  
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):  
ASSESSOR'S PARCEL NO.: 001-610-096, 097, 098 & 099 Address N/A  
Lot(s), Block(s), & Subdivision \_\_\_\_\_  
Or Parcel(s) & File No. Adjusted Parcels 1, 2 & 3, File 765673 & Parcel 4, File 416535  
PROJECT DESCRIPTION OR PURPOSE: 12 Lot Single Family Residential Subdivision  
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 1<sup>st</sup> 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 3-3-8

<b>Identification Data</b>	
✓	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
<b>Survey Data (Required)</b>	
✓	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
<b>Descriptive Data</b>	
✓	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
<b>Dedication and Acknowledgment</b>	
✓	Statement of dedication for items to be dedicated
✓	Execution of dedication acknowledged by a notary public
<b>Additional Information</b>	
✓	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
<b>City Engineer to Check</b>	
✓	Closure report for each of the lots
✓	Civil Improvement plans
✓	Estimate of quantities required to complete the improvements
<b>Required Certifications</b>	
✓	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:** Koinonia Development, LP – Contact: Luke Fitzgerald  
(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) 303-8492

**Email address:** elkoluke@gmail.com

**SIGNATURE:** 

**FOR OFFICE USE ONLY**

12 Lots + Common + Remainder = 14

File No.: 2-20 Date Filed: 3/17/20 Fee Paid:  $\$1075 + \$25 = \$1,100$  +  $\$350$  =  $\$1,450$   
CL#15580 CL#15581 \$1,100

---

Thomas C. Ballew, P.E., P.L.S.  
Robert E. Morley, P.L.S.  
Duane V. Merrill, P.L.S.

---



March 17, 2020

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Consulting Civil Engineering  
Land Surveying  
Water Rights

---

RECEIVED

MAR 17 2020

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Cathy Laughlin, City Planner  
City of Elko  
1751 College Avenue  
Elko, NV 89801

Re: Mountain View Town Homes  
Unit 1

Dear Cathy,

Enclosed please find the following items regarding the above referenced project:

- Application for Final Plat Approval.
- Ten (10) 24"x36" copies of the proposed Final Plat Map.
- Two (2) 24"x36" copies of the Site Construction Drawings
- One (1) copy of the subdivision lot calculations.
- One (1) copy of the Public Improvement Estimate
- Check in the amount of \$1,075.00 for the Final Plat review fee (payee City of Elko).

Pdf copies of the documents listed above will be transmitted to you.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,  
HIGH DESERT Engineering, LLC

Thomas C. Ballew, P.E., P.L.S.

enclosures

cc Luke Fitzgerald, Koinonia Development, LP

[illegible]

APPROVAL - CITY OF ELRO CITY COUNCIL

FINAL MAP  
OF  
MOUNTAIN VIEW TOWN HOMES  
UNIT NUMBER 1  
A TOWN HOUSE SUBDIVISION

**HIGH DESERT  
ENGINEERING**  
117  
940 GRAND STREET  
GLAD VALLEY BRANCH  
GLAD VALLEY ARIZONA  
SECTION 12, T34N R. 28W E. S12 & 16  
GLAD COUNTY ARIZONA  
22001

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Diagram of a rectangular lot with dimensions 75.00' and 12.00'.

107

312

APPROVAL - METAL DIVISION OF ENVIRONMENTAL PROTECTION

[illegible][illegible]

• B-7 REPORT OF THE U.S. ARMY AIRCRAFT CAPTURED BY  
CAPTAIN JAMES H. HARRIS  
STATION NUMBER 100-100000

---

STATE OF NEW YORK  
IN SENATE  
JANUARY 11, 1906.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

GRADE \_\_\_\_\_

SCORE \_\_\_\_\_

TREASURER'S CERTIFICATE

DATE \_\_\_\_\_

CITY COUNTY STATE

[illegible]

---



CALL USA TOLL FREE  
-800-227-2800



KOINONIA DEVELOPMENT, LP  
207 BROOKWOOD DRIVE  
ELKO, NEVADA 89801  
LUKE FITZGERALD - (775) 303-8492

[illegible][illegible][illegible]

This is a detailed black and white map of the urban area of Bielefeld, Germany. The map shows a dense grid of streets, particularly in the central and right-hand portions. A prominent road, labeled 'B 1', runs diagonally from the top left towards the bottom center. Another road, labeled 'B 2', runs horizontally across the middle. The map also shows various districts and landmarks, including 'Bielefeld' and 'Bielefeld-Stadt'. The map is oriented with North at the top.

## LEGEND:

[illegible]

**HIGH DESERT ENGINEERING, LLC**  
640 IDAHO STREET  
ELKO, NEVADA 89801  
(775) 738-4053



## CONSTRUCTION DRAWINGS

- |   |                                      |
|---|--------------------------------------|
| 1 | TITLE SHEET                          |
| 2 | DEMOLITION & EROSION CONTROL PLAN    |
| 3 | PLAN & PROFILE - ACCESS ROAD         |
| 4 | SEWERING & DRAINAGE PLAN             |
| 5 | SITE DETAILS                         |
| 6 | WASH ENCLOSURE & MAIL BOX DETAILS    |
| 7 | WATER SYSTEM DETAILS & UTILITY NOTES |
| 8 | SANITARY & STORM SEWER DETAILS       |

**SUPPLEMENTAL DRAWINGS**

- APPROVED**  
DATE: 05-20-2014 09:45:00 AM

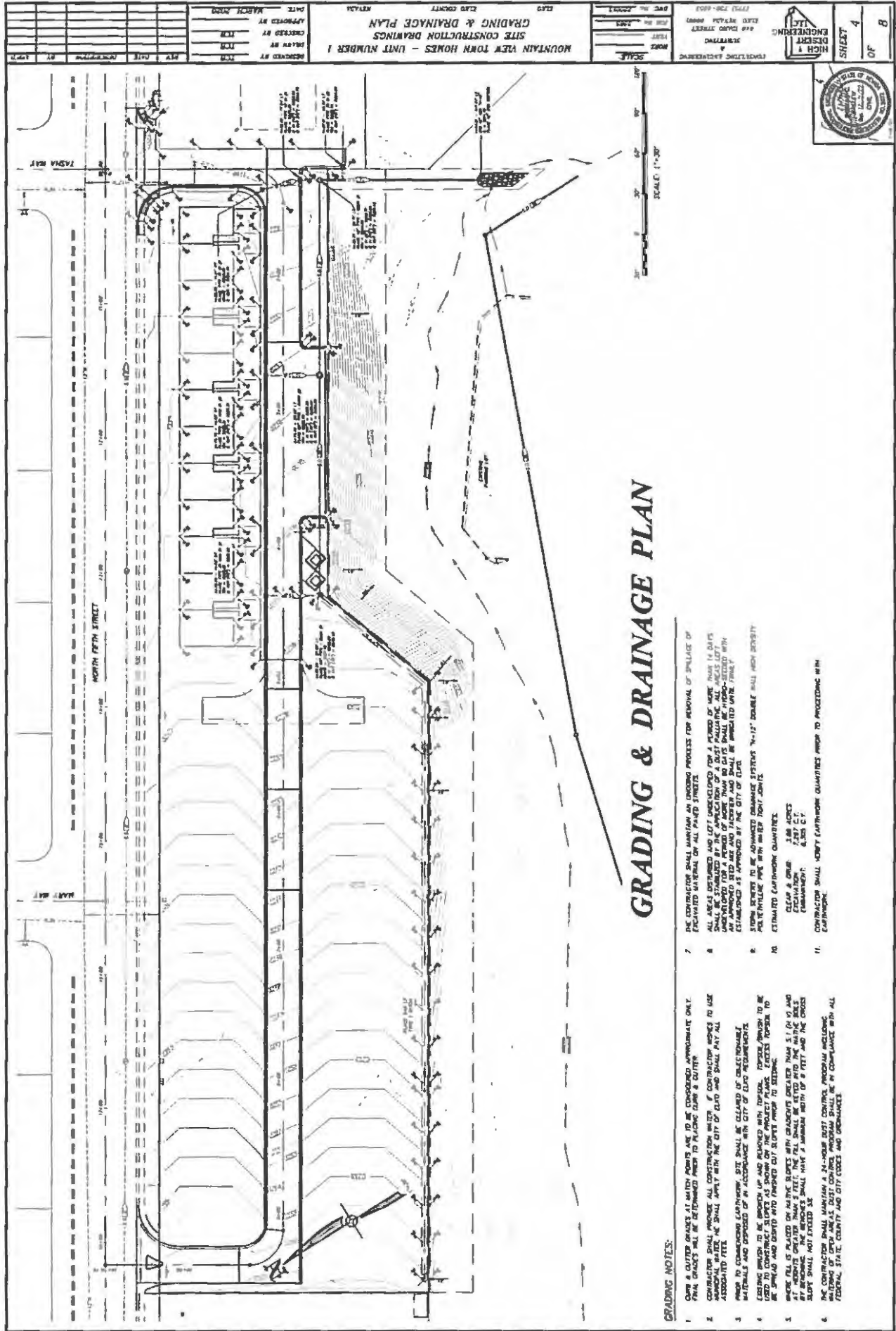
**ABBREVIATIONS:**

[illegible]

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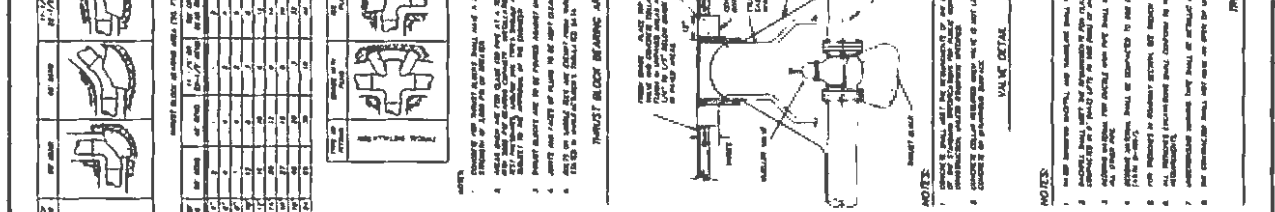
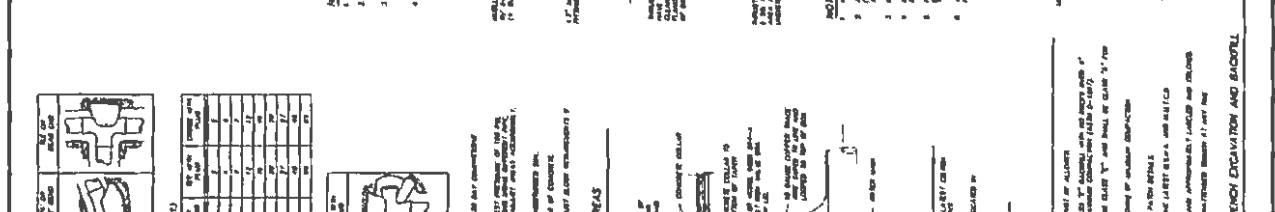
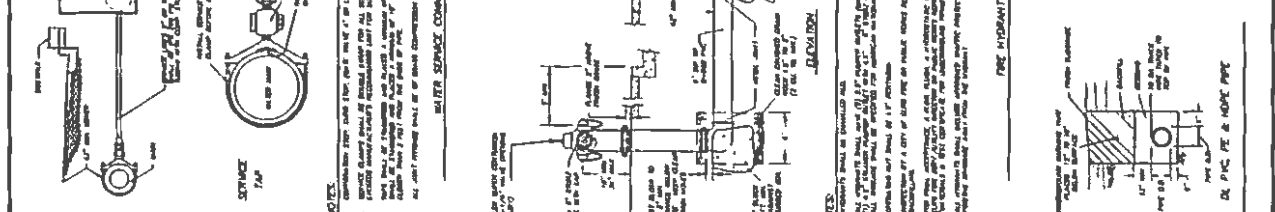
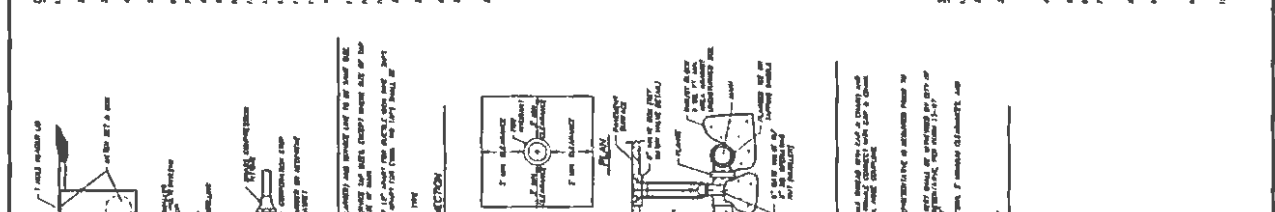
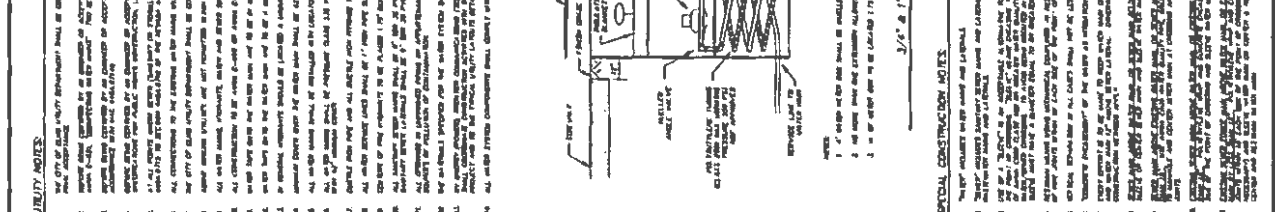
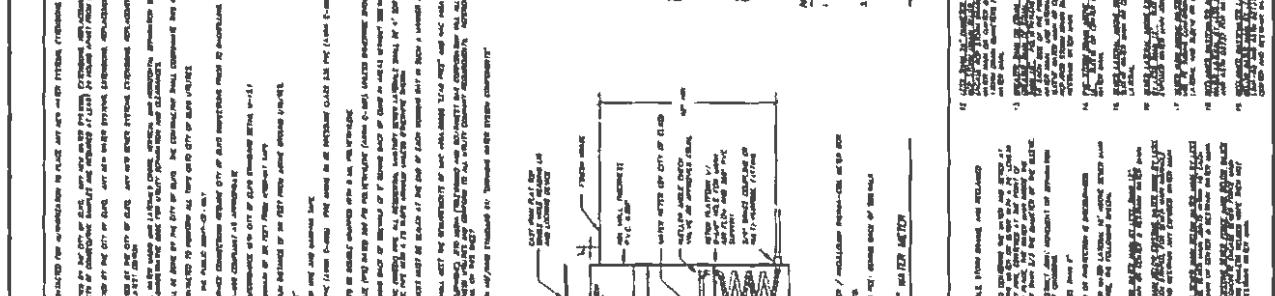
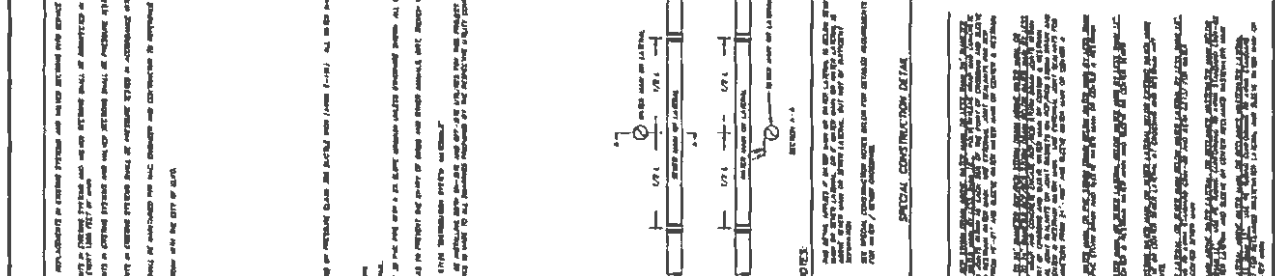


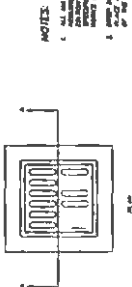
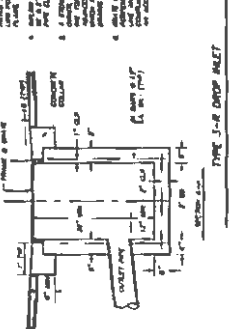
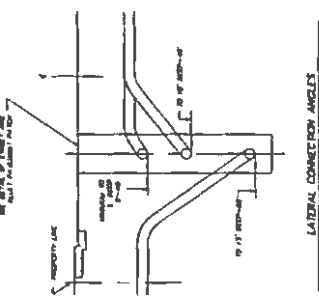
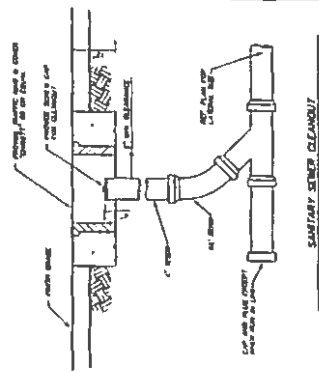










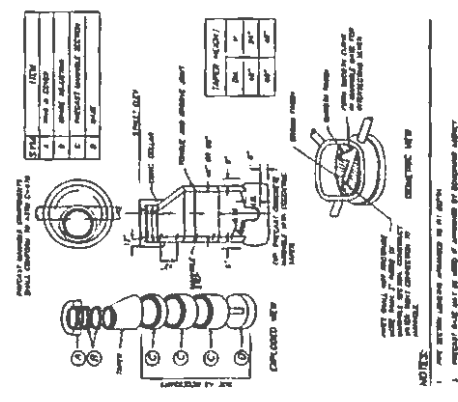
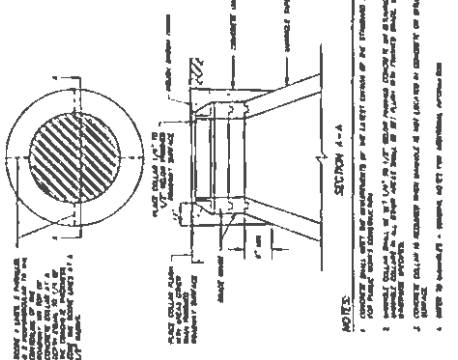
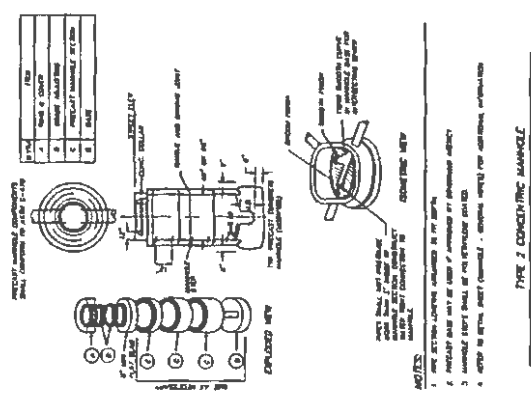
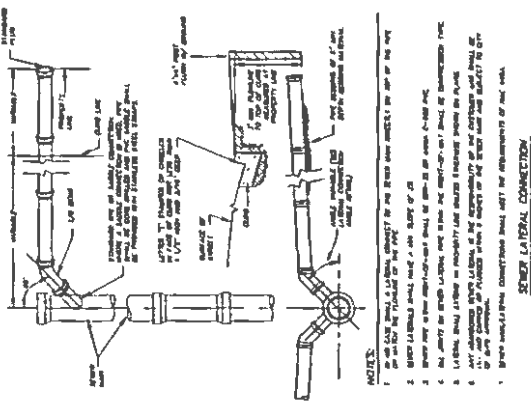
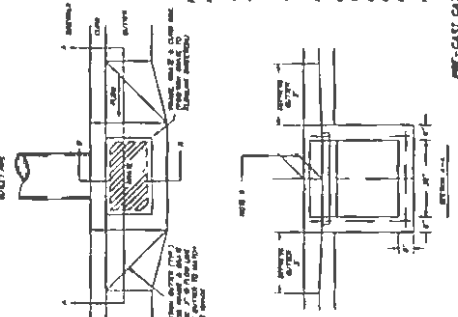
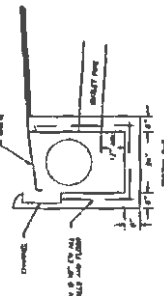


**MANUFACTURER - GENERAL NOTES**

- The manufacturer shall verify the dimensions of all items per the latest revision of the manufacturer's catalog.
- Standard dimensions shall be given as shown in the catalog.
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**NOTES**

- Use 4" minimum diameter for all sanitary sewer lines.
- Use 6" minimum diameter for all storm sewer lines.
- Use 8" minimum diameter for all main sewer lines.
- Use 12" minimum diameter for all main storm sewer lines.
- Use 18" minimum diameter for all main sewer lines.
- Use 24" minimum diameter for all main storm sewer lines.
- Use 30" minimum diameter for all main sewer lines.
- Use 36" minimum diameter for all main storm sewer lines.
- Use 42" minimum diameter for all main sewer lines.
- Use 48" minimum diameter for all main storm sewer lines.

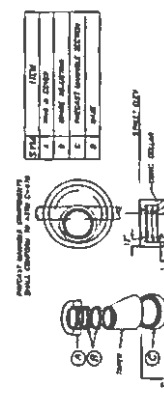


**MANUFACTURER TYPE 1**

- The manufacturer shall verify the dimensions of all items per the latest revision of the manufacturer's catalog.
- Standard dimensions shall be given as shown in the catalog.
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- Standard dimensions shall be given as shown in the catalog.

**NOTES**

- Use 4" minimum diameter for all sanitary sewer lines.
- Use 6" minimum diameter for all storm sewer lines.
- Use 8" minimum diameter for all main sewer lines.
- Use 12" minimum diameter for all main storm sewer lines.
- Use 18" minimum diameter for all main sewer lines.
- Use 24" minimum diameter for all main storm sewer lines.
- Use 30" minimum diameter for all main sewer lines.
- Use 36" minimum diameter for all main storm sewer lines.
- Use 42" minimum diameter for all main sewer lines.
- Use 48" minimum diameter for all main storm sewer lines.



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Mountain View Townhomes Unit 1 subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
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, including 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. As part of the conditions of approval for Final Map 2-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR**
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: **Performance/Maintenance Agreement**
9. Recommended Motion: **Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Mountain View Townhomes subdivision and require that the developer enter into the agreement within 30 days.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Koinonia Development, LP  
207 Brookwood Drive  
Elko, NV 89801  
[elkoluke@gmail.com](mailto:elkoluke@gmail.com)**  
  
**High Desert Engineering, LLC  
640 Idaho Street  
Elko, NV 89801  
[tcballer@frontiernet.net](mailto:tcballer@frontiernet.net)**

**AGREEMENT TO INSTALL IMPROVEMENTS**  
**AND PROVIDE MAINTENANCE GUARANTY**

**THIS AGREEMENT** made and entered into this 12th day of May, 2020, 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 **Koinonia Development, LP**, a Nevada Limited Partnership, hereinafter referred to as "**Developer**."

**RECITALS**

- A. WHEREAS**, Developer is subdividing certain property within the City, the subdivision being generally known as **Mountain View Townhomes Unit 1**, into twelve (12) separate townhouse parcels and one (1) common lot by means of a subdivision map, identified by the City as Final Map No. 2-20;
- 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 **Four Hundred Eighty-Four Thousand, Eleven Dollars (\$484,011.00)**, 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 as 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 Map on May 12, 2020;
- 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 **Forty-Eight Thousand, Four Hundred and One Dollars and Ten Cents (\$48,401.10)** (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) (requiring the improvements to be completed to the satisfaction of the City) (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, the Developer may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC 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 for any components of the Work which cannot be certified by testing (i.e. special construction of utility crossings); 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 **Forty-Eight Thousand, Four Hundred and One Dollars and Ten Cents (\$48,401.10)**, 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, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining Work;
- 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, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining Work;
- 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 May 12, 2020, 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 Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Koinonia Development, LP, 207 Brookwood Drive, 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.

Q. **PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK.** Developer acknowledges that posting a performance guaranty for the remaining Work does not constitute acceptance of the subdivision improvements by the City. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate City departments.

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 – KOINONIA DEVELOPMENT, LP

By: \_\_\_\_\_  
REECE KEENER, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

# MOUNTAIN VIEW TOWN HOMES - UNIT 1

## Public Improvement Estimate

March 15, 2020

ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY	EXTENSION
<b>Mobilization</b>					
1	Mobilization	\$ 5,000.00	L.S.	1	\$ 5,000.00
2	Erosion Control	2,500.00	L.S.	1	2,500.00
3	Traffic Control	1,000.00	L.S.	1	1,000.00
<b>Adjustments &amp; Removals</b>					
4	Adjust Existing Valve Box	500.00	Each	2	1,000.00
5	Remove Existing Concrete	5.00	S.F.	412	2,060.00
6	Remove Existing Pavement	2.00	S.F.	2,285	4,570.00
7	Remove Existing Waste Materials	5.00	C.Y.	480	2,400.00
<b>Earthwork</b>					
8	Clearing & Grubbing	2,000.00	Acres	4	7,760.00
9	Unclassified Excavation	2.00	C.Y.	7,297	14,594.00
10	Unclassified Embankment	3.00	C.Y.	6,305	18,915.00
<b>Sanitary Sewer</b>					
11	8" SDR-35 PVC Sanitary Sewer	45.00	L.F.	496	22,320.00
12	48" Type 1 Sanitary Sewer Manhole	4,200.00	Each	1	4,200.00
13	48" Type 2 Sanitary Sewer Manhole	4,200.00	Each	1	4,200.00
14	Sanitary Sewer Cleanout	1,500.00	Each	1	1,500.00
15	4" Sanitary Sewer Service	1,500.00	Each	12	18,000.00
<b>Water</b>					
16	8" Class 235 PVC Water	45.00	L.F.	441	19,845.00
17	6" Class 235 PVC Water	55.00	L.F.	30	1,650.00
18	12"x8" Reducer	1,000.00	Each	1	1,000.00
19	8" Gate Valve	1,250.00	Each	1	1,250.00
20	8" 11-1/4° Bend	500.00	Each	2	1,000.00
21	8" Adapter	250.00	Each	1	250.00
22	8" End Plug	250.00	Each	1	250.00
23	8"x6" Tee	750.00	Each	2	1,500.00
24	6" Gate Valve	1,000.00	Each	2	2,000.00
25	Fire Hydrant	4,500.00	Each	2	9,000.00
26	1" Water Service	2,500.00	Each	12	30,000.00

# MOUNTAIN VIEW TOWN HOMES - UNIT 1

## Public Improvement Estimate

March 15, 2020

ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY	EXTENSION
<b>Storm Drain</b>					
27	8" ADS "N-12" HDPE Storm Sewer	50.00	L.F.	141	7,050.00
28	10" ADS "N-12" HDPE Storm Sewer	50.00	L.F.	111	5,550.00
29	12" ADS "N-12" HDPE Storm Sewer	50.00	L.F.	186	9,300.00
30	36" ADS "N-12" HDPE Storm Sewer	60.00	L.F.	159	9,540.00
31	48" Type 1 Storm Sewer Manhole	4,200.00	Each	1	4,200.00
32	60" Type 1 Storm Sewer Manhole	4,500.00	Each	2	9,000.00
33	Type 3R Drop Inlet	2,000.00	Each	2	4,000.00
34	Type 3R Drop Inlet - Modified	2,000.00	Each	2	4,000.00
35	Type 4R Drop Inlet	2,500.00	Each	1	2,500.00
<b>Surfacing</b>					
36	Type 2, Class B, Aggregate Base	45.00	C.Y.	385	17,325.00
37	Type 2 Curb & Gutter	27.00	L.F.	674	18,198.00
38	Type 2 Curb & Gutter w/ Apron	25.00	S.F.	472	11,800.00
39	Type 1 Curb & Gutter	27.00	L.F.	63	1,701.00
40	Type 1 Barrier Curb	25.00	L.F.	128	3,200.00
41	6' Valley Gutter	11.00	S.F.	253	2,783.00
42	4" Sidewalk	5.75	S.F.	1,937	11,137.75
43	3" Plantmix Bituminous Surface	2.60	S.F.	11,444	29,754.40
44	Seal Coat	0.10	S.F.	11,444	1,144.40
<b>Miscellaneous</b>					
45	Street Lights	3,000.00	Each	2	6,000.00
46	Stop & Street Sign	500.00	Each	1	500.00
<b>Public Utilities</b>					
47	Electric	45,000.00	L.S.	1	45,000.00
48	Telephone	8,000.00	L.S.	1	8,000.00
49	Television	4,000.00	L.S.	1	4,000.00
50	Natural Gas	15,000.00	L.S.	1	15,000.00
<b>Construction Total</b>					<b>\$ 408,448</b>
<b>Davis Bacon Wage Rates</b>		15.0%	L.S.		61,267
<b>Construction Engineering</b>		3.5%	L.S.		14,296
<b>Public Improvement Estimate Total</b>					<b>\$ 484,011</b>



EXHIBIT B

# MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1

## A TOWNHOUSE SUBDIVISION

### SITE CONSTRUCTION DRAWINGS

THIS SET BEING THE  
 ONE SET  
 USA  
 1-800-227-2600

#### OWNER:

KOINONIA DEVELOPMENT, LP  
 207 BROOKWOOD DRIVE  
 ELKO, NEVADA 89801  
 LUKE FITZGERALD - (775) 303-8492

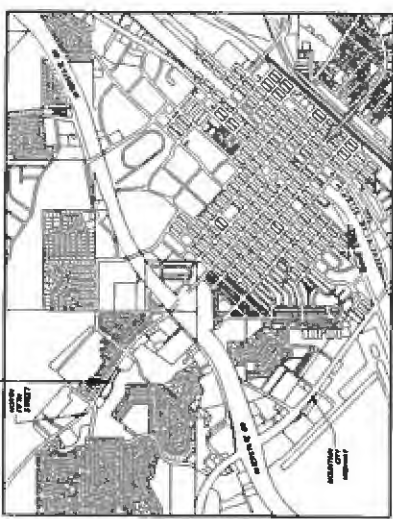
#### GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO PLANNING DEPARTMENT'S SUBDIVISION MAP ACT, CHAPTER 24, AND THE SUBDIVISION MAP ACT, CHAPTER 24, AND THE SUBDIVISION MAP ACT, CHAPTER 24.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELKO PLANNING DEPARTMENT'S SUBDIVISION MAP ACT, CHAPTER 24, AND THE SUBDIVISION MAP ACT, CHAPTER 24, AND THE SUBDIVISION MAP ACT, CHAPTER 24.
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#### PROJECT DATA:

DATE	PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	PROJECT STATUS
01/01/2000	MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1	ELKO, NEVADA	TOWNHOUSE SUBDIVISION	UNDER CONSTRUCTION
01/01/2000	MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1	ELKO, NEVADA	TOWNHOUSE SUBDIVISION	UNDER CONSTRUCTION
01/01/2000	MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1	ELKO, NEVADA	TOWNHOUSE SUBDIVISION	UNDER CONSTRUCTION
01/01/2000	MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1	ELKO, NEVADA	TOWNHOUSE SUBDIVISION	UNDER CONSTRUCTION

MOUNTAIN VIEW  
 TOWN HOMES



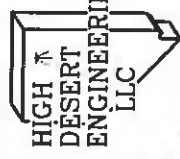
VICINITY MAP

#### LEGEND:

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#### ENGINEER:

HIGH DESERT ENGINEERING, LLC  
 640 IDAHO STREET  
 ELKO, NEVADA 89801  
 (775) 738-4053



#### SHEET INDEX:

1. TITLE SHEET
2. CONSTRUCTION DRAWINGS
3. SUPPLEMENTAL DRAWINGS
4. ABBREVIATIONS
5. VICINITY MAP
6. PROJECT DATA
7. GENERAL NOTES
8. LEGEND
9. SHEET INDEX
10. APPROVED
11. APPROVED
12. APPROVED
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#### SUPPLEMENTAL DRAWINGS



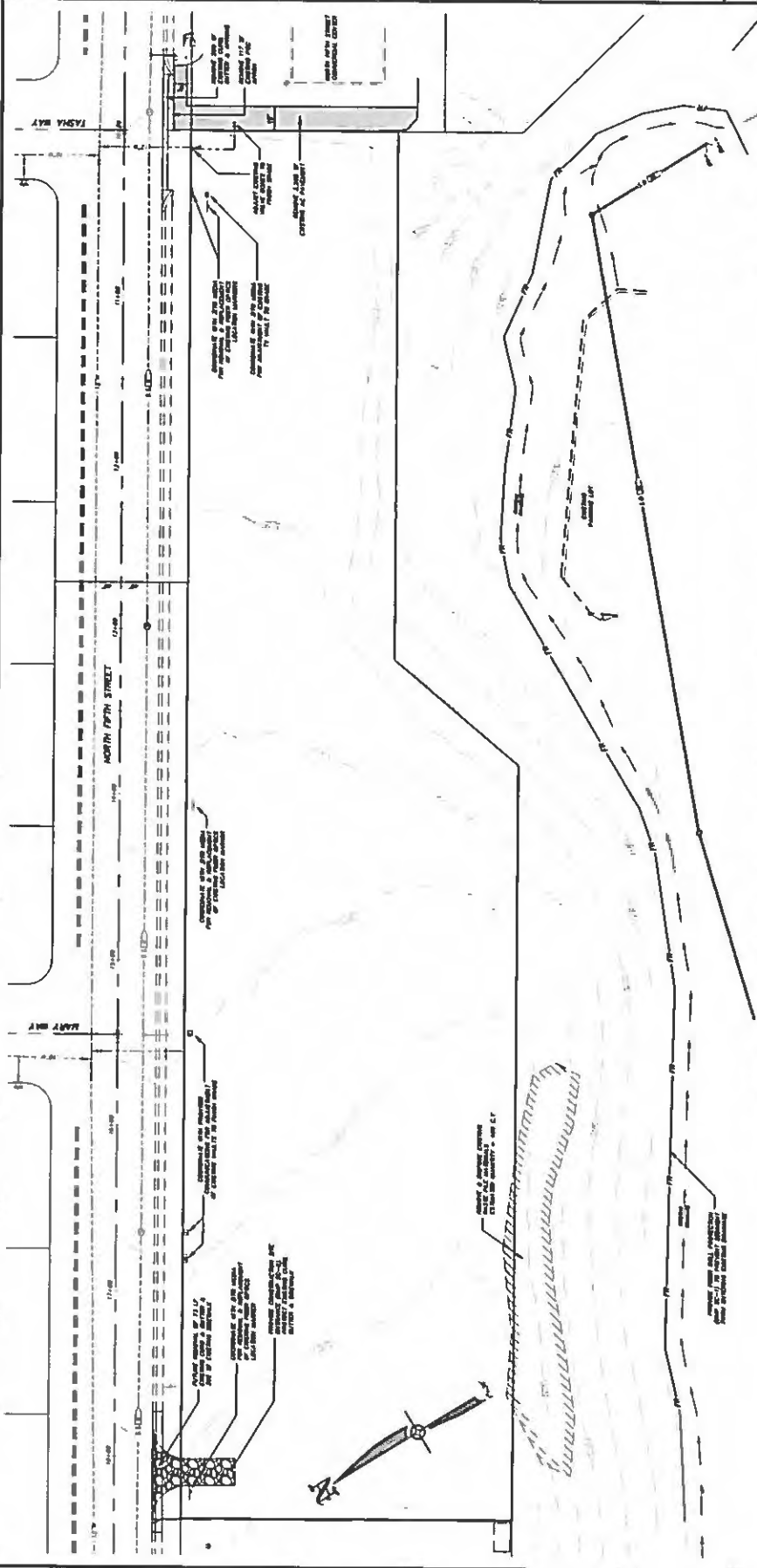
#### ABBREVIATIONS:

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1. There are 400 copies of the New Saturday and Sunday editions of the St. Charles Post-Dispatch, published by the St. Charles Post-Dispatch Company, 1401 North Third Street, St. Charles, Missouri 63301. The circulation of the St. Charles Post-Dispatch is approximately 100,000 copies per week. The St. Charles Post-Dispatch is a daily newspaper published in St. Charles, Missouri. The St. Charles Post-Dispatch is a member of the National Newspaper Association.

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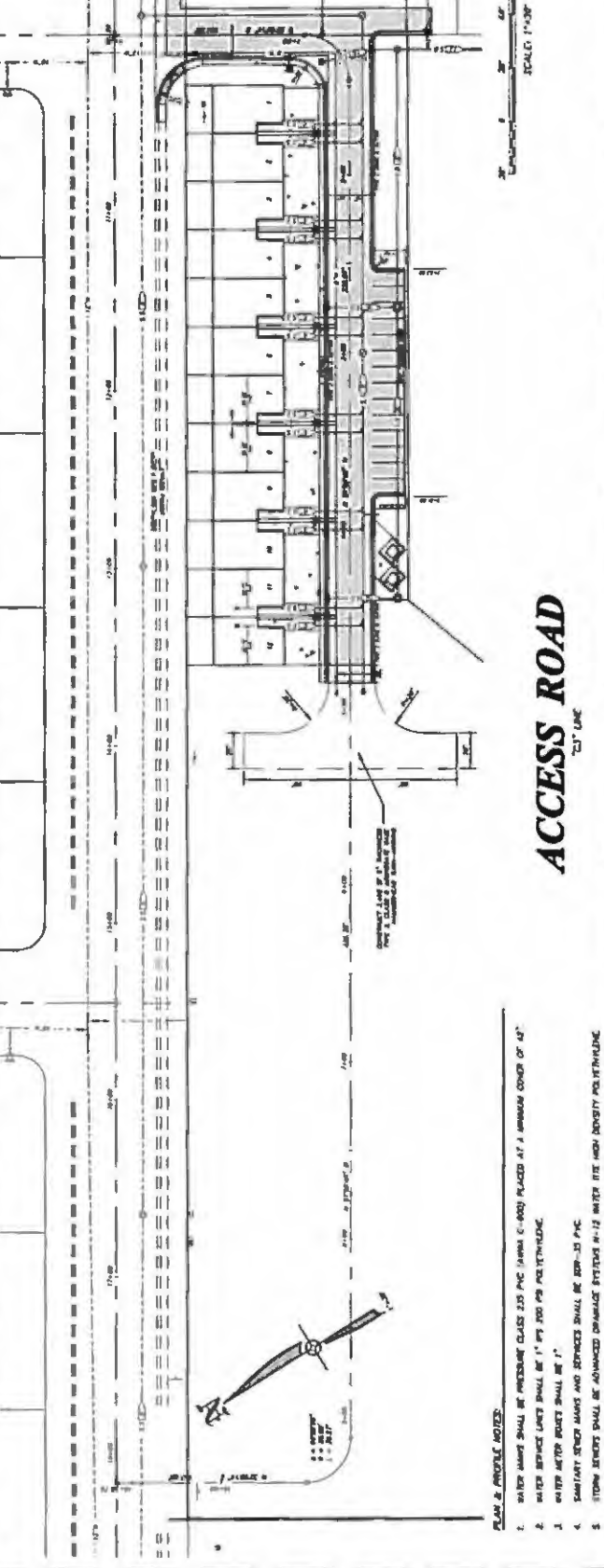
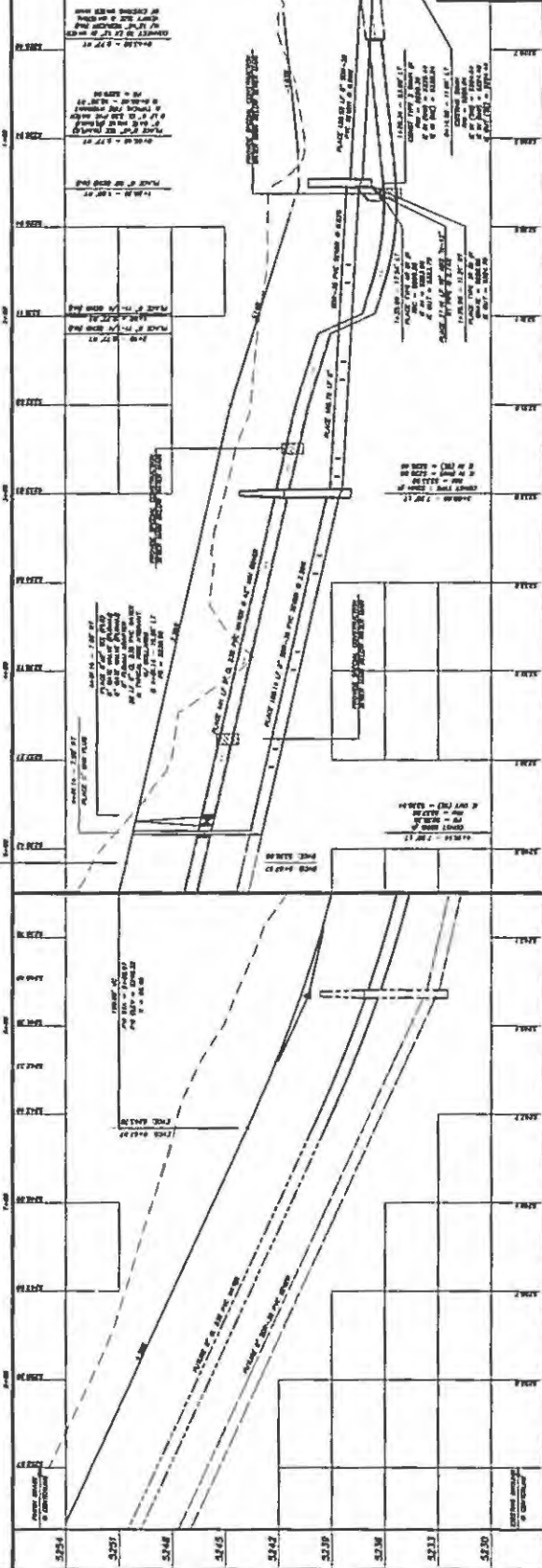
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9-1-20



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**DESIGN**  
SHEET 5 OF 8

**ENGINEER**  
H. J. HARRIS

**DATE**  
MARCH 1964

CONTRACT NO. 1-10-100  
SHEET NO. 1001  
SHEET NO. 1002  
SHEET NO. 1003  
SHEET NO. 1004  
SHEET NO. 1005  
SHEET NO. 1006  
SHEET NO. 1007  
SHEET NO. 1008  
SHEET NO. 1009  
SHEET NO. 1010

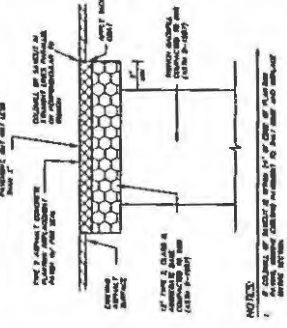
SCALE  
1" = 10'-0"  
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1" = 40'-0"  
1" = 80'-0"  
1" = 160'-0"

**SITE DETAILS**  
MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1  
SITE CONSTRUCTION DRAINAGE  
EXP. COUNT  
REV. 1  
DATE: MARCH 1964

**REVISIONS**

NO.	DATE	BY	REVISION
1	1-1-64	JPH	PRELIMINARY
2	1-1-64	JPH	REVISED
3	1-1-64	JPH	REVISED
4	1-1-64	JPH	REVISED
5	1-1-64	JPH	REVISED
6	1-1-64	JPH	REVISED
7	1-1-64	JPH	REVISED
8	1-1-64	JPH	REVISED
9	1-1-64	JPH	REVISED
10	1-1-64	JPH	REVISED

**TYPICAL PATCH FOR ADJACENT PAVEMENT**

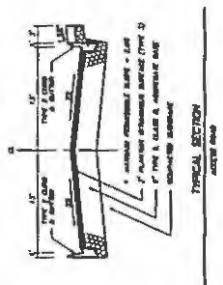
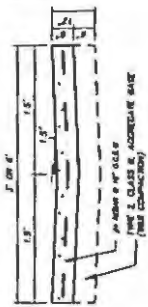


NOTES:  
1. PATCH SHALL BE 1/2" THICK CONCRETE BASE AND 1/2" THICK ASPHALT SURFACE.  
2. PATCH SHALL BE 12" WIDE AND 12" DEEP.

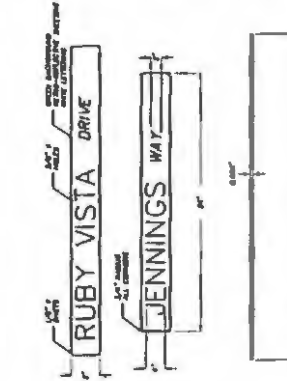
**PAVEMENT NOTES**

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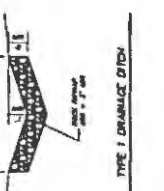
**PCC VALLEY CUTTER**



**TYPICAL PATCH FOR ADJACENT PAVEMENT**

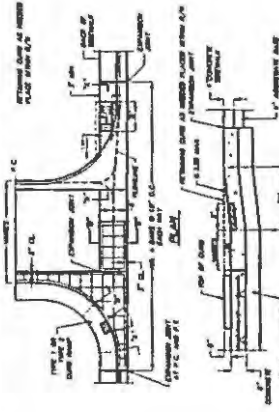
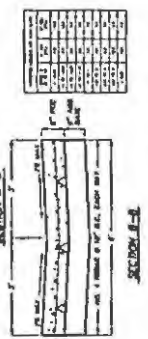


NOTES:  
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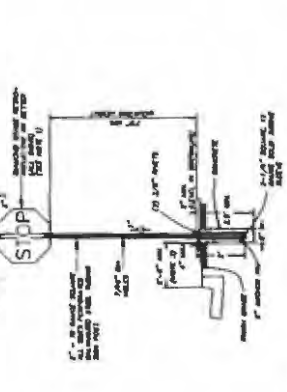


**TYPE 1 DRAINAGE DITCH**

**PCC VALLEY CUTTER WITH ARROW**



**TYPICAL PATCH FOR ADJACENT PAVEMENT**

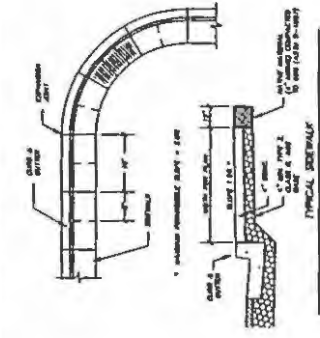


NOTES:  
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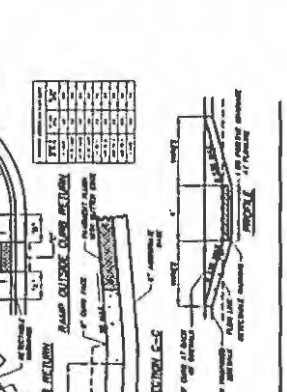
**PAVEMENT NOTES**

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**PAVEMENT NOTES**



**TYPICAL PATCH FOR ADJACENT PAVEMENT**

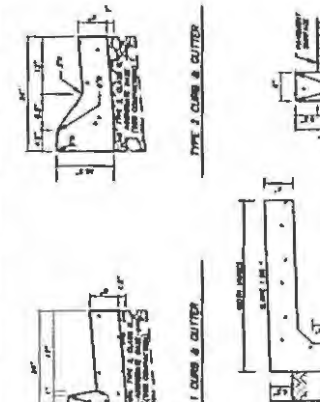


NOTES:  
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2. PATCH SHALL BE 12" WIDE AND 12" DEEP.

**PAVEMENT NOTES**

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**PAVEMENT NOTES**





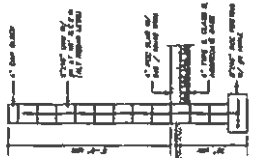
CONSULTING ENGINEERING  
&  
ARCHITECTURE  
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SUNTING  
DANA RAYMOND  
1791 726-1000

SCALE  
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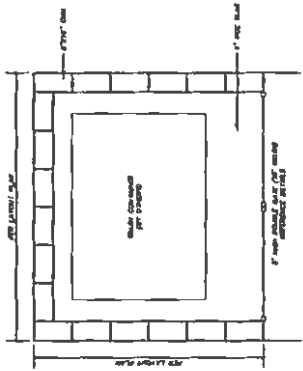
TRASH ENCLOSURE & MAIL BOX DETAILS  
SITE CONSTRUCTION DRAWINGS  
MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1  
DATE 1/10/00  
DRAWN BY  
CHECKED BY  
DATE 1/10/00

DESIGNED BY  
DATE 1/10/00  
REV. DATE 1/10/00  
BY 1/10/00

TRASH ENCLOSURE DETAIL



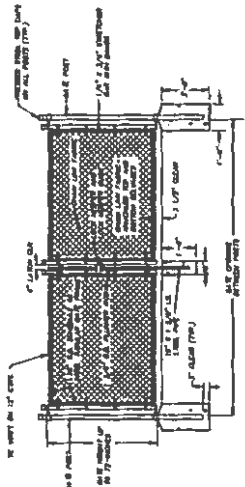
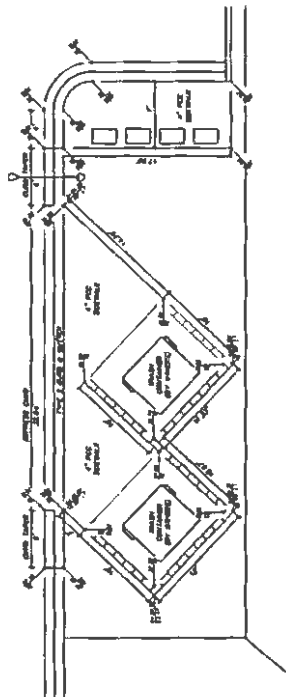
TRASH ENCLOSURE PLAN



TRASH ENCLOSURE & MAIL BOX NOTES

1. TRASH ENCLOSURE TO BE CONSTRUCTED OF 4" CONCRETE BLOCK WITH 1/2" REINFORCING BARS AT 16" ON CENTER. TOP OF WALL TO BE FINISHED WITH 1/2" PLASTER AND PAINTED TO MATCH ADJACENT WALLS.
2. TRASH ENCLOSURE TO BE 6' HIGH AND 6' WIDE. TOP OF WALL TO BE FINISHED WITH 1/2" PLASTER AND PAINTED TO MATCH ADJACENT WALLS.
3. TRASH ENCLOSURE TO BE 6' HIGH AND 6' WIDE. TOP OF WALL TO BE FINISHED WITH 1/2" PLASTER AND PAINTED TO MATCH ADJACENT WALLS.

TRASH ENCLOSURE & MAIL BOX LAYOUT

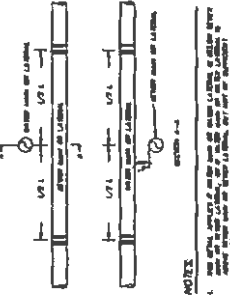


DOUBLE SLING DRIVE GATE

1. DOUBLE SLING DRIVE GATE TO BE 12' HIGH AND 12' WIDE. TOP OF GATE TO BE FINISHED WITH 1/2" PLASTER AND PAINTED TO MATCH ADJACENT WALLS.
2. DOUBLE SLING DRIVE GATE TO BE 12' HIGH AND 12' WIDE. TOP OF GATE TO BE FINISHED WITH 1/2" PLASTER AND PAINTED TO MATCH ADJACENT WALLS.



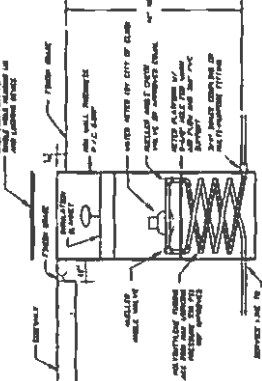
**SPECIAL CONSTRUCTION DISTAL**



1. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-08-2010 BY 60322 UCBAW/BJS

2. EXCEPT WHERE SHOWN OTHERWISE, THIS DOCUMENT IS UNCLASSIFIED  
DATE 08-08-2010 BY 60322 UCBAW/BJS

**1/4" & 1" WATER METER**



Thinking of your present job as a career? If so, then please do it right. Don't waste your time and energy on a job that is not yours. You will find a better job if you are not satisfied with your present one. If you are not satisfied with your present job, then you should look for a new one. If you are not satisfied with your present job, then you should look for a new one. If you are not satisfied with your present job, then you should look for a new one.

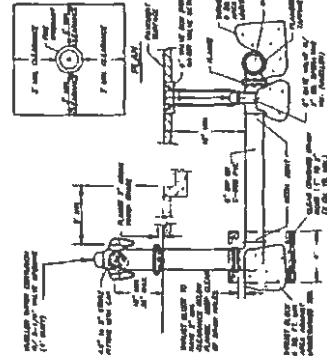
**Abstract**

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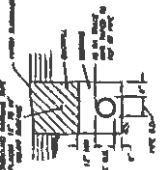
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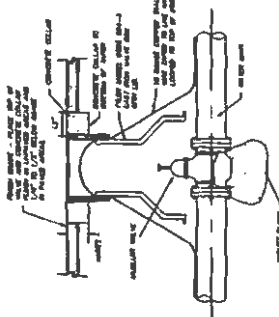
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**WILLIAM J. MARRAS**














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**QUESTIONS AND ANSWERS**

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31	1	1	0	0	1	1	0	0	1	1	0	0	1	1	0	0

type of padding	for strap	for strap	for strap	for strap
				
				

Part of circuit	Symbol	Symbol	Part of circuit
			

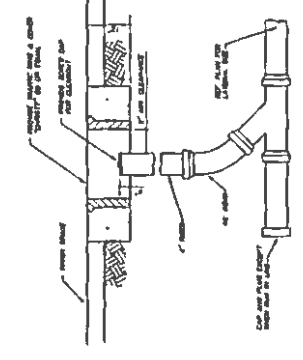
ENGINEERING  
DESIGN  
CONSTRUCTION  
DRAWING  
SHEET  
NO. 8  
30  
SHEET

DATE: 10/10/1963  
BY: J. H. BROWN  
CHECKED BY: J. H. BROWN  
APPROVED BY: J. H. BROWN

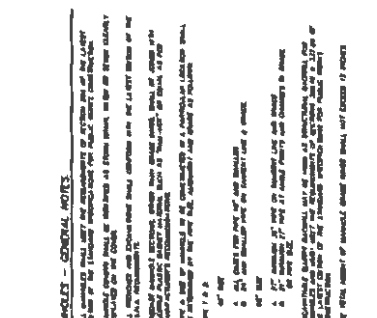
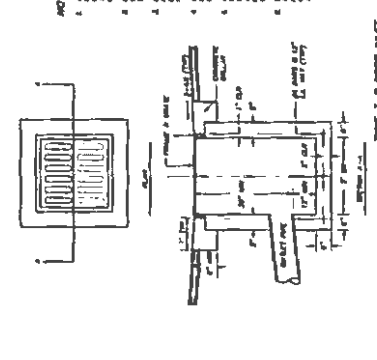
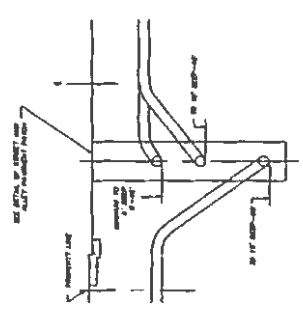
MOUNTAIN VIEW TOWN HOMES - UNIT NUMBER 1  
SITE CONSTRUCTION DRAWINGS  
SANITARY & STORM SEWER DETAILS

DATE: 10/10/1963  
BY: J. H. BROWN  
CHECKED BY: J. H. BROWN  
APPROVED BY: J. H. BROWN

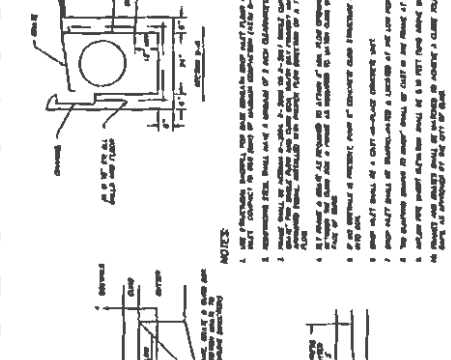
SANITARY SINK CLEANOUT



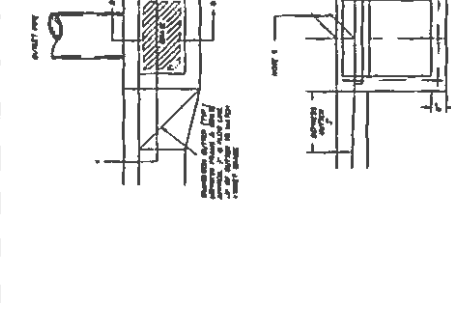
LATERAL CONNECTION ANGLES



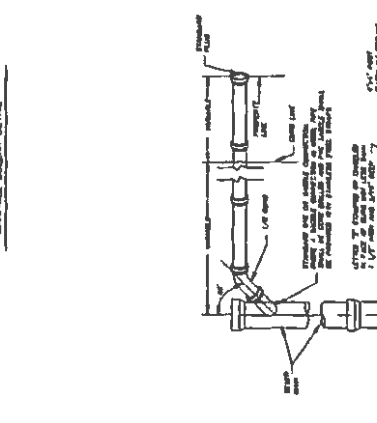
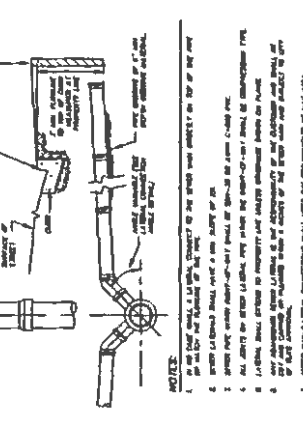
PRE-CAST CATCH BASIN TYPE 4-B



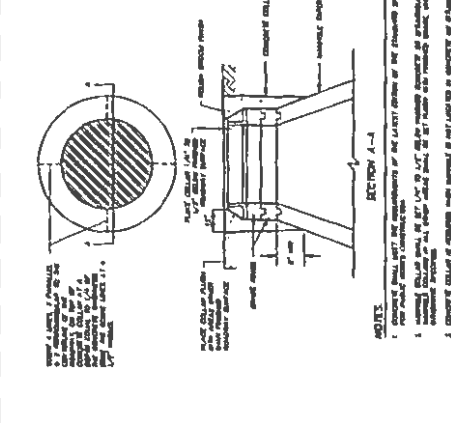
MANHOLE COLLAR DETAIL



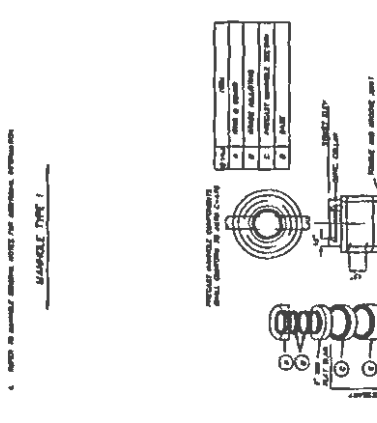
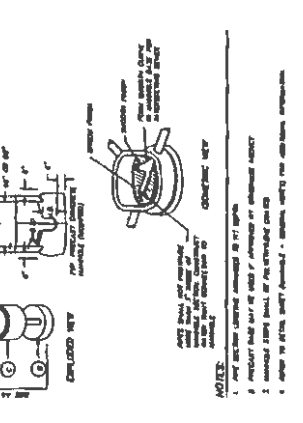
SEWER LATERAL CONNECTION



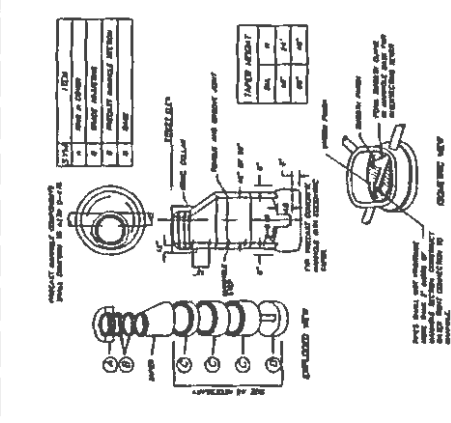
MANHOLE COLLAR DETAIL



TYPE 2 CONCENTRIC MANHOLE



MANHOLE COLLAR DETAIL



NOTES

1. ALL MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
2. ALL MANHOLES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIAMETER.
3. ALL MANHOLES SHALL BE CONSTRUCTED WITH A MINIMUM OF 18" DIAMETER.
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**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a slope easement for grading associated with the Mountain View Townhomes subdivision, and matters related thereto. FOR POSSIBLE ACTION**

2. Meeting Date: **May 12, 2020**

3. Agenda Category: **NEW BUSINESS**

4. Time Required: **10 Minutes**

5. Background Information: **Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.**

**This slope easement was considered by the City Council at the April 28, 2020 meeting. However, the recommended motion presented by staff was incorrect. At this time, Staff is bringing this item back for an appropriate motion. MR**

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: **Proposed Easement and Legal Description**

9. Recommended Motion: **Approve the slope easement for grading associated with the Mountain View Townhomes subdivision as presented.**

10. Prepared By: **Michele Rambo, AICP, Development Manager**

11. Committee/Other Agency Review: **David Stanton, City Attorney**

12. Council Action:

13. Council Agenda Distribution: **Koinonia Development, LP  
207 Brookwood Drive  
Elko, NV 89801  
[elkoluke@gmail.com](mailto:elkoluke@gmail.com)**

**High Desert Engineering, LLC  
640 Idaho Street  
Elko, NV 89801  
[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)**

## EXHIBIT "A"

### Slope Easement

#### City of Elko, Nevada

March 17, 2020

A slope easement located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the monument located at the intersection of North Fifth Street and Tasha Way as shown on the Boundary Line Adjustment Record of Survey for Koinonia Development, LP, and the City of Elko, Nevada, filed in the office of the Elko County Recorder, Elko, Nevada, as document number 765673; thence South 32°09'14" West, a distance of 40.00 feet to the most easterly corner of Adjusted Parcel No. 1 as shown on said Boundary Line Adjustment Record of Survey; thence South 32°09'14" West, along the southeast boundary of said Adjusted Parcel No. 1, a distance of 125.00 feet to the most southerly corner of said Adjusted Parcel No. 1, being Corner No. 1, the True Point of Beginning;

thence South 32°09'14" West, a distance of 43.00 feet to Corner No. 2;

thence North 57°50'46" West, a distance of 298.00 feet to Corner No. 3;

thence South 72°09'14" West, a distance of 84.85 feet to Corner No. 4;

thence North 57°50'46" West, a distance of 484.21 feet to Corner No. 5;

thence North 32°09'14" East, a distance of 33.00 feet to Corner No. 6, being the most westerly corner of Parcel No. 4 as shown on said Boundary Line Adjustment Record of Survey;

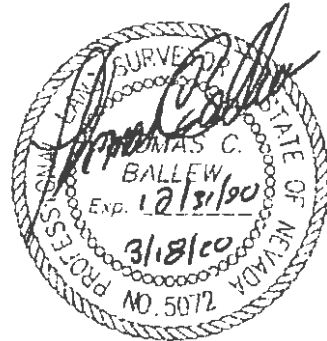
thence South 57°50'46" East, along the southwesterly boundaries of said Parcel No. 4 and Adjusted Parcels No. 3 and No. 2 as shown on said Boundary Line Adjustment Record of Survey, a distance of 455.77 feet to Corner No. 7;

thence North 72°09'14" East, along the southerly boundary of said Adjusted Parcel No. 2, a distance of 97.91 feet to Corner No. 8;

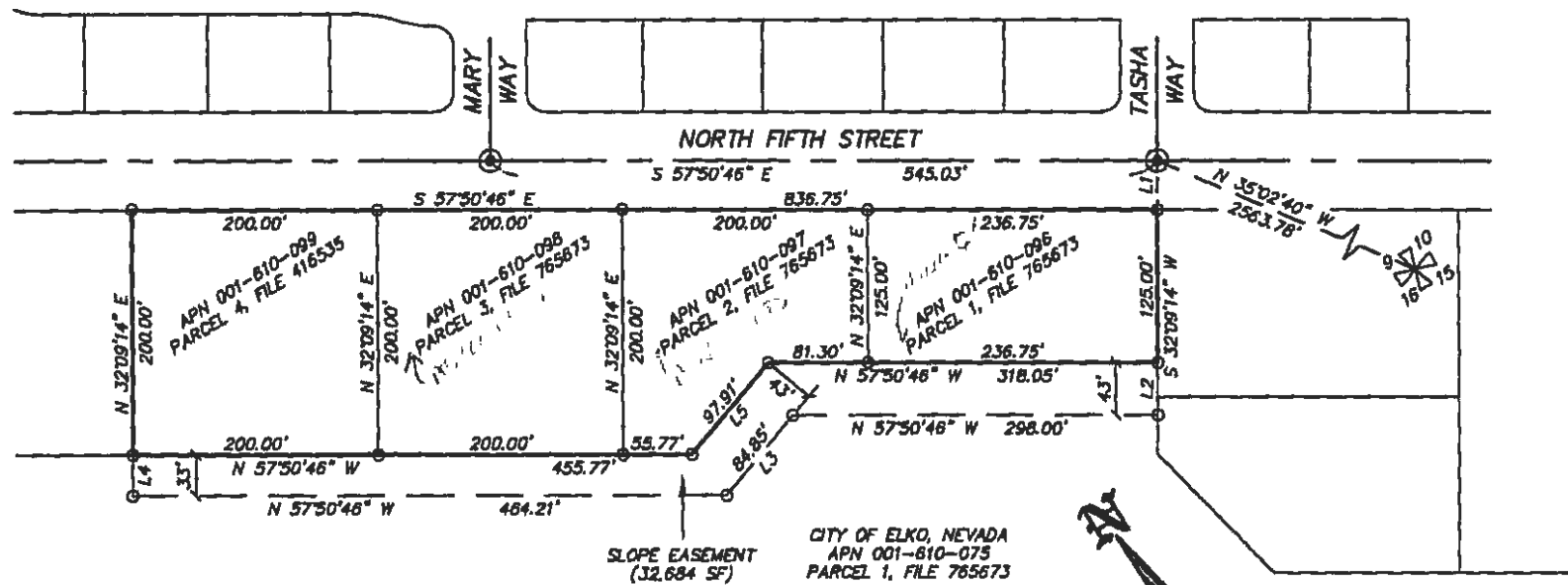
thence South 57°50'46" East, along the southwesterly boundaries of said Adjusted Parcels No. 2 and No. 1, 318.05 feet to Corner No. 1, the Point of Beginning, containing an area of 32,684 square feet, more or less.

Reference is hereby made to Exhibit "B", City of Elko, Nevada, Public Utility & Drainage Easement in Section 9, T. 34 N., R. 55 E., M.D.B. & M., attached hereto and made a part hereof.

HIGH DESERT Engineering, LLC  
Thomas C. Ballew  
Nevada P.L.S. 5072



640 Idaho Street  
Elko, NV 89801  
(775) 738-4053



540 IDAHO STREET  
ELKO, NV 89801  
(775) 738-4033  
HDENG@FRONTIERNET.NET

**EXHIBIT "B"**

**CITY OF ELKO, NEVADA**  
**SLOPE EASEMENT**

**IN**

**SECTION 9, T.34 N., R.55 E., M.D.B. & M.**

**Elko City Council  
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of a public utility easement associated with the Mountain View Townhomes subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: May 12, 2020**
3. **Agenda Category: NEW BUSINESS**
4. **Time Required: 10 Minutes**
5. **Background Information: The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement. MR**
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: Proposed Easement and Legal Description**
9. **Recommended Motion: Approve the public utility and drainage easement associated with the Mountain View Townhomes subdivision as presented.**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: David Stanton, City Attorney**
12. **Council Action:**
13. **Council Agenda Distribution:**  

**Koinonia Development, LP**  
**207 Brookwood Drive**  
**Elko, NV 89801**  
**[elkoluke@gmail.com](mailto:elkoluke@gmail.com)**

**High Desert Engineering, LLC**  
**640 Idaho Street**  
**Elko, NV 89801**  
**[tchallew@frontiernet.net](mailto:tchallew@frontiernet.net)**

## EXHIBIT "A"

### Public Utility & Drainage Easement

#### City of Elko, Nevada

March 17, 2020

A public utility and drainage easement located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the monument located at the intersection of North Fifth Street and Tasha Way as shown on the Boundary Line Adjustment Record of Survey for Koinonia Development, LP and the City of Elko, Nevada, filed in the office of the Elko County Recorder, Elko, Nevada, as document number 765673; thence South  $32^{\circ}09'14''$  West, a distance of 40.00 feet to the most easterly corner of Adjusted Parcel No. 1 as shown on said Boundary Line Adjustment Record of Survey; thence South  $32^{\circ}09'14''$  West, along the southeast boundary of said Adjusted Parcel No. 1, a distance of 125.00 feet to the most southerly corner of said Adjusted Parcel No. 1, being Corner No. 1, the True Point of Beginning;

thence South  $32^{\circ}09'14''$  West, a distance of 160.00 feet to Corner No. 2;

thence North  $06^{\circ}08'10''$  West, a distance of 24.21 feet to Corner No. 3;

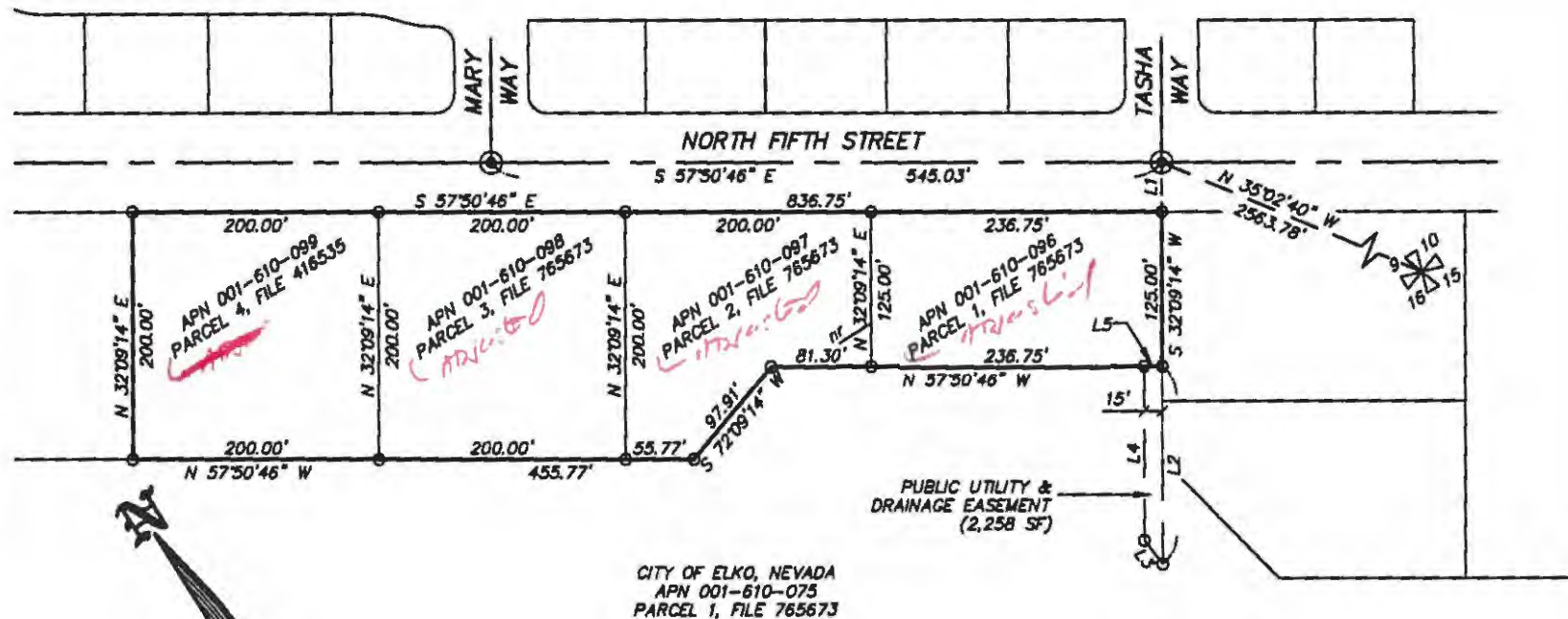
thence North  $32^{\circ}09'14''$  East, a distance of 141.00 feet to Corner No. 4, being a point on the southwesterly boundary of said Adjusted Parcel No. 1;

thence South  $57^{\circ}50'46''$  East, along the southwesterly boundary of said Adjusted Parcel No. 1, a distance of 15.00 feet to Corner No. 1, the Point of Beginning containing an area of 2,258 square feet, more or less.

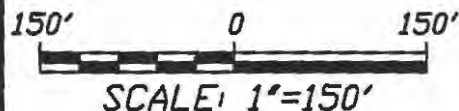
Reference is hereby made to Exhibit "B", City of Elko, Nevada, Public Utility & Drainage Easement in Section 9, T. 34 N., R. 55 E., M.D.B. & M., attached hereto and made a part hereof.







LINE TABLE		
LINE	BEARING	LENGTH
L1	S 32°09'14" W	40.00'
L2	S 32°09'14" W	160.00'
L3	N 06°08'10" W	24.21'
L4	N 32°09'14" E	141.00'
L5	S 57°50'46" E	15.00'



640 IDAHO STREET  
ELKO, NV 89801  
(775) 738-4053  
HDENG@FRONTIERNET.NET

## EXHIBIT "B"

CITY OF ELKO, NEVADA  
PUBLIC UTILITY & DRAINAGE EASEMENT

IN

SECTION 9, T.34 N., R.55 E., M.D.B. & M.

**Elko City Council  
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Townhomes at Ruby View subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: May 12, 2020**
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, including 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. As part of the conditions of approval for Final Map 1-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR**
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: Performance/Maintenance Agreement**
9. **Recommended Motion: Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Townhomes at Ruby View subdivision and require that the developer enter into the agreement within 30 days.**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: David Stanton, City Attorney**
12. **Council Action:**
13. **Council Agenda Distribution:**
  - Kelly Builders, LLC**  
**209 Raptor Court**  
**Elko, NV 89801**  
**[kellybuilders@frontiernet.net](mailto:kellybuilders@frontiernet.net)**
  - Carter Engineering, LLC**  
**PO Box 794**  
**Elko, NV 89803**  
**[lanalcarter@LIVE.COM](mailto:lanalcarter@LIVE.COM)**

**AGREEMENT TO INSTALL IMPROVEMENTS**  
**AND PROVIDE MAINTENANCE GUARANTY**

**THIS AGREEMENT** made and entered into this 12th day of May, 2020, 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 **Kelly Builders, 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 **Townhomes at Ruby View**, into ten (10) separate residential parcels and 1 common parcel by means of a subdivision map, identified by the City as Final Map No. 1-20;
- 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 **Four Hundred Thousand, Seven Hundred Forty-Five Dollars and Fifty Cents (\$400,745.50)**, 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 as **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 Map on May 12, 2020;
- 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 **Forty Thousand, Seventy-Four Dollars, and Fifty-Five Cents (\$40,074.55)** (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) (requiring the improvements to be completed to the satisfaction of the City) (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, the Developer may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC 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 for any components of the Work which cannot be certified by testing (i.e. special construction of utility crossings); 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 **Forty Thousand, Seventy-Four Dollars, and Fifty-Five Cents (\$40,074.55)**, 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, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining Work;
- 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, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining Work;
- 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 May 12, 2020, 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 Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to Developer, to: Kelly Builders, LLC, 209 Raptor Court, 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.

**Q. PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK.** Developer acknowledges that posting a performance guaranty for the remaining Work does not constitute acceptance of the subdivision improvements by the City. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate City departments.

**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 – KELLY BUILDERS, LLC**

By: \_\_\_\_\_  
REECE KEENER, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**KELLY WOOLDRIDGE, City Clerk**

EXHIBIT A

**Carter Engineering, LLC**  
**Civil Engineering**

P. O. Box 794  
 Elko, Nevada 89803  
 775-397-2531



**Engineer's Estimate Indian View Heights Townhomes**

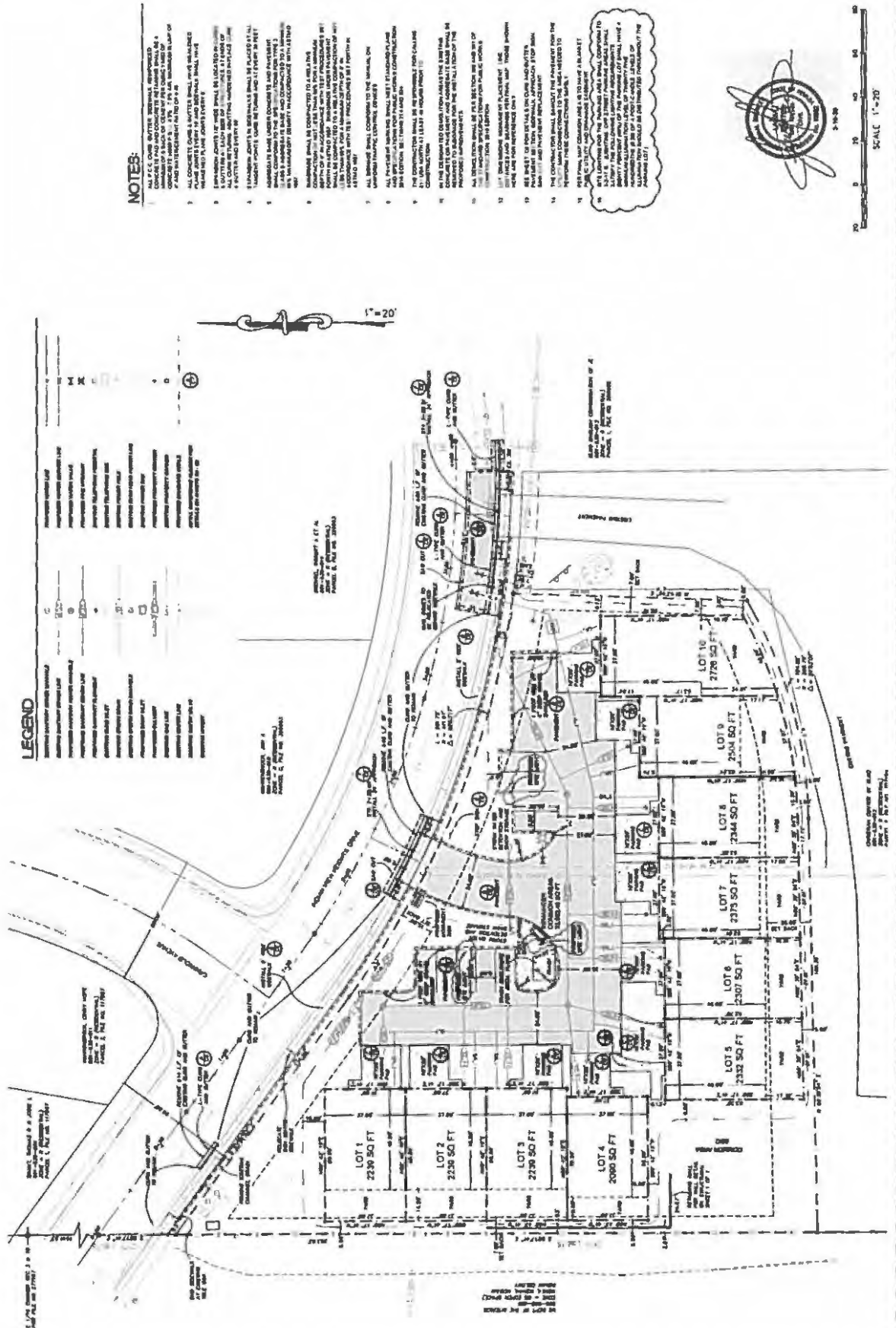
**February 25, 2020**

**10 Townhomes**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Clearing and Grubbing	AC	1.3	\$ 2,000.00	\$ 2,600.00
2	Unclassified Excavation	CY	480	\$ 6.00	\$ 2,880.00
3	Import Embankment	CY	2,500	\$ 15.00	\$ 37,500.00
4	Saw Cut	LF	140	\$ 5.00	\$ 700.00
5	Remove Curb and Gutter	LF	135	\$ 10.00	\$ 1,350.00
6	Type 1 Curb & Gutter	LF	135	\$ 40.00	\$ 5,400.00
7	Sidewalk Right of Way	SF	1,695	\$ 10.00	\$ 16,950.00
8	Reinforced Concrete Approach	SF	240	\$ 18.00	\$ 4,320.00
9	Sidewalk at Townhomes	SF	445	\$ 10.00	\$ 4,450.00
10	Driveway Pads	SF	3,600	\$ 10.00	\$ 36,000.00
11	3-inch A.C.	SF	11,825	\$ 2.75	\$ 32,518.75
12	9-Inch Type 2, Class B Agg. Base	SF	11,825	\$ 1.25	\$ 14,781.25
13	18"x4" Tap	EA	1	\$ 4,000.00	\$ 4,000.00
14	4" Water Service Meter	EA	1	\$ 15,000.00	\$ 15,000.00
15	4" Water Line	LF	336	\$ 50.00	\$ 16,800.00
16	4" 90° Bend	EA	1	\$ 800.00	\$ 800.00
17	4" 45° Bend	EA	1	\$ 800.00	\$ 800.00
18	4" 11.25° Bend	EA	2	\$ 800.00	\$ 1,600.00
19	18"x6" Tap	EA	1	\$ 5,000.00	\$ 5,000.00
20	6" Water Line	LF	267	\$ 70.00	\$ 18,690.00
21	4" 90° Bend	EA	2	\$ 1,000.00	\$ 2,000.00
22	4" 11.25° Bend	EA	3	\$ 1,000.00	\$ 3,000.00
23	1" Water Service	EA	10	\$ 500.00	\$ 5,000.00
24	1" Water Service Connection	EA	10	\$ 500.00	\$ 5,000.00
25	Sample Tap	EA	1	\$ 1,000.00	\$ 1,000.00
26	Fire Hydrant Assembly	EA	1	\$ 5,000.00	\$ 5,000.00
27	8" SDR-35 Sanitary Sewer	LF	315	\$ 55.00	\$ 17,325.00
28	Sanitary Sewer Manholes	EA	4	\$ 4,500.00	\$ 18,000.00
29	Sanitary Sewer Services	EA	10	\$ 1,000.00	\$ 10,000.00
30	12" ADS N-12 Storm Drain	LF	20	\$ 75.00	\$ 1,500.00
31	12" ADS N-12 End Sections	EA	2	\$ 500.00	\$ 1,000.00
32	8" ADS N-12 Storm Drain	LF	34	\$ 60.00	\$ 2,040.00
33	8" ADS N-12 End Sections	LF	2	\$ 400.00	\$ 800.00
34	Striping	LS	1	\$ 4,000.00	\$ 4,000.00
35	Trash Enclosure	LS	1	\$ 3,000.00	\$ 3,000.00
36	Retaining Wall	LF	110	\$ 200.00	\$ 22,000.00
37	Drip System and Plantings	LS	1	\$ 20,000.00	\$ 20,000.00
<b>Subtotal</b>					<b>\$ 342,805.00</b>
<b>10% Contingency</b>					<b>\$34,280.50</b>
<b>Subtotal</b>					<b>\$ 377,085.50</b>
<b>Construction Support &amp; Cert.</b>					<b>\$ 23,660.00</b>
<b>Grand Total</b>					<b>\$ 400,745.50</b>

EXHIBIT B



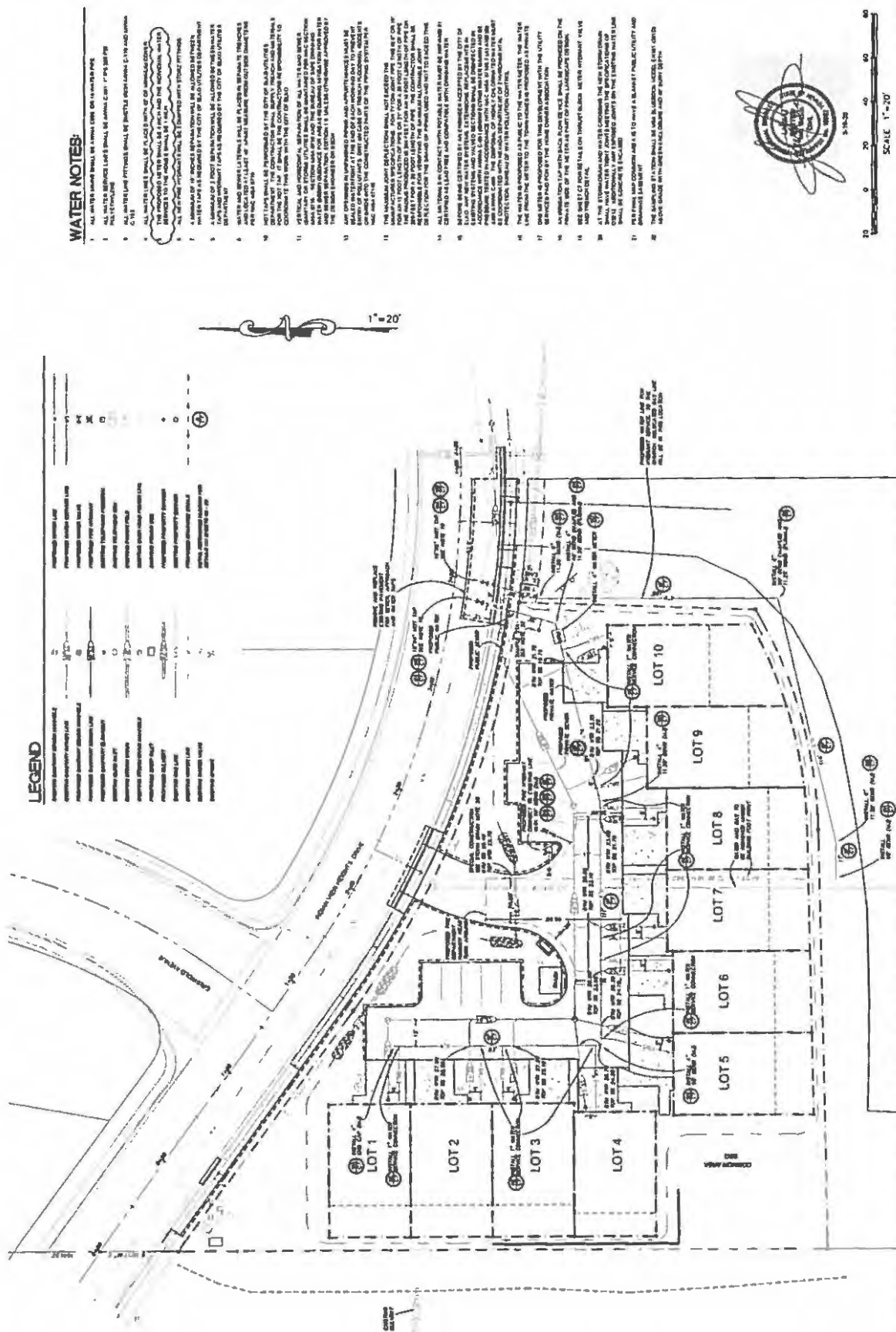
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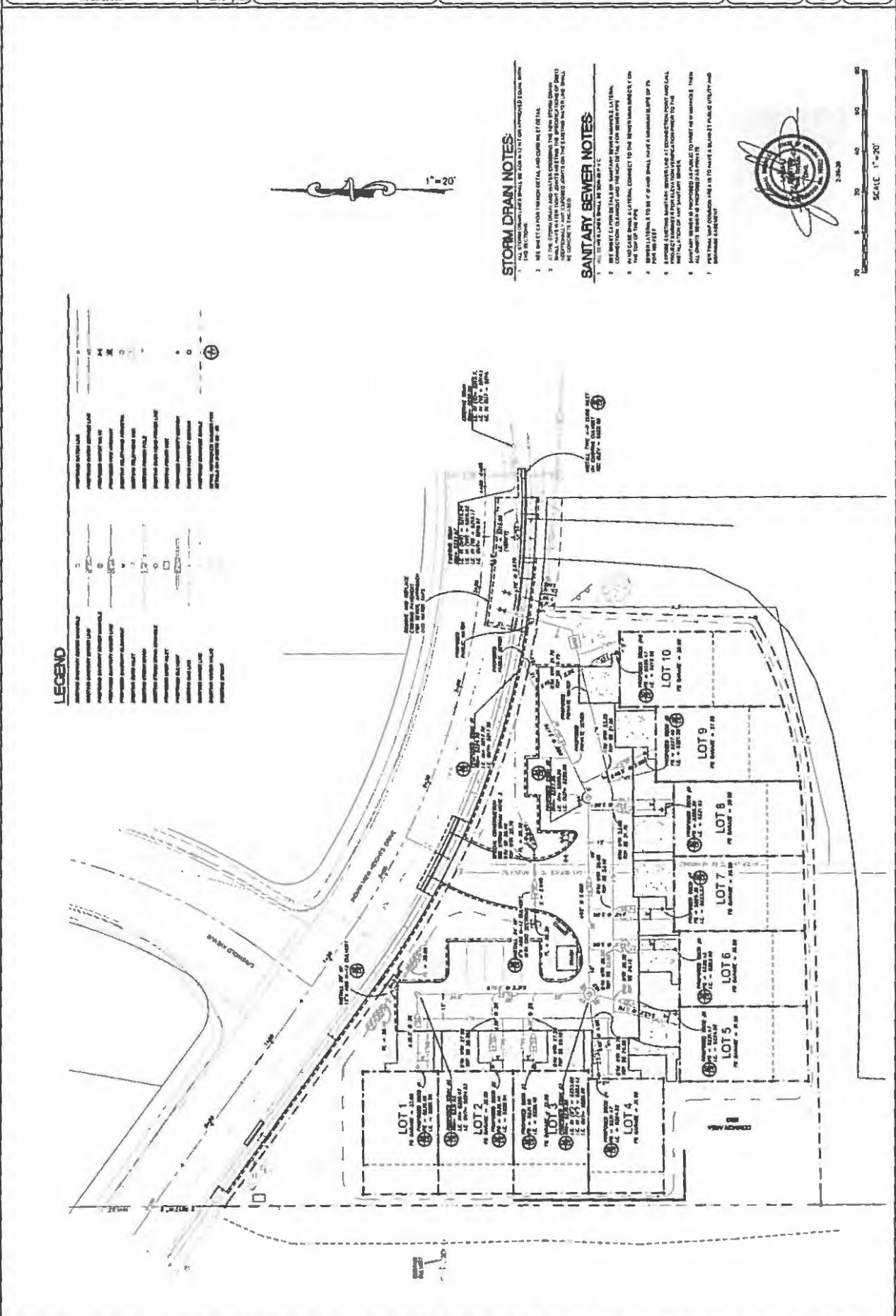
SCALE 1" = 20'

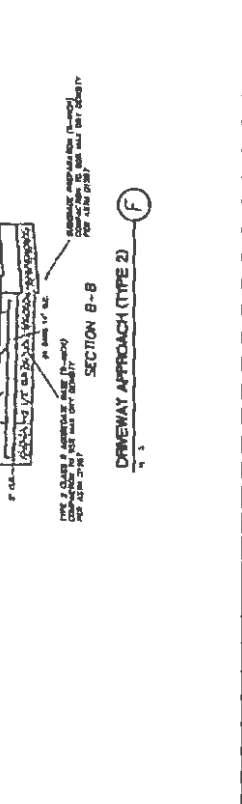
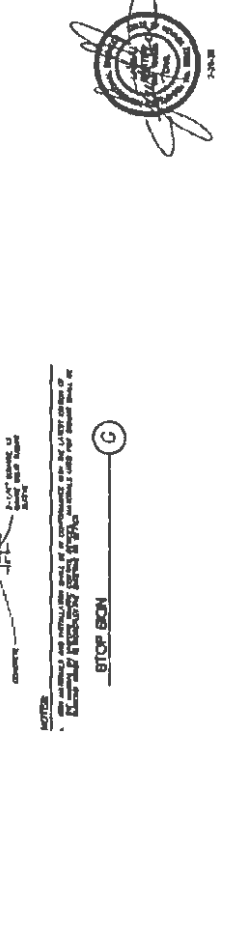
0 10 20 30 40 50 60





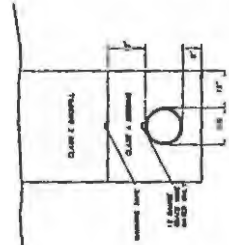




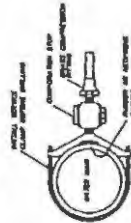




**TRENCH DETAIL**



**WATER SERVICE CONNECTION**  
415

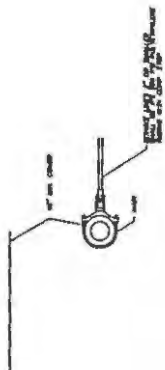


**NOTES:**

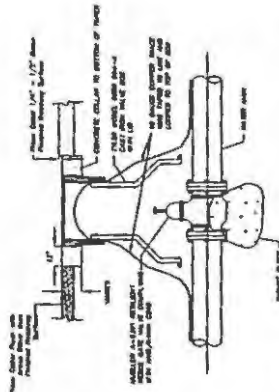
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473  
FIRE HYDRANT ASSEMBLY



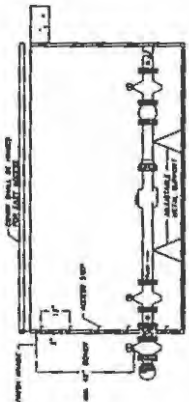
**VALVE AND BOX**



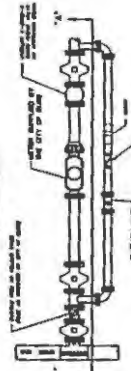
**NOTES**



STANDARD THRUST BLOCKS  
A T 2



3' TO 8' METER SET



THESE RESULTS WERE THE LAST RECORD  
TAKEN BY THE COMPANY FOR THE YEAR  
1950. THE COMPANY HAS BEEN IN THE  
BUSINESS OF THE YEAR 1950. THE  
RESULTS WERE THE LAST RECORD  
TAKEN BY THE COMPANY FOR THE YEAR  
1950.

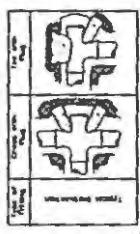
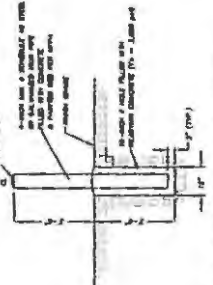
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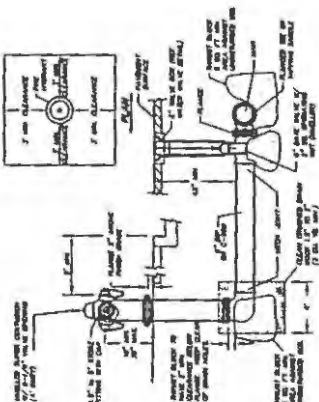
Diagram illustrating a mechanical linkage system. A motor (represented by a circle with a square inside) is connected to a lever arm. The lever arm is pivoted at one end and has a weight (represented by a circle with a cross inside) attached to the other end. The lever arm is shown in a vertical position, with the weight hanging below it.

HYDRANT POST LOCATIONS

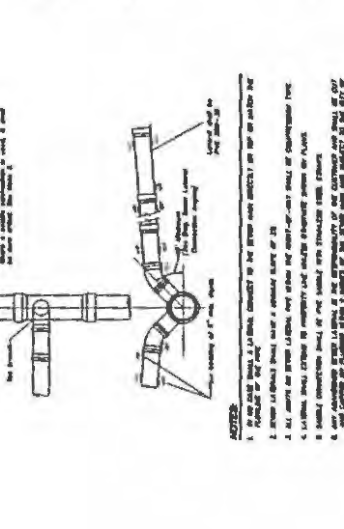
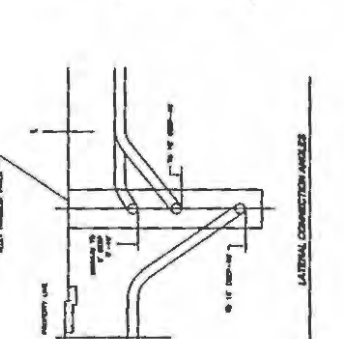
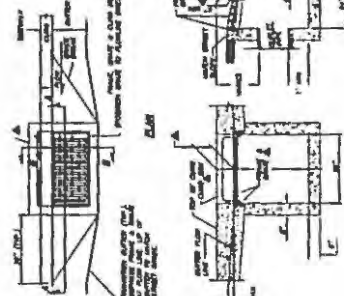
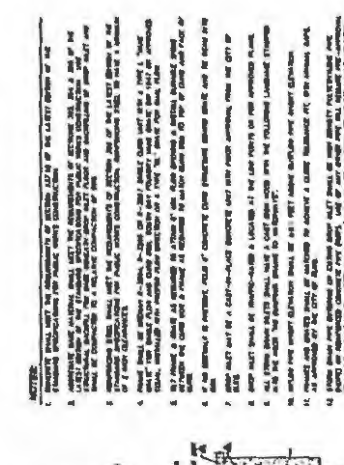
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BOLLARD (20) AND POSTS FOR  
THE HYDRAULIC PUMP FROM

NOTES

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**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and approval of the 2020 City of Elko Land Inventory update, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
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 May 5, 2020 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 2020 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](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of May 5, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on May 5, 2020 per City Code Section 3-4-20 A. 2.:

The 2020 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

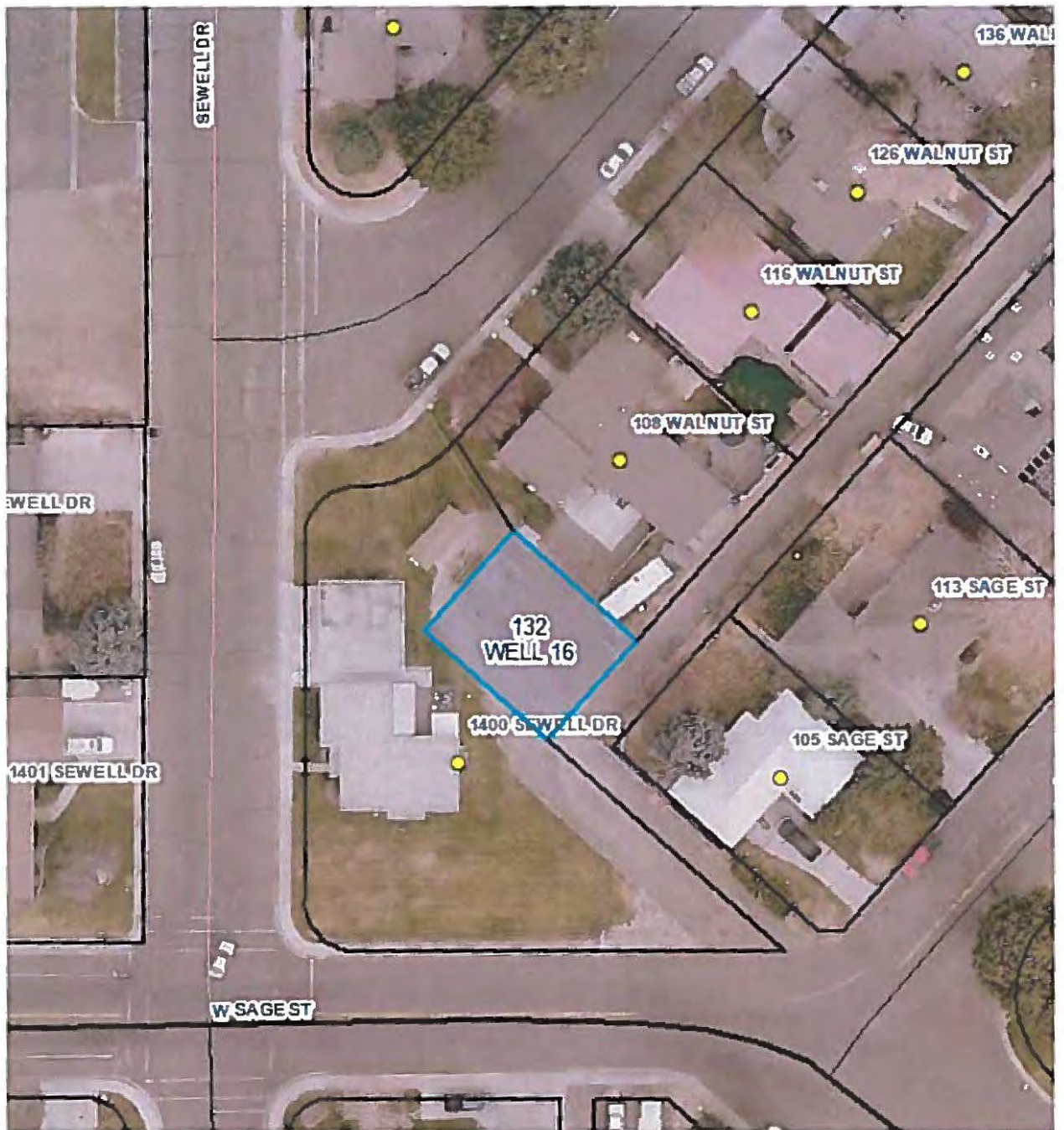
Attest:

  
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	SELL	FOR SALE
13	ROCKY ROAD	001-01A-012	38.08	AG	RES-MD	VACANT	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 HORNBAKER 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	LD5 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		47.58	C / GI	LI/GI	VACANT/RR LEASE	PURCHASE	e acreage of this parcel, and added to the bottom of the list.
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	369S 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	SELL	Remove it from Utilities and add SELL
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 HUMBOLDT 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	
176	East end of Silver Street	001-630-102	11.41	GI / C	IND-BS-PARK	VACANT	RETAIN	Added 2/6/20 BT

**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration and possible acceptance of Federal Aviation Administration CARES ACT Grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Coronavirus Aid, Relief, and Economic Security (CARES) signed into law by the President on March 27, 2020, includes \$10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic. Additionally, the CARES Act provides new funds distributed by various formulas for all airports that are part of the national airport system. An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. JF**
6. Budget Impact Statement:  

**Appropriation Required: \$ 1,356,902.00**  
**Budget amount available:**  
**Fund name: Airport Enterprise**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application for Federal Assistance SF-424**
9. Recommended Motion: **Authorize Staff to accept award of FAA CARES ACT Grant**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\*2. Type of Application

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\*Other (Specify)  
\_\_\_\_\_

\*3. Date Received:

NA

4. Applicant Identifier:

EKO (Elko Regional) Elko, NV

\*5b. Federal Entity Identifier:

320005

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Elko

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

88-6000190

\*c. Organizational DUNS:

08-183-3311

**d. Address:**

\*Street 1: 975 Terminal Way

Street 2: \_\_\_\_\_

\*City: ELKO

County: \_\_\_\_\_

\*State: NV

Province: \_\_\_\_\_

\*Country: USA: United States

\*Zip / Postal Code 89801

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: Jim

Middle Name: \_\_\_\_\_

\*Last Name: Foster

Suffix: \_\_\_\_\_

Title: Airport Manager

Organizational Affiliation:

\*Telephone Number: 775-934-2092

Fax Number:

\*Email: jfoster@elkocitynv.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Program

**\*12. Funding Opportunity Number:**

NA

\*Title:

NA

**13. Competition Identification Number:**

NA

Title:

NA

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: 2

\*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: NA

\*b. End Date: NA

**18. Estimated Funding (\$):**

*a. Federal	<u>\$1,356,902.</u>
*b. Applicant	<u>\$0</u>
*c. State	<u>\$0</u>
*d. Local	<u>\$0</u>
*e. Other	<u>\$0</u>
*f. Program Income	<u>\$0</u>
*g. TOTAL	<u>\$1,356,902.</u>

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: Curtis

Middle Name: \_\_\_\_\_

\*Last Name: Calder

Suffix: \_\_\_\_\_

\*Title: Airport Manager

\*Telephone Number: 775-777-7110

Fax Number:

\* Email: ccalder@elkocitynv.gov

\*Signature of Authorized Representative:

\*Date Signed:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to propose an amendment to Elko City Code Title 8, Chapter 2, Section 3-2 entitled “Mandatory Installation of Conduit” and conduct first reading of Ordinance No. 852, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **ORDINANCE**
4. Time Required: **15 Minutes**
5. Background Information: **Elko City Code Section 8-2-3-2 requires a person undertaking a public works project or conducting a private excavation within a public right-of-way to install underground communications infrastructure on behalf of the City. The underground communications infrastructure is automatically owned by the City upon installation, at which time the City reimburses the permittee for the cost of installation. The proposed amendment to City Code Section 8-2-3-2 would permit telecommunications providers to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations, so long as the City is not obligated to reimburse the telecommunications providers for the cost of installation during that period. Permittees would be required to offer underground communications infrastructure for dedication to the City prior to reimbursement for the cost of installation. MR**
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: **Draft copy of Ordinance No. 852, Title 8, Chapter 2 proposed revisions shown with track changes**
9. Recommended Motion: **Move to propose an amendment to Elko City Code Title 8, Chapter 2, Section 3-2 entitled “Mandatory Installation of Conduit” and conduct first reading of Ordinance No. 852.**
10. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Council Agenda Distribution:

**ORDINANCE 852**

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 8, Section 3-2 OF THE ELKO CITY CODE,  
ENTITLED "MANDATORY INSTALLATION OF CONDUIT," BY PERMITTING  
TELECOMMUNICATIONS PROVIDERS TO RETAIN EXCLUSIVE USE OF UNDERGROUND  
COMMUNICATIONS INFRASTRUCTURE FOR UP TO FIVE YEARS**

**WHEREAS**, Elko City Code Section 8-2-3-2 requires, under most circumstances, that a person undertaking a public works project or conducting a private excavation within a public right-of-way to install underground communications infrastructure on behalf of the City;

**WHEREAS**, Section 8-2-3-2 further provides that underground communications infrastructure is automatically owned by the City upon installation, at which time the City reimburses the permittee for the cost of installation;

**WHEREAS**, certain telecommunications providers desire to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations;

**WHEREAS**, the City Council desires to amend City Code Section 8-2-3-2 to permit telecommunications providers to retain exclusive use of underground communications infrastructure for up to five years after installation in private excavations, so long as the City is not obligated to reimburse the telecommunications providers for the cost of installation during that period;

**WHEREAS**, the City Council further desires to require permittees to offer underground communications infrastructure for dedication to the City prior to reimbursement for the cost of installation;

**NOW THEREFORE, IT BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA.**

**Section 1: Title 8, Chapter 2, Section 3-2 of the Elko City Code is hereby amended to read as follows:**

**8-2-3-2: MANDATORY INSTALLATION OF CONDUIT:**

**A. Installation ~~Of of~~ Conduit ~~In in~~ Rights-~~Of of~~-Way ~~For for~~ Public Works Projects:**  
Whenever a person undertakes a public works project within a public right-of-way involving the planning, construction, reconstruction, or repaving of the public right-of-way, the project shall include, to the maximum extent practical and feasible, installation of underground communication infrastructure by the person performing the work.

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1. The City may grant a telecommunications provider a license for longitudinal access or wireless access to a right-of-way for the installation, operation, and maintenance of a telecommunications facility.

2. Before granting a telecommunications provider a license for longitudinal access or wireless access to a right-of-way, the City must first enter into a competitively neutral and nondiscriminatory agreement with the telecommunications provider. Such an agreement must be approved by the Elko City Council, which approval may be granted, conditioned or withheld in its discretion.

3. The communications infrastructure installed pursuant to this Section A shall automatically be owned by the City upon installation without any further action on the part of either the person undertaking the public works project or the City.

**B. Installation ~~of~~ Conduit ~~in~~ Rights-~~Of~~-Way ~~for~~ Private Excavations:**

1. To the maximum extent practicable and feasible, the City shall condition all permits for private excavations within public rights-of-way on the execution of an agreement providing for the installation of underground communications infrastructure on behalf of the City by the permittee, which agreement shall, without limitation, contain the following terms and conditions:

a. Upon ~~No more than five (5) years after~~ satisfactory completion of the installation, the permittee shall offer the underground communications infrastructure to the City for dedication;

b. In the event the permittee fails to offer the underground communications infrastructure to the City for dedication within five (5) years of satisfactory completion of the installation, the permittee shall be automatically deemed to have offered the underground communications infrastructure to the City for dedication;

c. Within forty-five (45) days of the permittee offering the underground communications infrastructure to the City for dedication, the City shall ~~pay to~~ reimburse the permittee ~~for~~ the incremental additional cost of installing the underground communications infrastructure, which cost shall not include any amounts that would otherwise have been paid by the permittee had the communications infrastructure not been installed;

d. The permittee's offer of dedication of the underground communications infrastructure to the City shall be a condition precedent to permittee's entitlement to reimbursement;

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~~*e. Between the date of completion of the installation and the date the permittee offers the underground communications infrastructure to the City for dedication, the permittee shall have exclusive use of the underground communications infrastructure;*~~

~~*b.f. Costs reimbursed in accordance with this Section (B)(1) shall include*~~ The City shall bear all reasonable and properly documented design and construction costs associated solely with and required for the installation of the underground communications infrastructure.

~~*2. The communications infrastructure shall automatically be owned by the City upon installation without any further action on the part of either the permittee or the City.*~~

~~*32.*~~ The City may, at its sole option and expense, require the permittee conducting the excavation to extend the excavation, where practical, to permit the connection of the communications infrastructure to existing communications infrastructure owned by the City.

**Section 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

**Section 3:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

**Section 4:** Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

**Section 5:** This Ordinance shall be effective upon the publication mentioned in Section 4.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2020 by the following vote of the Elko City Council.

AYES:

NAYS:

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ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF ELKO

BY: \_\_\_\_\_  
REECE KEENER, Mayor

ATTEST:

\_\_\_\_\_  
KELLY WOOLDRIDGE, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **First Reading of Ordinance No. 853, an ordinance amending title 5, Chapter 3, Section 1, of the Elko City Code entitled “Definitions for Animals and Fowl”, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **ORDINANCE**
4. Time Required: **5 MINUTES**
5. Background Information: **On April 28, 2020, the City Council initiated this ordinance at the request of a City of Elko resident to increase the number of laying hens allowed at private residences, for noncommercial use from two to four. KW**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance 853**
9. Recommended Motion: **Conduct first reading of Ordinance No. 853, and set for public hearing, second reading, and possible adoption.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



**CITY OF ELKO  
ORDINANCE 853**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 3 SECTION 1 OF THE ELKO CITY CODE ENTITLED "DEFINITIONS FOR ANIMALS AND FOWL" AND MATTERS RELATED THERETO.**

**WHEREAS**, the City has reviewed and has determined that it is necessary to amend Title 5, Chapter 3 section 1 of the Elko City Code to increase the number of laying hens not used for commercial purposes from two to four at private residences.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA.**

*For amendment purposes, words which are in blue bold and underlined are additions to the Ordinance, and words ~~which are red-lined-through-and bold are~~ deleted from the Ordinance.*

**SECTION 1.** Title 5, Chapter 1, Section 1 of the Elko City Code is hereby amended to read as follows:

**5-3-1: DEFINITIONS:**

As used in this chapter, unless the context otherwise indicates:

**ANIMAL CONTROL OFFICER:** The person appointed by the chief of police for the purpose of enforcing the provisions of this chapter, together with his/her deputies and authorized representatives.

**ANIMAL SHELTER SUPERVISOR:** The person appointed by the city manager for the purpose of administering the city policies and regulation over the care and custody of animals at the city animal shelter, over the care and maintenance of the city animal shelter facilities, over the care of the books and records of the city animal shelter and over the budgetary and personnel concerns of the city animal shelter.

**ANIMALS:** Any and all types of livestock, dogs and all other animals, both domesticated and wild, male and female, singular and plural.

**CAT FANCIER:** Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) cats, as shall be permitted pursuant to subsection 5-3-9C of this chapter.

**COMMERCIAL KENNEL:** Any licensed establishment at which dogs are bred, raised for sale, trained, rented, boarded, cared for or quarantined, for profit, excluding dental, medical or surgical care. This definition shall not apply to the premises of a private dog fancier and the animals raised thereon.

**CRUELTY OR TORTURE:** Every act of omission or commission whereby unjustifiable physical pain, suffering or death is caused to any animal.

**CUSTODIAN:** Any person who has custody of any animal or permits the same to be kept or to stay on or about such person's premises.

**DANGEROUS ANIMAL:** Any animal which shall bite, attempt to bite or have a propensity to bite any human or animal, except that any animal that bites or attempts to bite any person or other animal unlawfully upon its owner's premises or which is provoked or teased, shall not be deemed a dangerous animal.

**DOG:** Both male and female.

**DOG FANCIER:** Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) dogs as shall be permitted pursuant to subsection 5-3-9C of this chapter.

**FOWL:** Any and all fowl and poultry, domesticated and wild, male and female, singular and plural.

**HOUSEHOLD PETS:** The following list of domesticated animals are defined as household pets:

- A. Domesticated dogs, excluding hybrids with wolves, coyotes or jackals.
- B. Domesticated cats, excluding hybrids with ocelots or margays.
- C. Vietnamese potbelly pig not used for commercial or breeding purposes.
- D. Domesticated races of golden hamster.
- E. Domesticated races of guinea pigs.
- F. Domesticated races of rats or mice.
- G. Two (2) or less domesticated rabbits not used for commercial or breeding purposes.
- H. Parrots, parakeets or finches.
- I. Two (2) or less ducks or doves not used for commercial or breeding purposes.
- J. All captive bred canaries.
- K. Domesticated races of goldfish.
- L. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.
- M. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.
- N. All species of the class Insecta.
- O. Two (2) or less chukker, partridge, valley quail, pheasant, peafowl not used for commercial or breeding purposes.
- P. Gerbils.
- Q. European ferrets.
- R. Hedgehogs.
- S. ~~Two (2)~~ **Four (4)** or less laying hens not used for commercial or breeding purposes kept in a secured chicken coop.

**IMPOUND:** Shall not include or be construed as the voluntary turning in of any animal or fowl by the owner or custodian of such animal or fowl.

**NEUTERED DOG:** A dog, whether male or female, which has been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

**NONNEUTERED DOG:** A dog, whether male or female, which has not been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

**PET SHOP:** Any profitmaking or commercial establishment, premises or part thereof, maintained for the purchase, sale, exchange or hire of animals of any type; except that the term shall not include livestock auctions.

**PUBLIC PLACES:** Includes streets, alleys, public buildings, parks, schoolyards, and all other property owned or controlled by the city of Elko, county of Elko or state of Nevada.

**RUNNING AT LARGE:** Except as herein expressly provided, shall mean within the city and off the premises of the owner, or custodian of the animal or fowl, and not accompanied by the owner, a member of the immediate family of the owner, or the custodian of such animal or fowl, and controlled by a leash (not to exceed 8 feet) or at "heel" beside a competent person and obedient to that person's commands.

**SECURED CHICKEN COOP:** A covered cage or pen which houses poultry and controls free movement.

**VETERINARIAN:** A person who is validly currently licensed to practice veterinary medicine in the state of Nevada.

**WILD ANIMALS AND DOMESTICATED ANIMALS:** All living members of the kingdom Animalia, including those born or raised in captivity, except the following animals which are defined as domesticated animals:

A. The species *Canis familiaris* (domesticated dogs, excluding purebred wolves, coyotes or jackals). Hybrids with wolves are also defined as wild animals until a rabies vaccination for wolf hybrids has been approved by the Nevada state board of veterinary medicine and the city has received notification of such approval. At such time hybrids with wolves will be defined as domesticated animals.

B. The species *Felis catus* (domesticated cats, excluding hybrids with ocelots or margays).

C. The species *Equus caballus* (domesticated horses).

D. The species *Equus asinus* (donkeys).

E. The species *Bos taurus* (cattle).

F. The subspecies *Ovis aries* (domesticated sheep).

G. The species *Capra hircus* (domesticated goats).

H. The subspecies *Sus scrofa domestica* (swine, including Vietnamese potbelly).

I. Domesticated races of the species *Gallus domesticus* (chicken) or *Meleagris gallopavo* (domesticated turkey).

J. Domesticated races of the species *Mesocricetus auratus* (golden hamster).

K. Domesticated races of the species *Cavia aperea porcellus* (guinea pigs).

L. Domesticated races of rats or mice.

M. Domesticated races of the species *Oryctolagus cuniculus* (rabbits).

N. All captive bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks, geese), *Fringillidae* (finches), and *Columbidae* (domesticated doves and pigeons).

O. All captive bred members of the species *Serinus canaria* of the class *Aves* (canaries).

P. Domesticated races of the species *Carrassius auratus* (goldfish).



Q. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.

R. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.

S. All species of the class Insecta.

T. All members of the subfamily Phasianae (chukker, partridge, valley quail, pheasant, peafowl).

U. The species Bison (American bison).

V. The species Meriones unguiculatus (gerbils).

W. The species Llama glama (llama).

X. The species Mustela putorius (European ferret).

Y. The family Erinaceidae (hedgehogs). (Ord. 804, 5-25-2016)

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

**SECTION 3.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provision of this Ordinance.

**SECTION 4.** Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilpersons voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

**SECTION 5.** This ordinance shall be effective upon the publication mentioned, unless otherwise stated.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020 by the following vote of the Elko City Council.

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By: \_\_\_\_\_

REECE KEENER, Mayor

ATTEST:

\_\_\_\_\_  
KELLY WOOLDRIDGE, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a petition for the vacation of a portion of the Juniper Street and 6<sup>th</sup> Street Right-of-Way, consisting of an area approximately 3,636 sq. ft., filed by Brian and Dena Starkey, and processed as Vacation No. 1-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko issued a license agreement in 1987 and another in 1999 to occupy the area requested to be vacated by this petition. There have been 3 property owners since that license agreement was issued, and no new license agreements have been issued. The applicant purchased the property in 2018 and would like to vacate any excess right of way. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application, map, and Staff memo**
9. Recommended Motion: **Accept the petition for vacation and direct Staff to commence the vacation process by referring the matter to the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Brian and Dena Starkey  
435 Jiggs Hwy #4  
Spring Creek, NV 89815  
[bstarkey@cowboysrest.org](mailto:bstarkey@cowboysrest.org)**  
  
**Summit Engineering  
[nitin@summitnv.com](mailto:nitin@summitnv.com)**



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

## **CITY OF ELKO STAFF REPORT**

<b>CITY COUNCIL PETITION DATE:</b>	<b>May 12, 2020</b>
<b>PLANNING COMMISSION DATE:</b>	<b>June 2, 2020</b>
<b>APPLICATION NUMBER:</b>	<b>Vacation 1-20</b>
<b>APPLICANT:</b>	<b>Brian and Dena Starkey</b>
<b>PROJECT DESCRIPTION:</b>	<b>APN 001-231-001</b>

**Vacation of the Juniper Street and 6<sup>th</sup> Street right-of-way**



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-231-001

**EXISTING ZONING:** R- Single Family and Multiple Family Residential

**MASTER PLAN DESIGNATION:** Medium Density Residential

**EXISTING LAND USE:** Developed, Residential adjacent to area to be vacated

### **BACKGROUND:**

1. The property has been developed as residential land use.
2. The area proposed to be vacated is approximately 900 sq. ft.
3. The City of Elko issued a license agreement to a previous property owner in 1987 and another in 1999 for the use of the property for a fee.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: R-Residential / Developed  
East: R-Residential / Developed  
South: R- Residential / Developed  
West: R-Residential / Developed

### **PROPERTY CHARACTERISTICS:**

The property is currently developed.  
The property has moderate slope on the Juniper Street side.  
There is no sidewalk along Juniper Street or 6<sup>th</sup> Street along the area proposed to be vacated or along 6<sup>th</sup> Street on the applicant's property adjacent to the area requested to be vacated.

### **MASTER PLAN AND CITY CODES:**

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive  
City of Elko Master Plan – Land Use Component  
City of Elko Master Plan – Transportation Component  
City of Elko Redevelopment Plan  
City of Elko Code – Section 8-7 Street Vacation Procedures

### **MASTER PLAN – Land Use:**

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. R- Single Family and Multiple Family Residential is a corresponding zoning district for Medium Density Residential.

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

**MASTER PLAN - Transportation:**

1. The area is accessed from 6th Street.
2. 6th Street is classified as a Residential local.
3. There is no access off Juniper Street.
4. The property lacks pedestrian connectivity but will be conditioned for the completion the public improvements upon approval.

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

**REDEVELOPMENT PLAN**

- The area is located inside the Redevelopment Area.

**FINDINGS**

- The proposed vacation is in conformance with the City of Elko Master Plan Land Use Component
- The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
- The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
- The proposed vacation is in conformance with City Code 3-2-5(E) and 8-7

**STAFF RECOMMENDATION:**

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



## 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):** BRIAN & DENA STARKEY

**MAILING ADDRESS:** 435 JIGGS HWY #4, SPRING CREEK, NV 89815

**PHONE NO (Home)** 775-397-0241 **(Business)** N/A

**NAME OF PROPERTY OWNER (If different):** \_\_\_\_\_

*(Property owner's consent in writing must be provided.)*

**MAILING ADDRESS:** \_\_\_\_\_

**LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):**

**ASSESSOR'S PARCEL NO.:** 001-231-001 **Address** 698 6TH STREET, ELKO, NV 89801

**Lot(s), Block(s), & Subdivision** NORTHERLY 33' OF LOTS 9,10,11 & 12, OF BLOCK 30, TOWN OF ELKO

**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:

BRIAN & DENA STARKEY, 435 JIGGS HWY #4, SPRING CREEK, NV 89815

(Name)

(Address)

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

(Name)

(Address)

1. Describe the nature of the request: PROPOSED VACATION OF 10' STRIP ALONG  
SIXTH STREET AND 35' STRIP ALONG JUNIPER STREET. NONE OF THE AREA  
OF VACATION IS CURRENTLY NOR ANTICIPATED TO BE USED FOR PUBLIC  
INFRASTRUTURE. PROPOSED VACATION IS IN ACCORDANCE WITH OTHER  
RECORDED VACATIONS WITHIN THIS BLOCK. THE TERRAIN OF JUNIPER  
STREET PROHIBITS FUTURE WIDENING OF IMPROVEMENTSWITHIN THE  
AREA OF THE PROPOSED VACATION.
2. Describe any utilities currently located in the area proposed for vacation, and if any are present  
how they will be addressed: \_\_\_\_\_

EXISTING GAS LINE, TO REMAIN, NEAR DRIVEWAY WHICH SERVES  
698 6TH STREET. ANY OTHER UTILIES THAT MAY EXIST WITHIN THE AREA  
OF VACATION ARE TO REMAIN. NOTE THE FIRE HYDRANT IS NOT WITHIN  
THE AREA PROPOSED TO BE VACATED.

**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** BRIAN & DENA STARKEY  
(Please print or type)

**Mailing Address** 435 JIGGS HWY #4  
Street Address or P.O. Box  
SPRING CREEK, NV 89815  
City, State, Zip Code

Phone Number: 775-397-0241

Email address: bstarkey@cowboyrest.org

**SIGNATURE:** Brian Starkey Dena Starkey

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**FOR OFFICE USE ONLY**

**File No.:** 1-20 **Date Filed:** 2/5/20 **Fee Paid:** \$600 **CV #** 2328

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APPROVED  
ENGINEERING DEPARTMENT  
04/16/2020 *Robert H. Hoot*

1"=15'

JUNIPER STREET

CONST 4' WIDE  
SIDEWALK W/  
BASE 450 SF.

PROPOSED AREA OF VACATION  
AREA = ±3,636

EX. HOUSE

EXISTING WALL  
TO REMAIN,  
PROTECT IN PLACE  
VERIFY

CONST 4' WIDE  
SIDEWALK W/  
BASE

EX. SIGN TO REMAIN  
FIELD VERIFY

EX. FIRE HYDRANT  
TO REMAIN  
FIELD VERIFY

HEATLINE SAWCUT EX. AC  
PAVEMENT FOR REMOVAL  
AND DISPOSAL, APPROX  
325 SQ. FT.

CONST ADA  
ACCESSIBLE RAMP  
W/ BASE  
SAWCUT LINE

CONST 6" THICK  
DRIVEWAY RAMP W/ BASE  
CONST TYPE 1  
CURB & GUTTER  
70 LF.

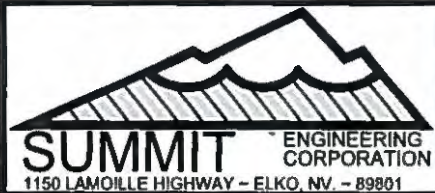
REGRADE AREA BEHIND  
DRIVEWAY AS NEEDED TO  
ACHIEVE DESIRED GRADE

CONST 5' WIDE  
SIDEWALK W/  
BASE 280 SF.

SAWCUT EX. WALK  
AND MATCH ELEV.

# STARKEY SITE SIDEWALK DESIGN GRADING PLAN

BHAKTA  
job# 82504  
APN 001-231-001  
March 19, 2020



SHEET  
1  
OF  
1

EXHIBIT "A"  
LEGAL DESCRIPTION  
PORTION OF JUNIPER STREET & SIXTH STREET  
ADJACENT TO APN 001-231-001

A parcel of land located in the Northeast Quarter of Section 15, Township 34 North, Range 55 East, MDM, being more particularly described as follows:

**Commencing** at the monument at the centerline intersection of Juniper Street and Seventh Street;

thence along the centerline of said Seventh Street, South 48°11'00" East a distance of 40.00 feet;

thence departing said centerline, South 41°49'00" West a distance of 40.00 feet to a point being the most northerly corner of Block 30 of the Map of the Town of Elko, according to the official map thereof, filed in the office of the County Recorder of Elko County, Nevada;

thence along the original Southeasterly line of said Juniper Street, South 41°49'00" West a distance of 200.00 feet to the Southerly corner of Parcel 2 of Quitclaim Deed, Book 1090, Page 236, File No.441849, recorded March 5, 1999, also being the **Point of Beginning**;

thence continuing along said Southeasterly line, South 41°49'00" West a distance of 100.00 feet to the Westerly corner of said Block 30;

thence departing said Southeasterly line and along the original Northeasterly line of Sixth Street, South 48°11'00" East a distance of 33.00 feet to the southerly corner of the parcel described in Grant, Bargain, Sale Deed Document No. 750024, recorded December 28, 2018, Official Records;

thence departing said Northeasterly line, South 41°49'00" West a distance of 10.00 feet;

thence North 48°11'00" West a distance of 49.00 feet;

thence North 41°49'00" East a distance of 3.68 feet;

thence from a tangent which bears North 47°27'55" West, along a circular curve to the right with a radius of 10.00 feet and a central angle of 26°38'07" an arc length of 4.65 feet;

thence North 20°49'48" West a distance of 5.47 feet;

thence along a tangent circular curve to the right with a radius of 10.50 feet and a central angle of  $62^{\circ}38'48''$  an arc length of 11.48 feet;

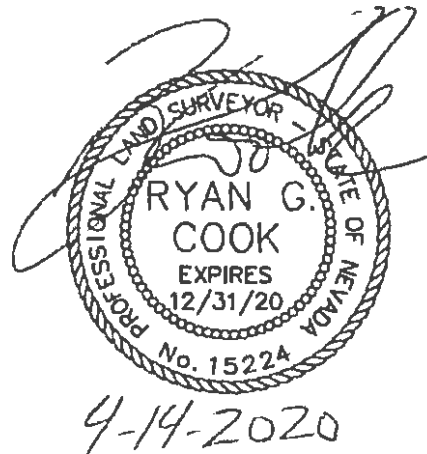
thence North  $41^{\circ}49'00''$  East a distance of 93.36 feet to the Westerly corner of said Parcel 2;

thence along the Southwesterly line of said Parcel 2, South  $48^{\circ}11'00''$  East a distance of 31.00 feet to the **Point of Beginning**.

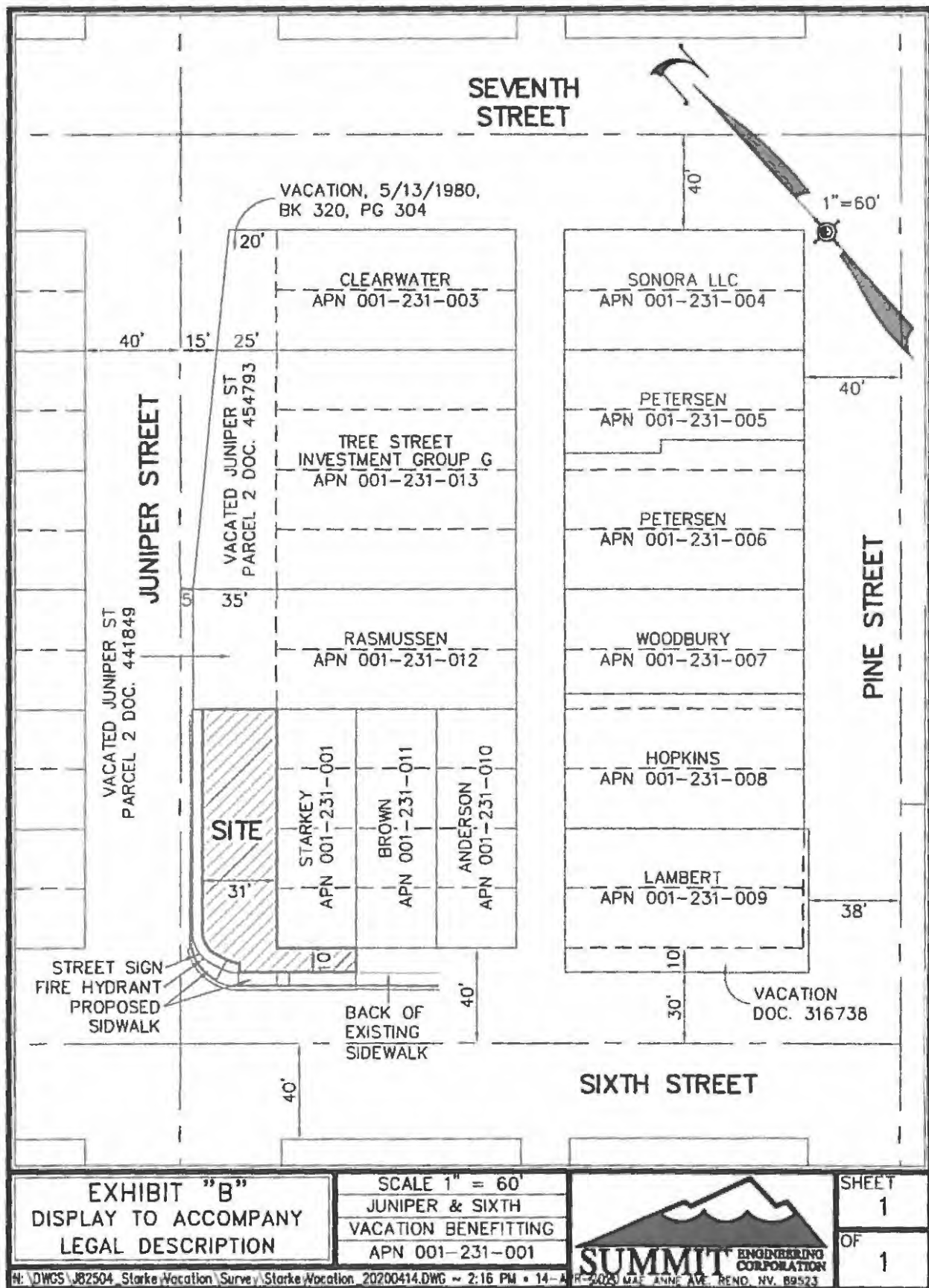
Said parcel contains an area of approximately 3,636 square feet.

Basis of Bearings: The line between centerline monuments at 3<sup>rd</sup> and Juniper Streets and 3<sup>rd</sup> and Cedar Streets as North  $48^{\circ}11'00''$  West.

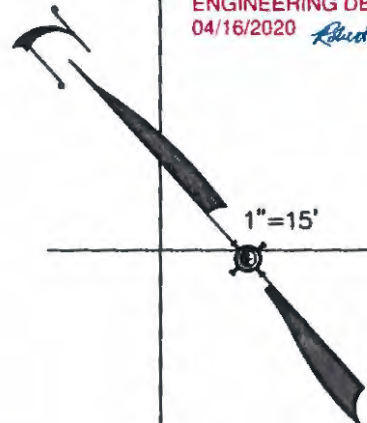
Descriptions Prepared By:  
Ryan G. Cook, PLS 15224  
Summit Engineering Corporation  
5405 Mae Anne Ave.  
Reno, NV 89523  
775-747-8550







APPROVED  
ENGINEERING DEPARTMENT  
04/16/2020 *Robert Thibault*



JUNIPER STREET

CONST 4' WIDE  
SIDEWALK W/  
BASE 450 SF.

PROPOSED AREA OF VACATION  
AREA =  $\pm 3,636$

EX. HOUSE

EXISTING WALL  
TO REMAIN,  
PROTECT IN PLACE  
VERIFY

CONST 4' WIDE  
SIDEWALK W/  
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EX. SIGN TO REMAIN  
FIELD VERIFY

EX. FIRE HYDRANT  
TO REMAIN  
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NEATLINE SAWCUT EX AC  
PAVEMENT FOR REMOVAL  
AND DISPOSAL, APPROX  
325 SQ. FT.

CONST ADA  
ACCESSIBLE RAMP  
W/ BASE

CONST 6" THICK  
DRIVEWAY RAMP W/ BASE

CONST TYPE 1  
CURB & GUTTER  
70 LF.

REGRADE AREA BEHIND  
DRIVEWAY AS NEEDED TO  
ACHIEVE DESIRED GRADE

CONST 5' WIDE  
SIDEWALK W/  
BASE 290 SF.

SAWCUT EX. WALK  
AND MATCH ELEV.

# STARKEY SITE SIDEWALK DESIGN GRADING PLAN

BHAKTA  
job# 82504  
APN 001-231-001  
March 19, 2020



SHEET  
1  
OF  
1



**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Raj and Mandeep Kaur, DBA Our Store, located at 1015 5<sup>th</sup> Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 12, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Raj and Mandeep Kaur, DBA Our Store, located at 1015 5<sup>th</sup> Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jaskaran Raj**  
  **2682 Outlook Court**  
  **Elko, NV 89801**  
**Mandeep Kaur**  
**2682 Outlook Court**  
**Elko, NV 89801**



## ELKO POLICE DEPARTMENT

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Ty Trouten  
Police Chief

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

DATE: April 30, 2020

TO: Curtis Calder, City Manager

FROM: Ty Trouten, Police Chief

SUBJECT: Packaged Liquor License Application in the name of Our Store, located at 1015 5<sup>th</sup> Street, Elko, NV 89801

On April 28, 2020, Jaskaran Raj and Mandeep Kaur made application for a Packaged Liquor License in the name of Our Store, located at the above address.

Mr. Raj and Ms. Kaur have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Liquor License Application in the name of Our Store, located at 1015 5<sup>th</sup> Street, Elko, NV 89801.

TT/tle

CC: Mayor Keener

**Elko City Council  
Agenda Action Sheet**

1. **Title: Review and consideration of a request from Elko High school Graduation Parade Committee to utilize a different parade route as well as a request for the City to utilize the community donation fund to pay the parade fee, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: May 12, 2020**
3. **Agenda Category: PETITION, APPEALS, AND COMMUNICATIONS**
4. **Time Required: 15 Minutes**
5. **Background Information: The City Clerk's Office received an application by the Elko High School Graduation Parade Committee to hold a parade for graduation due to the COVID-19 situation. The parade route is in the agenda packet. The committee is also requesting the City utilize the Community Donation Fund to pay the parade fee. KW**
6. **Budget Information:**
  - Appropriation Required: \$1000.00**
  - Budget amount available:**
  - Fund name: Community Donation Fund**
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Parade application and parade route**
9. **Recommended Motion: Pleasure of the Council**
10. **Prepared By: Kelly Wooldridge, City Clerk**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution:**



CITY OF ELKO PARADE PERMIT  
1751 COLLEGE AVE.  
ELKO, NV 89801  
PHONE: 777-7138 FAX: 777-7129  
EMAIL: buslic@elkocitynv.gov

In accordance with Elko City Code 7-2-30, a permit is required for all parades which will occupy any street, alleyway or highway within the city.

The attached map includes the standard parade route. If this is the first time for this parade or there has been a change to the parade, it will be necessary to obtain prior approval from the City Council at least one month before the parade is scheduled to take place.

Please complete the application and answer the questions on the attached questionnaire and contact the departments shown on the flow sheet for their approval. You must also attach a copy of a liability insurance policy in the amount of \$1,000,000 to include all of the represented vendors along with the City of Elko as additional insured. Return the application to the Business License Department at the address shown above. If Council approval is required the item will be placed on the Council agenda when the completed application is turned in to the City.

Name of Parade: Elko High School Graduation Parade

Date of Parade: Friday, June 5th @

Time of Parade: Start: \_\_\_\_\_ Finish: 8:20pm

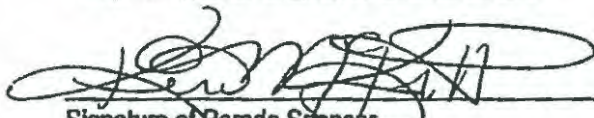
Parade Route: Standard Route: \_\_\_\_\_ Different Route X

(General Description) Please see attached

Sponsor of Parade: Elko High School

Sponsor Address: 987 College Ave.

Telephone: 775-738-7291

  
Signature of Parade Sponsor

Kmcknigh@ecsdnv.net

Date Approved (for new parades): \_\_\_\_\_ \$1,000.00 Fee Paid \_\_\_\_\_

This permit is valid for 24 hours under the times specified on the application unless otherwise indicated.

CITY OF ELKO PARADE APPLICANT QUESTIONNAIRE

Name of Parade: Elko High School Graduation Parade

The purpose of this worksheet is to assist city personnel in coordinating our efforts with parade organizers.

Please answer all questions in as much detail as possible:

Estimated number of attendees: 280(cars) plus viewers

Will this event affect normal traffic patterns and parking? What actions will be needed to mitigate these problems? Will City Personnel be needed? Besides Burns Rd & Jennings Ave by Adobe being closed we will not affect the traffic pattern.

What are the safety concerns for the participants of this event? What are the safety concerns for the spectators for this event? What actions are needed to minimize the safety problems? Will City personnel be needed? What stipulations have been made for emergency access? Please talk w/ Chief Truett.

Will there be any street closures? If yes, what are your emergency access plans?  
Burns Rd. Part of Jennings Ave by Adobe

What area will this event effect? Do you have permission from the property owners who may be effected? yes  
and flyers will be distributed to remind them

If a street closure is occurring present us with a plan and equipment list.

Please talk w/ Chief Truett

Will the closure include any use of Nevada State right-of-way?

No

What other logistical problems may be encountered? How can the City help?

None

Will traffic signals be affected by the event? No we will ~~make~~ no cross any traffic lights.

Will electricity be needed for the event, please explain? No

Will this event create a litter problem? How will that problem be mitigated? No.

What provisions will be made for public restrooms for the attendees? None

Will horses be present? No

Will a City street sweeper be required if so when? No.



# CITY OF ELKO STAFF FLOW SHEET

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

NAME OF PARADE: \_\_\_\_\_

## For Official Use Only

Police Department, 1448 Silver St.: ☒ Approved ☐ Denied Date 5/6/2020  
 Phone: 775-777-7310  
 Comments/Conditions: 15 mph MAX SPEED, OBEY STOP SIGNS, USE

SIGNALS

Signature: \_\_\_\_\_

Fire Department, 911 W. Idaho St.: ☒ Approved ☐ Denied Date 5/4/2020  
 Phone: 775-777-7345  
 Comments/Conditions: \_\_\_\_\_

Signature: \_\_\_\_\_

Street Department, 232 S. 10<sup>th</sup> St.: ☒ Approved ☐ Denied Date 5-6-20  
 Phone: 775-777-7241  
 Comments/Conditions: \_\_\_\_\_

Signature: \_\_\_\_\_

Parks & Recreation Dept., 1435 Idaho St. (behind Sherman Station): ☒ Approved ☐ Denied Date 5/4/2020  
 Phone: 775-777-7261  
 Comments/Conditions: HAVE FUN!!

Signature: \_\_\_\_\_

Nevada Department of Transportation (if applicable), 1951 Idaho St.: ☒ Approved ☐ Denied Date 5/6/2020  
 Phone: 775-777-2725  
 Comments/Conditions: \_\_\_\_\_

per Joel w/ ~~main~~ right of way department  
no signature required. Signature: \_\_\_\_\_



# Google Maps Adobe Middle School to Cedar St, Elko, NV 89801

Drive 3.6 miles, 10 min

## Adobe Middle School

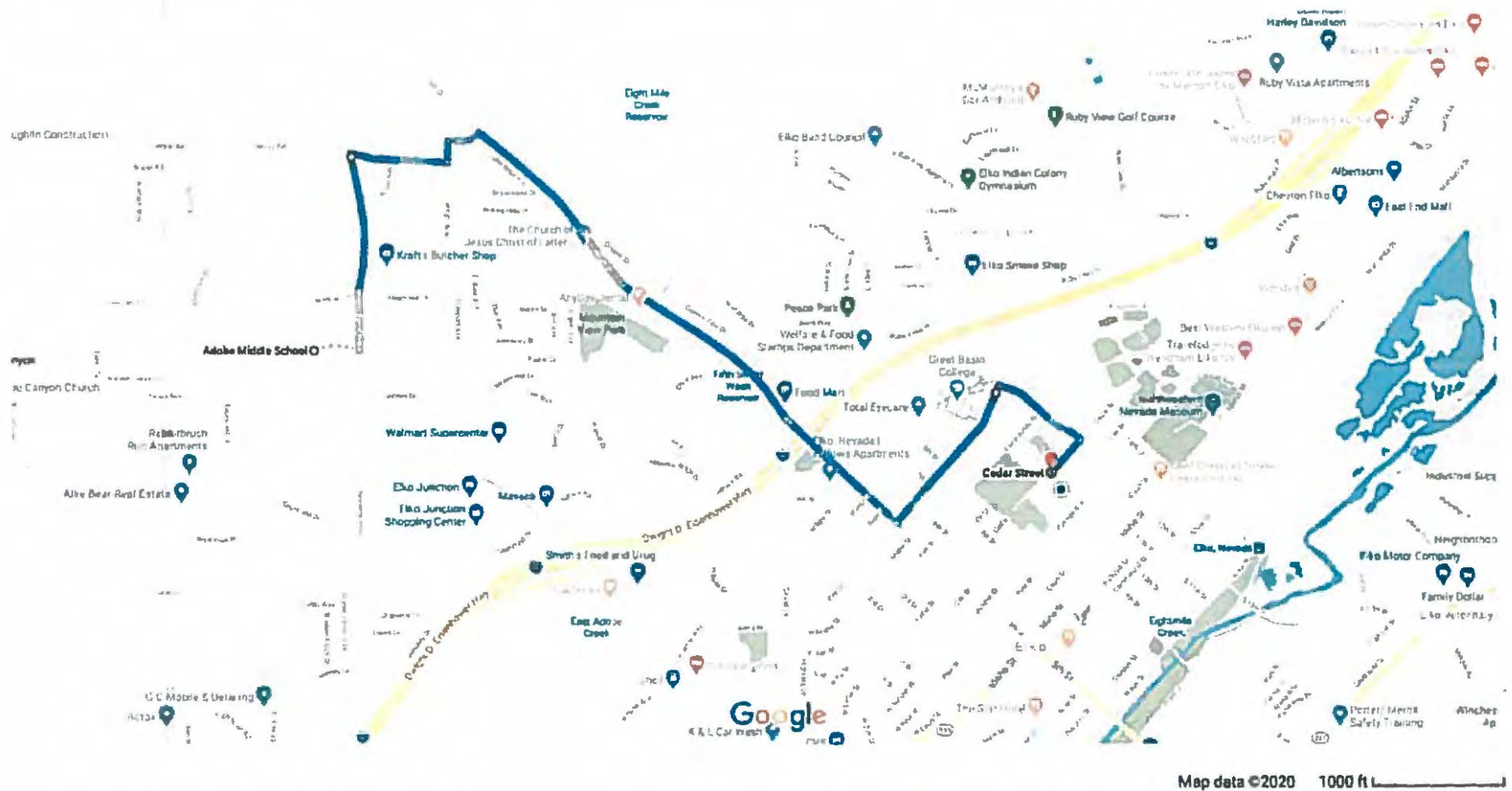
3375 Jennings Way, Elko, NV 89801

- ↑ 1. Head north on Jennings Way toward Montrose Ln  
0.6 mi
- ↘ 2. Turn right onto Rocky Rd  
0.3 mi
- ↶ 3. Turn left onto Wright Way  
318 ft
- ↘ 4. Wright Way turns right and becomes Rocky Rd  
0.1 mi
- ↘ 5. Turn right onto 5th St  
1.7 mi
- ↶ 6. Turn left onto Elm St  
0.5 mi
- ↘ 7. Turn right onto 13th St  
0.3 mi
- ↘ 8. Turn right onto Cedar St  
0.1 mi

## Cedar St

Elko, NV 89801

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Google Maps

Adobe Middle School to Cedar St, Elko, NV 89801

Drive 3.6 miles, 10 min

