



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

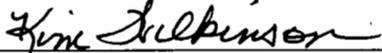
**PUBLIC MEETING NOTICE**

The Elko City Council will meet in regular session on Tuesday, December 14, 2021 beginning at 4:00 P.M.–7:00 P.M., P.D.T. in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, and by utilizing **GoToMeeting.com**

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/683647885>** You can also dial in using your phone at **United States: +1 (571) 317-3112** the Access Code is **683 647 885**

Attached with this notice is the agenda for said meeting of the Council. In accordance with NRS 241.020, the public notice and agenda were posted on the City of Elko Website at <http://www.elkocitynv.gov/>, the State of Nevada's Public Notice Website at <https://notice.nv.gov>, and in the following locations:

**ELKO CITY HALL  
1751 College Avenue, Elko, NV 89801  
Date/Time Posted: 8:30 a.m. P.D.T., Thursday, December 9, 2021**

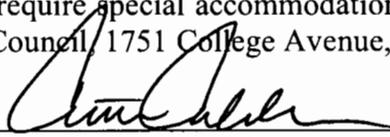
**Posted by: Kim Wilkinson, Administrative Assistant** 

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>**

*Dated this 9<sup>th</sup> day of December, 2021*

**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, City Manager  
Elko, Nevada

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.T., TUESDAY, DECEMBER 14, 2021**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**  
**<https://global.gotomeeting.com/join/683647885>**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**APPROVAL OF MINUTES: November 23, 2021 Regular Session**

**I. PRESENTATIONS**

- A. Presentation of a retirement plaque for Fire Chief Matt Griego, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Presentation by Christina Bailey, Senior Government Strategy Advisor, NV Energy, regarding the conveyance of decorative streetlights to the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

**II. PERSONNEL**

- A. Employee Introductions:
  - 1.) Brian Olvera, Patrol Officer II, Police Department

**III. APPROPRIATIONS**

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

- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible authorization for Staff to purchase a new Crafcro Crack Sealer SuperShot 250D Trailer from Construction Sealants & Supply through Sourcewell Purchasing in the amount of \$66,724.64, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was approved in the FY 2021/22 Budget. Although the cost of the Crack Sealer is more than was budgeted, there are ample funds in the Capital Equipment/Street Department budget. DS

- F. Review, consideration, and possible final acceptance of the contract for the construction of curb, gutter, sidewalk, and paving on Jennings Way, and matters related thereto. **FOR POSSIBLE ACTION**

This project was awarded to Great Basin Engineering in the amount of \$234,726.40, at the August 24, 2021 City Council meeting. There was additional work in the amount of \$10,777.46 for a total amount of \$245,503.86. Great Basin Engineering has satisfactorily completed the project in conformance with the plans and specifications. DS

- G. Review, consideration, and possible final acceptance of the construction of VFW Drive Construction Project, and matters related thereto. **FOR POSSIBLE ACTION**

The bid for the construction of VFW Drive from Idaho Street to Silver Street was awarded to ACHA Construction, in the amount of \$424,657.00, at the August 10, 2021, City Council meeting. There was one change order in the amount of \$4,564.58, plus additional work in the amount of \$19,353.40 for a total of \$448,574.98. ACHA Construction has satisfactorily completed the project in conformance with the plans and specifications. DS

#### **IV. SUBDIVISIONS**

- A. Review, consideration, and possible approval of Final Map No. 5-21, filed by Bailey and Associates, LLC, for the development of a subdivision entitled Cedar Estates Phase 3 involving the proposed division of approximately 7.31 acres of property into 34 lots for residential development within the RMH (Residential Mobile Home) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located at the northern terminus of both Primrose Lane and Daisy Drive. (APN 001-926-111). The Planning Commission considered this item on December 7, 2021, and took action to forward a recommendation to conditionally approve Final Map 5-21. MR

## V. NEW BUSINESS

- A. Review, consideration, and possible approval of Revocable Permit No. 5-21, filed by Walsh Properties LLC, to occupy a portion of Silver Street Right-of-Way to accommodate existing off-street parking, landscaping and sign, located generally south of the intersection of Silver Street and 2<sup>nd</sup> Street, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is requesting a change of use for the parcel which will require the property be brought from legal non-conforming to conforming. A revocable license agreement to occupy the Right-of-Way for the existing parking and sign is required. CL

- B. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-860-001, and matters related thereto. **FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a fiber optic cabinet at the rear of this Well 33 parcel. The proposed easement extends from Idaho Street to the back of this small parcel. BT

- C. Review and consideration to initiate an ordinance to review and revise Title Five Chapter 3: Animal and Fowl of the Elko City Code, and matter related thereto. **FOR POSSIBLE ACTION**

Officer Litchfield was recently employed as the new Animal Control Officer. In her review of the City Code she noticed many areas' that needed clarification. She met with Attorney Tom Coyle, City Clerk Kelly Wooldridge, and Animal Shelter Manager Karen Walther to review the code and possible changes. KW

- D. Review, consideration, and possible action to approve an Inter-Local Agreement between the City and Elko County to allow each jurisdiction to issue building permits, conduct inspections, and perform plan reviews for County or City Projects located in the other entities jurisdiction, and matters related thereto. **FOR POSSIBLE ACTION**

Elko County and the City of Elko are seeking to enter an agreement to allow each jurisdiction to issue building permits, conduct inspections, and perform plan reviews for County or City Projects located in the other entities jurisdiction. The County Commission approve the agreement at its meeting on November 3, 2021. SAW

- E. Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) through the Department of Homeland Security to purchase a Heavy Rescue Special Operations Vehicle, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like to apply for the 2021 FEMA Regional Assistance to Firefighters Grant. The application would apply for a new Heavy Rescue Special Operations Vehicle. This apparatus will increase firefighter safety and health, emergency response and scene capabilities, provide greater storage and personnel carrying capacity and reduce our current trailer inventory for each special operation discipline. The AFG Program has listed this item as high priority for grant funding this year. There is a 10% match by the City and County Fire Protection District with a vehicle price yet to be determined. JS

- F. Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) through the Department of Homeland Security for Mobile radio and mobile repeater communication devices, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like to apply for the 2021 FEMA Assistance to Firefighters Grant. The application would apply for 11 mobile radios and accessories and 3 mobile repeaters. These radios will enhance firefighter safety, emergency communications and interoperability with Elko PD, Elko Ambulance and our mutual aid partners. The AFG Program has listed this item as high priority for grant funding this year. Total amount of the grant would be no more than \$50,000 with a 10% match by the City. JS

- G. Review, consideration, and possible action to approve an Agreement to Share Appraisal Cost between the City and Union Pacific Railroad (UPRR) relating to the possible acquisition of approximately 78.253 acres, and matters related thereto. **FOR POSSIBLE ACTION**

Staff and the City's Legal Counsel, in conjunction with UPRR, have drafted an Agreement to Share Appraisal Cost in relation to the possible acquisition of approximately 78.253 acres of area formerly utilized for railroad operations. The area is comprised of two separate areas: approximately 28.426 acres are designated as "Area A" and are located on the west end of the City, and approximately 49.827 acres are designated as "Area B" and are located on the east end of the City. The Agreement to Share Appraisal Cost generally provides that each party shall incur 50% of the appraisal cost. SAW

- H. Review, consideration, and possible action to approve a conditional Purchase and Sale Agreement between the City and Union Pacific Railroad (UPRR) for the possible acquisition of approximately 78.253 acres, subject to the completion of certain items prior to or at the time of closing, and matters related thereto. **FOR POSSIBLE ACTION**

Staff and legal counsel, in conjunction with UPRR, have drafted a proposed Purchase and Sale Agreement (PSA) for the acquisition of approximately 78.253 acres of real property formerly utilized by UPRR and its predecessors for railroad operations. The real property is comprised of two separate areas: approximately 28.426 acres, designated as "Area A," are located on the west end of the City, and approximately 49.827 acres, designated as "Area B," are located on the east end of the City. The conditional PSA requires the satisfaction of several terms and conditions, to include the completion of certain exhibits, prior to closing. The parties have also not yet agreed upon a purchase price, which is a material term of the PSA. Those requirements are detailed in a staff memo to the City Council dated December 3, 2021. SAW

- I. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Cedar Estates Phase 3 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, 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. MR

- J. Review, consideration and possible authorization for Staff to solicit Requests for Qualifications from accounting firms to provide independent auditing services and to prepare the annual audit for the City of Elko for Fiscal Years beginning July 1, 2021 and ending June 30, 2026, and matters related thereto. **FOR POSSIBLE ACTION**

The last Request for Proposal (RFP) for auditing services was done in 2015 for a period of 5 years. The contract was extended for 1 year to finalize the single audit requirements as a result of the Coronavirus Relief Funds (CRF). Staff is requesting authorization to request qualifications for a five-year period for these services. JB

- K. Review, consideration and possible approval of a Land Lease Agreement for Hangar (D4) with GBB EXPRESS P SERIES, LLC. and matters related thereto. **FOR POSSIBLE ACTION**

GBB EXPRESS P SERIES, LLC. is the current owner of Hangar D4. The previous agreements had expired and a new lease is required. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) JF

- L. Review, consideration and possible approval of Amendment # five (5) to Contract Dated February 26, 2019 Between Jviation, INC. and the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between The City of Elko and Jviation, Inc. Jviation contract amendment #5 will cover fees associated with grant

administration for Airport Improvement projects AIP 52(CARES), AIP 54(CRRSA) and anticipated future AIP Grant (ARPA). JF

- M. Review, consideration, and possible approval of a consulting agreement between the City of Elko and Airplanners, LLC, for the purpose of providing air service management and development tasks on behalf of the City, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko was recently notified of an imminent decrease in commercial air service at Elko Regional Airport. In an effort to retain commercial air service, it will be necessary to negotiate a Minimum Revenue Guarantee (MRG) with SkyWest Airlines within the next thirty (30) days. Airplanners, LLC is experienced in negotiating MRG agreements with airlines, as well as assisting with air service development efforts. CC

## **VI. RESOLUTIONS AND ORDINANCES**

- A. First reading of Ordinance No. 866 adopting a change in zoning district boundaries, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on Rezone 1-21 at their meeting December 6, 2021. The Planning Commission recommended that the City Council adopt an ordinance which approves the zoning district boundary amendment from R to C – General Commercial for a portion of APN 001-560-003. CL

- B. First reading of Ordinance No. 867 adopting a change in zoning district boundaries, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on Rezone 2-21 at their meeting December 6, 2021. The Planning Commission recommended that the City Council adopt an ordinance which approves the zoning district boundary amendment from GI to C – General Commercial for APN 001-335-001. CL

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

- A. Review and consideration of a non-binding agreement between the City of Elko and Elko County to explore the concept of forming a district health department, and matters related thereto. **FOR POSSIBLE ACTION**

A letter from Elko County Deputy Health Officer Marena Works has been included in the agenda packet for review. The City of Elko is not being asked to provide funding at this time. CC

- B. Review and consideration of a request from Travis Shumway, owner of the Double Dice RV Park, regarding an extension of time to install a Reduced Pressure Backflow Assembly in order to prevent termination of water service on 12-22-2021, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Shumway purchased the Double Dice RV Park and applied for a Business License, which triggered City Inspections of the property. During the inspections it was noted the RV park did not have a Reduced Pressure Backflow Assembly required by the City Code 9-1-16 Cross Connection and NAC 445A.67195 Cross-Connections and backflow minimum types of protection for particular service connections. Mr. Shumway was notified by City Staff of the deficiency and allowed to obtain his business license as long as he was moving forward with a plan to install the required backflow device. Mr. Shumway is requesting an extension of time to install the backflow device as he works through things with the previous property owner, and determines who is responsible for the installation of the backflow device. DJ

## VIII. 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 – **Quarterly Code Enforcement Report 9/21–12/21**
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer - **FEMA Revised Mapping Update**
- P. Building Official

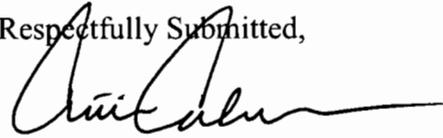
## COMMENTS BY THE GENERAL PUBLIC

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

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

**ADJOURNMENT**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", with a long horizontal flourish extending to the right.

Curtis Calder  
City Manager

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

SS November 23, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 PM, Tuesday, November 23, 2021. The meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).

**I. CALL TO ORDER**

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

**II. ROLL CALL**

**Present:**

Reece Keener, Mayor  
Mandy Simons, Councilwoman  
Chip Stone, Councilman  
Clair Morris, Councilman  
Giovanni Puccinelli, Councilman

**City Staff Present:**

Diann Byington, Recording Secretary  
Jan Baum, Financial Services Director  
Curtis Calder, City Manager  
Jeff Ford, Building Official  
Cathy Laughlin, City Planner  
Candi Quilici, Accounting Manager  
Susie Shurtz, Human Resources Manager  
DJ Smith, Computer Information Systems Coordinator  
Dave Stanton, City Attorney  
Dennis Strickland, Public Works Director  
Ty Trouten, Police Chief  
Scott Wilkinson, Assistant City Manager  
Kelly Wooldridge, City Clerk  
Dale Johnson, Utilities Director  
Matt Griego, Fire Chief  
James Wiley, Parks and Recreation Director

**III. PLEDGE OF ALLEGANCE**

**IV. COMMENTS BY THE GENERAL PUBLIC**

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

Danny Benson, 1854 Ruby View Drive, asked everyone to join him in singing happy birthday to Councilman Puccinelli.

Lynne Hoffman, 1085 Barrington Ave., read a statement (Exhibit "A")

## V. APPROVAL OF MINUTES

V.A. Approval of November 9, 2021 Minutes, Regular Session

*The minutes were approved by general consent.*

Councilwoman Simons abstained from the motion because she wasn't present for the meeting.

## VII. PERSONNEL

VII.A. Employee Introductions:

- 1.) Samantha Swartzendruber, Part Time Laboratory Technician, Sewer Department
- 2.) Jonathan Keil, Patrol Office II, Police Department

*Both new employees were present and introduced.*

## VI. PRESENTATION

VI.A. Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2021, including but not limited to, Staff response to audit findings, and matters related thereto. **FOR POSSIBLE ACTION**

A representative from Hinton Burdick CPAs will log in to present the City of Elko's Fiscal Year 2020/2021 Financial Report. JB

Jan Baum, Financial Services Director, introduced Mike Spilker from Hinton Burdick CPAs and handed out the Audit Report (Exhibit "B").

Mike Spilker, Hinton Burdick CPAs, gave a presentation via GoToMeeting (included in the packet).

**\*\* A motion was made by Council Member Stone, seconded by Council Member Morris to approve the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2021.**

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

## VIII. APPROPRIATION

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

**\*\* A motion was made by Council Member Simons, seconded by Council Member Puccinelli to approve the general warrants in the amount of \$989,534.99.**

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

VIII.B. Review and possible approval of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Council Member Morris, seconded by Council Member Puccinelli to approve the general hand-cut checks in the amount of \$223,568.67.**

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

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

**\*\* A motion was made by Council Member Morris, seconded by Council Member Simons to approve the Print 'N Copy warrants in the amount of \$224.09.**

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

VIII.D. Review, consideration, and possible approval of a Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76, and matters related thereto. **FOR POSSIBLE ACTION**

Our current Records Management System (RMS) is paired with the existing Computer Aided Dispatch (CAD) system in place at the Central Dispatch Administrative Authority (CDAA). In conjunction with the Elko County Enhanced 911 Board, the CDAA Executive Board recently voted to replace the existing Tyler Tech CAD System with a Motorola Spillman CAD System. As a consequence, our existing Tyler Tech RMS will not be easily compatible with the new CAD System, creating interoperability problems between local public safety agencies.

The City of Elko believes the Motorola Flex Records Management Software is an ARPA-eligible purchase. However, in the event it is not, approval of the Financing Proposal allows the City of Elko to begin the transition process without any payments becoming due until one (1) year after contract execution. If ARPA-eligible, the entire purchase will be facilitated in December 2022, with no prepayment penalty. If not, the City will budget the annual, interest free lease payment of \$86,305.25 in the next three budget cycles. TT

Chief Trouten explained they are looking for approval if the ARPA funding is not approved for this purchase. We have had several issues with Tyler Tech since purchasing the software. They have been almost non-responsive when contacting them to correct issues. They would like to go with Motorola Spillman, which is

what the County and the State use. It allows greater interagency operability so we can share information. There are several things to be gained with this.

Mayor Keener said the board and staff has done a lot of due diligence on this issue and it doesn't make sense to move forward any further with Tyler Tech. Based what he has been on briefed on, he is was in support of this and even more so if we can utilize the ARPA funding to pay for it.

**\*\* A motion was made by Council Member Morris, seconded by Council Member Stone to approve a Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76.**

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

## **X. PETITION, APPEAL, AND COMMUNICATION**

X.B. Review, consideration, and possible approval for Anthem Broadband to occupy approximately 410 feet of City owned conduit crossing the Humboldt River at the Sports Complex, as shown on their plans for the Head End Project. **FOR POSSIBLE ACTION**

Anthem Broadband proposes to install three micro-ducts in the existing conduit. They would occupy two of the micro-ducts, and the third would be for future City use. BT

Scott Wilkinson, Assistant City Manager, explained there is a letter in the packet from Anthen Broadband that includes five conditions for the occupancy of that conduit and asked that those conditions be referenced in the motion.

Mayor Keener thought we shoudl do all we could to help them move forward with their fiber buildout. It is encouraging to see the equipment all over the city and the fast rate that they are going. He called for public comments without a response.

**\*\* A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve for Anthem Broadband to occup approximately 410 feet of City owned conduit crossing the Humboldt River at the Sports Complex with the conditions in the letter dated November 10, 2021.**

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

Dave Stanton, City Attorney, said he felt the letter needed to be attached rather than just referred to in the motion.

Mr. Wilkinson stated this is just a Council action approving it. They have the ability to occupy under the Franchise Agreement.

Mr. Stanton said he understood but there were conditions stated in the letter that are incorporated in the motion.

Councilman Stone offered to restate the motion and read the conditions into the motion.

**\*\* A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve for Anthem Broadband to occupy approximately 410 feet of City owned conduit crossing the November 23, 2021**

**Humboldt River at the Sports Complex, including the conditions in the letter dated November 10, 2021. The conditions being: 1) Anthem Broadband will not have access to the duct for maintenance/inspection on a 24/7 basis, instead it would only be with prior arrangement with the City; 2) the proposed infrastructure will be located within an easement to be granted by the City under separate action; 3) Anthem Broadband will complete and be utilizing the proposed segment of infrastructure incorporating the City owned conduit within 2 years; 4) Anthem Broadband will dedicate one of the microducts with a 13mm internal diameter to the City for its future use; and, 5) Anthem Broadband shall not disturb any wetlands areas as designated by any Federal, State or Local Agency.**

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

## **IX. NEW BUSINESS**

**IX.A. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002, and matters related thereto. FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. The proposed easement crosses the Humboldt River near the Sports Complex. This is in the location of the spare conduit that the City installed along with our irrigation water bore to serve the Sports Complex. BT

Mr. Wilkinson felt the action sheet covered all of the details and offered to answer any questions.

**\*\* A motion was made by Council Member Stone, seconded by Council Member Simons to approve a Deed of Dedication for a Public Utility Easement on City owned property, APN 001-01R-002.**

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

**IX.B. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-690-001, and matters related thereto. FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a fiber optic route within this easement. The proposed easement crosses the Sports Complex parcel, and is north of the ballfields, along the south side of the Humboldt River. BT

Mr. Wilkinson explained this is an easement that runs from a point of connection at the end of the conduit to Errecart Boulevard. They will install their own conduit in this section.

**\*\* A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Deed of Dedication for a Public Utility Easement on City owned property, APN 001-690-001.**

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

IX.C. Review, consideration, and possible action to accept a letter of resignation from Ms. Tera Hooiman from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

Cathy Laughlin, City Planner, explained Tera Hooiman has recently submitted her letter of resignation since her and her family are moving to Las Vegas. She will complete the December 7th meeting but will not be a commissioner by the end of that meeting. With the holidays, she would like to start the recruitment process now.

**\*\* A motion was made by Council Member Stone, seconded by Council Member Puccinelli to accept a letter of resignation from Ms. Tera Hooiman from the Planning Commission and direct staff to begin the recruitment process.**

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

Mayor Keener asked in order to thank Tera for her years of dedication to the Planning Commission, that she gets presented with a plaque.

Ms. Laughlin explained they have already ordered her a plaque and wish to present it to her at the December 7th Planning Commission Meeting. She was hoping Mayor Keener could be there for that.

Mayor Keener stated he would be there.

## **X. PETITION, APPEAL, AND COMMUNICATION (Cont.)**

X.A. Ratification of the Police Chief issuing a 45-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Leila Welch, Desirae Leininger, and Stefanie Covert, DBA We Cater to You, located at 1250 Lamoille Highway #1045, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained this one was pretty straight forward. This is a food service truck and it is also selling packaged beer with their food. They are normally down near Princess and a Redneck by the old tire shop. They serve great food. There was no problem with the background. He recommended approval.

**\*\* A motion was made by Council Member Morris, seconded by Council Member Stone to ratify the Police Chief issuing a 45-day temporary packaged liquor license and issue a Regular Packaged Liquor License to Leila Welch, Desirae Leininger and Stefanie Covert, dba We Cater to You, located at 1250 Lamoille Highway #1045, Elko, Nevada 89801.**

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

## **XI. REPORTS**

XI.A. Mayor and City Council

Councilman Puccinelli thanked Chief Trouten and Lieutenant Pepper for giving him a tour of their facility.

Councilman Stone reported the ECVA received a letter today stating the pre-pay loan they received for PPE was forgiven.

Mayor Keener mentioned he was disappointed by the new legislative district boundaries that were recently published. He thought it was a big take-away for the rural areas but we will have to live with it for ten years.

#### XI.B. City Manager

Curtis Calder thanked Jan, Candi and the finance team for getting all of the information together for another successful audit. A lot of good work was done there. The Christmas Party is scheduled for December 10, 2021 and please remember to RSVP. The next evening is Chief Griego's going away party. Children are welcome at the Christmas Party but Santa Claus will not be there.

#### XI.C. Assistant City Manager

Scott Wilkinson reported the Union Pacific (UP) Purchase/Sale Agreement will be on the next City Council agenda. There is an appraisal agreement that has already been executed by UP.

Mayor Keener said he would get with Mr. Wilkinson after Thanksgiving to go over the details.

Mr. Wilkinson said he would put together information about how the agreement will play out and how it will be executed.

#### XI.D. Utilities Director

No report.

#### XI.E. Public Works

Dennis Strickland reported the fall free dump day last weekend went well but was no busier than a regular weekend.

#### XI.F. Airport Manager

Mayor Keener had a question about something in the Audit. He noticed the operating revenues at the Airport were way down in 2018 vs. 2017. What was the driver on that?

Jim Foster did not know the driver in that off hand.

Curtis Calder said SkyWest had a schedule change when they went to the larger regional jets in that era and we lost some frequency of flights. He thought that might be what it was or at least a portion of it.

#### XI.G. City Attorney

No report.

XI.H. Fire Chief

No report.

XI.I. Police Chief

Chief Trouten reminded Council that Mr. Keil will become Officer Keil tomorrow morning at the swearing in ceremony. The Police Department got word back on a couple of their JAG Grants. We were successful on both of them but he has to reduce some of the finances because they didn't give them everything. He just came back from Sheriffs and Chiefs and said we are far from alone in this community with people being upset with the fact that our criminals are arrested and then let back out on the streets momentarily. It is happening across the state dependant upon the laws and the new changes.

Mayor Keener gave the Police Department kudos for their big wins lately, including the arrest and recovery of the 4 year-old child that was in the Amber Alert.

XI.J. City Clerk

No report.

XI.K. City Planner

No report.

XI.L. Development Manager

Absent.

XI.M. Financial Services Director

Jan Baum wanted to give kudos to Candi and the finance staff. They do a fabulous job. Finance during the audit literally touches every department and every department was great getting information back to them. The entire City as a whole was super conservative during the fiscal year. Everyone tightened the belt and the audit showed that.

XI.N. Parks and Recreation Director

No report.

XI.O. Civil Engineer

Absent.

XI.P. Building Official

Jeff Ford reported the Certificate of Occupancy was issued for the Performing Arts Building. The school stuff is all done. There is a McDonald's in review, an industrial supply building is in review and another Dotty's is in review. The plan is to demo the McDonald's on Idaho Street and build a new building.

**XII. COMMENTS BY THE GENERAL PUBLIC**

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

Lee Hoffman, 1085 Barrington, pointed out that the name Giovanni has too many syllables in it to fit into Happy Birthday. He goofed that up when he was singing.

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: **Review, consideration, and possible authorization for Staff to purchase a new CrafcO Crack Sealer SuperShot 250D Trailer from Construction Sealants & Supply through Sourcewell Purchasing in the amount of \$66,724.64, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This purchase was approved in the FY 2021/22 Budget. Although the cost of the Crack Sealer is more than was budgeted, there are ample funds in the Capital Equipment/Street Department budget. DS**
6. Budget Information:  

Appropriation Required: **\$66,724.64**  
Budget amount available: **\$60,000.00**  
Fund name: **Capital Equipment/Street Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A copy of Sourcewell's Contract #080521-CFC Pricing Worksheet showing approval from Angie Hoaglin of Construction Sealants & Supply.**
9. Recommended Motion: **Authorize Staff to purchase a new CrafcO Crack Sealer SuperShot 250D Trailer through Sourcewell Purchasing in the amount of \$66,724.64**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **brandonrenocss@aol.com**

**SOURCEWELL PRICING WORKSHEET Contract #080521-CFC**

**DATE: 11/29/2021**

PURCHASING AGENCY	CONTRACTOR	AUTHORIZED DISTRIBUTOR
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BUYING AGENCY: <u>City of Elko</u> CONTACT PERSON: <u>Dennis Strickland</u> PHONE: <u>775-777-7241</u> FAX: EMAIL:	CrafcO, Inc. Angie Hoaglin 602-276-0406 480-961-0513 angie.hoaglin@crafcO.com	COMPANY <u>Construction Sealants &amp; Supply</u> Contact Name <u>Brandon Peek</u> PHONE: <u>775-331-3144</u> FAX: EMAIL: <u>brandon@theleakstopshere.com</u>
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DELIVERED TO: 1751 College Ave. Elko, NV 89801

EQUIPMENT PART #/DESCRIPTION:		Discounted Contract Price
<i>Part Number</i>	<i>Description</i>	<i>Price</i>
44100	SuperShot 250D Trailer	\$ 64,800.00

**EQUIPMENT OPTIONS: (Listed in Contract)**  
 Price for options requiring mutple units please list the total price not the each price.

QTY/Part #/Description	Price	QTY/Part #/Description	Price	
20014- 3" Pintle Hitch	\$ 114.24		\$ -	
24227- Seven Pin Flat Connector	\$ -		\$ -	
24095K- Strobe Light Kit	\$ 273.60		\$ -	
26060- 20# Fire Extinguisher	\$ 260.00		\$ -	
26061- Mounting Bracket	\$ 76.80		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
			<b>Subtotal:</b>	<b>\$ 724.64</b>

**UNPUBLISHED OPTIONS: (Items not shown it the Contract Price List)**  
 Price for options requiring mutple units please list the total price not the each price.

QTY/Part #/Description	Price	QTY/Part #/Description	Price	
	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
			<b>Subtotal:</b>	<b>\$ -</b>

	<b>QUANTITY</b>	<b>1</b>	<b>Equipment Total:</b>	<b>\$ 65,524.64</b>
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**MATERIALS: (Listed in Contract Price list)**

Part #/Description	Units	Price/unit	TOTAL	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
			<b>Material Total:</b>	<b>\$ -</b>

**TRADE-INS/DISC./FREIGHT/TAX**

Description	Price	Description	Price	
Freight	\$ 1,200.0000		\$ -	
	\$ -		\$ -	
	\$ -		\$ -	
			<b>Subtotal</b>	<b>\$ 1,200.0000</b>
			<b>TOTAL:</b>	<b>\$ 66,724.6400</b>

CrafcO Approval By: **Angie Hoaglin** Date: 11/29/2021

**Not Valid Without Approval**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the contract for the construction of curb, gutter, sidewalk, and paving on Jennings Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This project was awarded to Great Basin Engineering in the amount of \$234,726.40, at the August 24, 2021 City Council meeting. There was additional work in the amount of \$10,777.46 for a total amount of \$245,503.86. Great Basin Engineering has satisfactorily completed the project in conformance with the plans and specifications. DS**
6. Budget Information:  
    Appropriation Required: **Approximately \$245,503.86**  
    Budget amount available: **\$250,000.00**  
    Fund name: **Capital Construction**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve final acceptance of the construction of curb, gutter, sidewalk, and paving on Jennings Way in the amount of \$245.503.86.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Great Basin Engineering  
greatbasinelko@gmail.com**

**Bob Thibault, Staff Engineer  
bthibault@elkocitynv.gov**

**Shelley Petersen, Administrative Assistant  
s.petersen@elkocitynv.gov**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the construction of VFW Drive Construction Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The bid for the construction of VFW Drive from Idaho Street to Silver Street was awarded to ACHA Construction, in the amount of \$424,657.00, at the August 10, 2021, City Council meeting. There was one change order in the amount of \$4,564.58, plus additional work in the amount of \$19,353.40 for a total of \$448,574.98. ACHA Construction has satisfactorily completed the project in conformance with the plans and specifications. DS**
6. Budget Information:  
    Appropriation Required: **\$448,574.98**  
    Budget amount available: **\$550,000.00**  
    Fund name: **Capital Construction**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A spreadsheet prepared by Bob Thibault, Staff Engineer.**
9. Recommended Motion: **Approve final acceptance of the VFW Drive Construction Project in the amount of \$448,574.98.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Bob Thibault**  
    [bthibault@elkocitynv.gov](mailto:bthibault@elkocitynv.gov)  
  
    **Todd Schwandt**  
    [acha.todd@gmail.com](mailto:acha.todd@gmail.com)  
  
    **Shelley Petersen, Administrative Assistant**  
    [s.petersen@elkocitynv.gov](mailto:s.petersen@elkocitynv.gov)

CITY OF ELKO  
CONSTRUCTION QUANTITY TRACKING  
FOR  
PROJECT NAME: VFW Drive Improvement Project

Name	Acha Construction
Address	PO Box 2744
City State	Elko
Phone No.	775-777-3575
email add.	acha.todd@gmail.com

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount	QUANTITY BUILT	QUANTITY APPROVED	PERCENT PAID	AMOUNT PAID	AMOUNT APPROVED	Percent Approved
1	Mobilization and Demobilization @ _____ per Lump Sum.	1	LS	\$ 18,718.50	\$18,718.50	1	1	100%	\$18,718.50	\$18,718.50	100.00%
2	Provide Traffic Control @ _____ Per Lump Sum	1	LS	\$ 4,500.00	\$4,500.00	1	1	100%	\$4,500.00	\$4,500.00	100.00%
3	Remove and Dispose of Type 1 Curb & Gutter @ _____ per Lineal Ft	4	LF	\$ 16.00	\$64.00	12	12	300%	\$192.00	\$192.00	300.00%
4	Remove and Dispose of Concrete @ _____ per Sq. Ft	128	SF	\$ 12.00	\$1,536.00	164	164	128%	\$1,968.00	\$1,968.00	128.13%
5	Saw-Cut Existing Asphalt @ _____ per Lineal Ft	1345	LF	\$ 8.00	\$10,760.00	1,599	1,599	119%	\$12,792.00	\$12,792.00	118.88%
6	Remove and Dispose of Asphalt Pavement @ _____ per Sq. Ft.	1355	SF	\$ 1.80	\$2,439.00	5,323	5,323	393%	\$9,581.40	\$9,581.40	392.84%
7	Remove and Dispose of Concrete Valley Gutter @ _____ per Sq. Ft	164	SF	\$ 12.00	\$1,968.00	164	164	100%	\$1,968.00	\$1,968.00	100.00%
8	Construct Type 1 Curb & Gutter per City Detail R6.2, Includes Aggregate Base Course @ _____ per Lineal. Ft.	1339	LF	\$ 57.50	\$76,992.50	1,347	1,347	101%	\$77,452.50	\$77,452.50	100.60%
9	Construct Commercial Driveway Apron per City Detail R-6.2, Includes Aggregate Base Course @ _____ per Sq. Ft.	2454	SF	\$ 35.00	\$85,890.00	2,537	2,537	103%	\$88,795.00	\$88,795.00	103.38%
10	Construct 4" Thick Concrete Sidewalk per City Detail R-3.1, Includes Aggregate Base Course @ _____ per Sq. Ft.	4247	SF	\$ 15.00	\$63,705.00	4,385	4,385	103%	\$65,775.00	\$65,775.00	103.25%
11	Construct 2" Thick PG 64-22 Asphalt Overlay @ _____ per Sq. Ft.	1746	SY	\$ 22.50	\$39,285.00	1,746	1,746	100%	\$39,285.00	\$39,285.00	100.00%
12	Construct 4" Thick PG 64-22 Asphalt Paving @ _____ Per Square Yard	1664	SY	\$ 37.25	\$61,984.00	1,728	1,728	104%	\$64,368.00	\$64,368.00	103.85%
13	Construct 12" Aggregate Base Course for 4" Thick pavement Area @ _____ per Cubic Yard	555	CY	\$ 68.00	\$37,740.00	555	555	100%	\$37,740.00	\$37,740.00	100.00%
14	Relocate Existing Fire Hydrant @ _____ per Each	1	EA	\$ 2,475.00	\$2,475.00	1	1	100%	\$2,475.00	\$2,475.00	100.00%
15	Adjust Sewer Manhole to Finished Grade @ _____ per Each	3	EA	\$ 3,100.00	\$9,300.00	3	3	100%	\$9,300.00	\$9,300.00	100.00%
16	Adjust Telephone Manhole to Finished Grade	1	EA	\$ 3,100.00	\$3,100.00	1	1	100%	\$3,100.00	\$3,100.00	100.00%
17	Adjust Water Valves and Gas Valves to Finished Grade @ _____ per Each.	7	EA	\$ 600.00	\$4,200.00	10	10	143%	\$6,000.00	\$6,000.00	142.86%



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Final Map No. 5-21, filed by Bailey and Associates, LLC, for the development of a subdivision entitled Cedar Estates Phase 3 involving the proposed division of approximately 7.31 acres of property into 34 lots for residential development within the RMH (Residential Mobile Home) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Subject property is located at the northern terminus of both Primrose Lane and Daisy Drive. (APN 001-926-111). The Planning Commission considered this item on December 7, 2021, and took action to forward a recommendation to conditionally approve Final Map 5-21. 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 5-21 for the Cedar Estates Phase 3 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: **Bailey & Associates, LLC  
Attn: Sheldon Hetzel  
780 W. Silver Street, #104  
Elko, NV 89801  
  
Summit Engineering  
Attn: Nitin Bhakta  
1150 Lamoille Highway  
Elko, NV 89801**



# 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 December 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 7, 2021 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 5-21, filed by Bailey and Associates, LLC for the development of a subdivision entitled Cedar Estates Phase 3 involving the proposed division of approximately 7.31 acres of property into 34 lots for residential development within the RMH (Residential Mobile Home) Zoning District, and matters related thereto.

Subject property is located at the northern terminus of both Primrose Lane and Daisy Drive. (APN 001-926-111)

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 5-21 with conditions listed in the Staff Report dated November 10, 2021, listed as follows:

#### **Development Department:**

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 Cedar Estates Phase 3 is approved for 34 residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. 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.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. 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. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

11. Any/All slopes greater than 3:1 shall be permanently stabilized prior to acceptance of any public improvements by the City Council.

**Public Works Department:**

12. All public improvements to be constructed per City of Elko code at time of development.

The Planning Commission's findings to support its recommendation are the Final Map for Cedar Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final 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 3-3-21 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, 3-5-4, 3-2-17 and 3-8 of City Code.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Knopp, Planning Technician

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 12/7**

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

Title: Final Map No. 5-21 - Cedar Estates - Phase 3

Applicant(s): Bailey + Associates, LLC

Site Location: N Terminus of Primrose Ln + Daisy Drive

Current Zoning: RmH Date Received: 10/25/21 Date Public Notice: N/A

COMMENT: This is to divide  $\approx$  7.31 acres into 34 lots for residential development.

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

Assistant City Manager: Date: 11/18/21

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 11/22/2021

No comments/concerns. Recommend approval.

cc

Initial



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

## CITY OF ELKO STAFF REPORT

**REPORT DATE:** November 10, 2021  
**PLANNING COMMISSION DATE:** December 7, 2021  
**AGENDA ITEM NUMBER:** I.B.1.  
**APPLICATION NUMBER:** Final Map 5-21  
**APPLICANT:** Bailey and Associates, LLC  
**PROJECT DESCRIPTION:** Cedar Estates Phase 3

A Final Map for the division of approximately 7.31 acres into 34 lots for residential development within an RMH (Residential Mobile Home) zoning district.



**STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-926-111

**PARCEL SIZE:** 7.31 Acres

**EXISTING ZONING:** (RMH) Residential Mobile Home

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

**EXISTING LAND USE:** Vacant

### **BACKGROUND:**

1. The Final Map for Cedar Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Zephyr Heights Tentative Map on July 6, 2021.
3. The City Council conditionally approved the Cedar Estates Phase 3 Tentative Map on July 27, 2021.
4. The subdivision is located on APN 001-926-111.
5. The proposed subdivision consists of 34 residential lots.
6. The total subdivided area is approximately 7.31 acres.
7. The proposed density is 4.65 units per acre.
8. Approximately 1.08 acres are offered for dedication for street development.
9. Drainage and utility easements are provided along all lot lines.
10. The property is located at the northern terminus of both Primrose Lane and Daisy Drive.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- North: Agricultural-Residential (AR) / Developed (Elko County)
- South: Residential Mobile Home (RMH) / Developed (Cedar Estates Phases 1 and 2)
- East: General Industrial (GI) / Developed
- West: Light Industrial (LI) / Vacant  
Residential Mobile Home (RMH) / Developed

### **PROPERTY CHARACTERISTICS:**

- The property is an undeveloped residential parcel.
- The site abuts large-lot residential uses to the north, existing Cedar Estates Phases 1 and 2 to the south, a developed industrial use (Humboldt-Vega) to the east, and an existing mobile home park (Southgate Mobile Home Park) to the west.
- The parcel has many slopes, but generally drains to the existing detention/retention basin on the northeast corner of the site. The slopes have been incorporated into the tentative map design where possible to minimize the amount of grading needed.
- The property will be accessed by both Primrose Lane and Daisy 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, 3-5-4, 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 northwest corner of the property is located within the 30-year capture zone for Well 24. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a detention/retention basin.

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 zoning 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 identified.
  - 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 lighting, USPS gang boxes, paving, and utilities within the Daisy Drive and Primrose Lane rights-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, 3-5-4, 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 located in a Special Flood Hazard Area (SFHA).

**FINDINGS**

1. The Final Map for Cedar Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final 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, 3-5-4, 3-2-17, and 3-8 of City code.

**STAFF RECOMMENDATION/CONDITIONS OF APPROVAL:**

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

**Development Department:**

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 Cedar Estates Phase 3 is approved for 34 residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. 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.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. 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. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.
11. Any/All slopes greater than 3:1 shall be permanently stabilized prior to acceptance of any public improvements by the City Council.

Public Works Department:

12. All public improvements to be constructed per City of Elko code at time of development.



# 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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November 30, 2021

Bailey & Associates, LLC  
Attn: Sheldon Hetzel  
780 W. Silver Street, #104  
Elko, NV 89801  
[sheldon.springcreek@gmail.com](mailto:sheldon.springcreek@gmail.com)

Re: Rezone No. 2-21 & Revocable Permit No. 5-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone at **+1 (408) 650-3123** The **Access Code** for this meeting is **303-168-685**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp  
Administrative Assistant

Enclosures

CC: Summit Engineering, Attn: Nitin Bhakta, 1150 Lamoille Hwy, Elko, NV 89801  
[nitin@summitnv.com](mailto:nitin@summitnv.com)



# CITY OF ELKO

## Planning Department

Website: [www.elkocitynv.gov](http://www.elkocitynv.gov)  
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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November 4, 2021

Elko County Planning and Zoning  
540 Court Street, Suite 104  
Elko, NV 89801

Re: Final Map No. 05-21 / Cedar Estates – Phase 3 Subdivision

In accordance with the Communication Policy between the City of Elko and Elko County, the City of Elko hereby notices and advises the Board of County Commissioners of the County of Elko of the City's intention to consider a subdivision Final Map for division of approximately 7.31 acres of land into 34 lots. Please find enclosed a copy of the Final Map for your review and comment.

The subject property is located generally north of the terminus of Daisy Drive and Primrose Lane.

Review by the Elko City Planning Commission is scheduled for their December 7, 2021, regular meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Knopp  
Administrative Assistant

Enclosures



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

October 27, 2021

Bailey & Associates  
Attn: Sheldon Hetzel  
780 W Silver Street, #104  
Elko, NV 89801

Re: Cedar Estates Phase 3 Final Map – Complete Submittal

Dear Mr. Bhakta:

The City of Elko has reviewed your Final Map application materials for Cedar Estates Phase 3 (submitted October 25, 2021) 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. Barring any complications, this Final Map will be scheduled for Planning Commission on December 7, 2021 and City Council on December 14, 2021.

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: Summit Engineering  
Attn: Nitin Bhakta  
1150 Lamoille Highway  
Elko, NV 89801

City of Elko – File



# 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):	Bailey & Associates LLC		
MAILING ADDRESS:	780 W. Silver St., Suite 104, Elko, NV 89801		
PHONE NO (Home):		(Business):	775-777-7773
NAME OF PROPERTY OWNER (if different):			
	<i>(Property owner consent in writing must be provided)</i>		
MAILING ADDRESS:			
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001926111	Address:	0 Daisy Dr.
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.			
PROJECT DESCRIPTION OR PURPOSE:	Subdivision of 34 Lots for Manufactured Homes on permanent foundations.		
APPLICANT'S REPRESENTATIVE OR ENGINEER:	Sheldon F. Hetzel		

### **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.

### 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
✓	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.

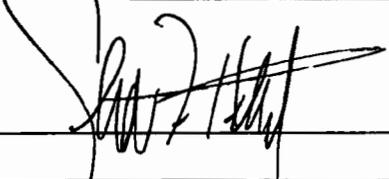
Applicant / Agent **Sheldon F. Hetzel**  
(Please print or type)

Mailing Address **780 W. Silver St., Suite 104**  
Street Address or P.O. Box

**Elko, NV 89801**  
City, State, Zip Code

Phone Number: **775-777-7773**

Email address: **Sheldon.SpringCreek@gmail.com**

SIGNATURE: 

**FOR OFFICE USE ONLY**

File No.: 5-21 Date Filed: 10/25/21 Fee Paid: \$1,600 Cr# 36779 34 Lots x \$25 = \$850  
+ \$750  
\$1,600

**OWNER / DEVELOPER**

BAILEY AND ASSOCIATES LLC.  
780 WEST SILVER STREET, #104  
ELKO, NEVADA 89801

ATTN: SHELDON HETZEL  
775-777-7773  
INFO@NEWHOMESSELKO.COM

**CIVIL IMPROVEMENTS PLANS FOR  
CEDAR ESTATES SUBDIVISION  
UNIT NO. 3  
ELKO, NEVADA**

**ELKO ELKO COUNTY NEVADA**

**ENGINEER**



**SUMMIT** ENGINEERING CORPORATION  
1150 LAMOILLE HIGHWAY  
ELKO, NEVADA 89801  
(775) 738 - 8058  
**WWW.SUMMITNV.COM**  
**NITIN@SUMMITNV.COM**



May 19, 2021

**PROJECT DATA**

TOTAL SUBDIVIDED AREA = 7.31 ACRES  
TOTAL RIGHT-OF-WAY AREA = 1.08 ACRES (57,848 SF)  
OFFERED FOR DEDICATION  
NET AREA ~ (TOTAL AREA - RIGHT-OF-WAY AREA) = 6.23 ACRES  
  
TOTAL UNITS = 34 LOTS  
ESTIMATED WATER USAGE = 38.10 ACRE FEET PER YEAR  
ESTIMATED SEWER CONTRIBUTIONS = 11,900 GALLONS PER DAY  
THIS PROPOSED SUBDIVISION IS LOCATED IN SECTION 13, T 34 N, R 55 E. MDB&M.  
  
THE REQUIRED FIRE FLOW FOR THIS DEVELOPMENT WILL BE A MINIMUM OF 1,500 GPM FOR 2 HOURS, FOR RESIDENTIAL TYPE V-B CONSTRUCTION.

**BASIS OF BEARINGS**

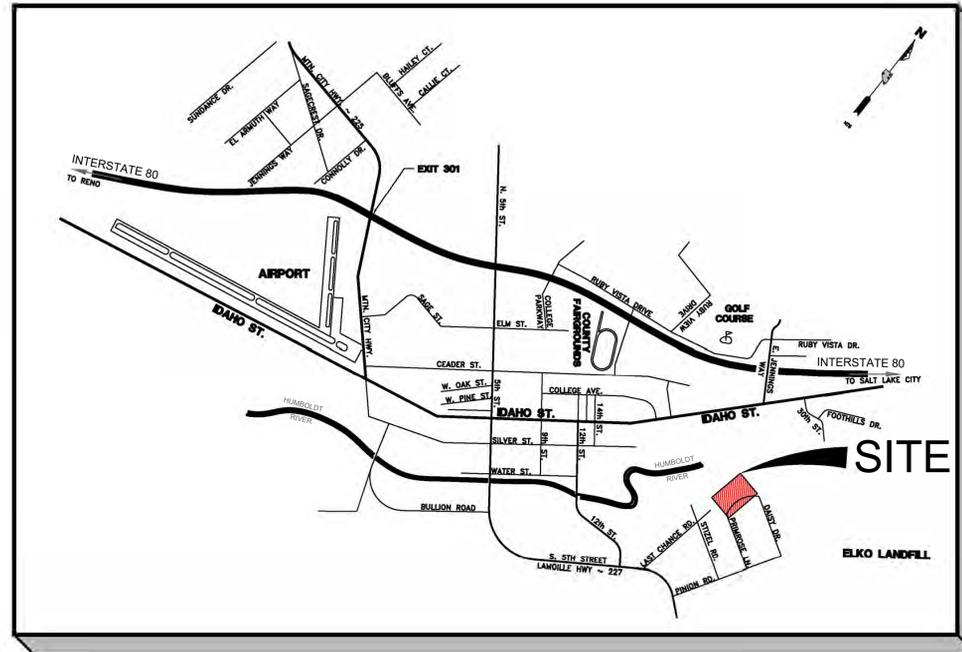
THE BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY FOR CEDAR ESTATES, LLC. AND MARIA TARABINI, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 548514, ON FEBRUARY 9, 2006.

**BASIS OF ELEVATION**

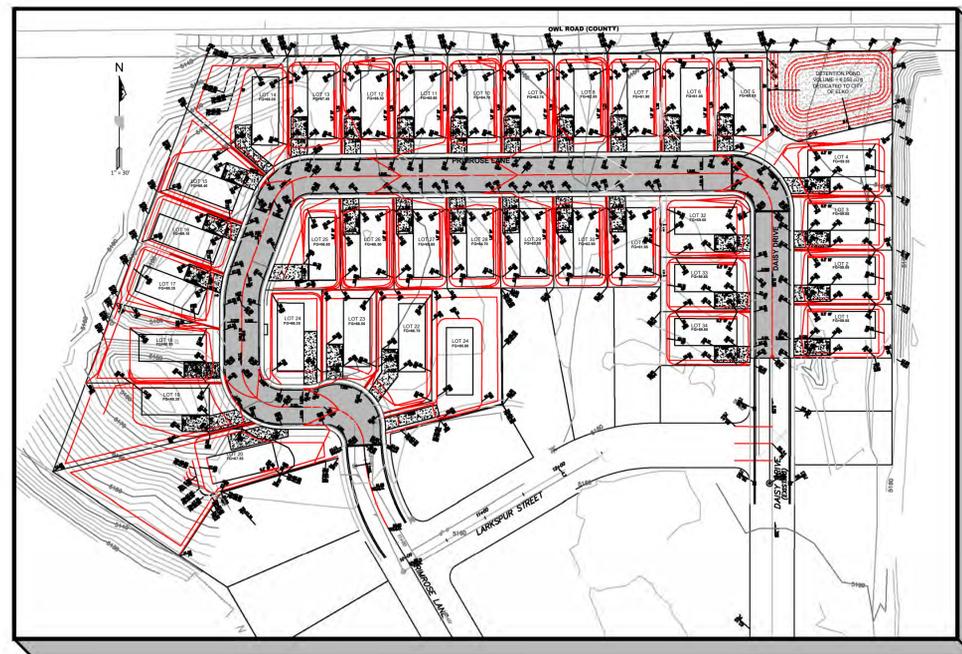
THE NGS BENCHMARK, B-52, SET IN THE WALL OF THE ELKO MAIN POST OFFICE, AT THE NORTHERLY CORNER OF THE BUILDING, TAKEN AS THE NAVD '88 ELEVATION OF 5066.47'.

**ABBREVIATIONS**

A.C. .... ASPHALTIC CONCRETE	M.D.D. .... MAXIMUM DRY DENSITY
AGG. .... AGGREGATE	LT. .... LEFT
B.C. .... BEGIN CURVE	L.P. .... LOW POINT
B.F. .... BOTTOM OF FOOTING	M.H. .... MANHOLE
B.V.C. .... BEGIN VERTICAL CURVE	P. .... PAD ELEVATION
B.W. .... BACK OF SIDEWALK	P.C.C. .... POINT OF COMPOUND CURV.
C.B. .... CATCH BASIN	P.I. .... POINT OF INTERSECTION
CL. .... CENTERLINE	P.R.C. .... POINT OF REVERSE CURVATURE
CONC. .... CONCRETE	P.V.C. .... POLYVINYL CHLORIDE PIPE
CONST. .... CONSTRUCT	P.O. .... PUSH ON
CLR. .... CLEARANCE	P.U.E. .... PUBLIC UTILITY EASEMENT
C.P. .... CONCRETE PIPE	R. .... PROPERTY LINE
D.I. .... DROP INLET	Q10 .... 10-YEAR STORM FLOW
DF. .... DEEPEENED FOOTING	Q100 .... 100-YEAR STORM FLOW
DET. .... DETAIL	(R) .... RADIAL
E. .... ELECTRICAL	R. .... RADIUS
ELEV. .... ELEVATION	REF. .... REFERENCE
E.C. .... END OF CURVE	R.C.P. .... REINFORCED CONCRETE PIPE
E.V.C. .... END OF VERTICAL CURVE	R.P. .... RADIUS POINT
EXIST. .... EXISTING	RT. .... RIGHT
(e) .... EXISTING	R/W .... RIGHT OF WAY
E.G. .... EXISTING GRADE	S. .... SLOPE
F.F. .... FINISHED FLOOR	S.G. .... SUBGRADE
F.F.C. .... FRONT FACE OF CURB	S.S. .... SANITARY SEWER
F.G. .... FINISHED GRADE	S.W. .... SIDEWALK
F.H. .... FIRE HYDRANT	STD. .... STANDARD
F. .... FLOW LINE	SHT. .... SHEET
FLG. .... FLANGE	STA. .... STATION
G. .... GAS	S.D. .... STORM DRAIN
G.B. .... GRADE BREAK	TW. .... TOP OF WALL
GTV. .... GATE VALVE	TELE. .... TELEPHONE
H.C. .... HANDICAPPED	T.C. .... TOP OF CURB
HORIZ. .... HORIZONTAL	T.B. .... THRUST BLOCK
H.P. .... HIGH POINT	TOE .... TOE OF SLOPE
INT. .... INTERSECTION	TOP .... TOP OF SLOPE
I.E. .... INVERT ELEVATION	TYP. .... TYPICAL
L. .... LENGTH	V.C. .... VERTICAL CURVE
L.F. .... LINEAL FEET	V.P.I. .... VERT. POINT OF INTERSECTION
L.P. .... LOW POINT	W. .... WATER
	WATER CURVE DELTA



**VICINITY MAP**



**SITE PLAN**

**SHEET INDEX**

T-1	.....	TITLE SHEET
N-1	.....	GENERAL NOTES SHEET
1-2	.....	FINAL PLAT - SHEET 1
2-3	.....	FINAL PLAT - SHEET 2
G-1	.....	GRADING PLAN
U-1	.....	UTILITY PLAN
P-1	.....	PLAN & PROFILE - PRIMROSE LANE
P-2	.....	PLAN & PROFILE - PRIMROSE LANE
P-3	.....	PLAN & PROFILE - DAISY DRIVE
S-1	.....	SIGNAGE & STRIPING PLAN
E-1	.....	EROSION CONTROL PLAN
D-1	.....	DETAIL SHEET 1
D-2	.....	DETAIL SHEET 2
D-3	.....	DETAIL SHEET 3
D-4	.....	DETAIL SHEET 4

**LAND USE CLASSIFICATION**

RMH (RESIDENTIAL MANUFACTURED HOUSING)

- EASEMENTS:** ALL LOTS TO CONTAIN A 5.00' UTILITY AND DRAINAGE EASEMENT ALONG THE SIDES AND REAR LOT LINES AND A 7.50' DRAINAGE AND UTILITY EASEMENT ALONG THE CITY RIGHT-OF-WAY
- FLOOD PLAIN:** BASED ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF ELKO, 32007C628E, DATED SEPTEMBER 4, 2013 THE ENTIRE SITE LIES OUTSIDE THE 100 YEAR FLOOD PLAIN
- SITE INFO:** BASED UPON THE CITY OF ELKO AND BLM HISTORIC DATA THE SUBJECT PROPERTY HAS BEEN EXCLUSIVELY USED AS OPEN RANGE.
- LOCATION:** THIS SITE IS LOCATED WITHIN SECTION 13, TOWNSHIP 34 NORTH RANGE 55 EAST IN ELKO, NEVADA
- ADJACENT ZONING:** NORTH - EXISTING RESIDENTIAL - COUNTY LOTS  
SOUTH - EXISTING RMH PHASE 1 & 2 OF CEDAR ESTATES  
EAST - HUMBOLDT READY MIX - LIGHT INDUSTRIAL  
WEST - EXISTING UNDEVELOPED - LIGHT INDUSTRIAL PROPERTY

**UTILITIES**

- ELECTRIC** ~ NV ENERGY  
**TELEVISION** ~ ZITO MEDIA  
**TELEPHONE** ~ FRONTIER COMMUNICATION  
**GAS** ~ SOUTHWEST GAS CORPORATION
- WATER** ~ CITY OF ELKO  
**SANITARY SEWER** ~ CITY OF ELKO  
**GARBAGE UTILITIES** ~ ELKO SANITATION (CITY LANDFILL)

**SPECIFICATIONS**

ALL CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (CURRENT EDITION AND ANY APPURTENANT SUPPLEMENTS) SPONSORED AND DISTRIBUTED BY RENO, SPARKS, WASHOE COUNTY, AND THE RECOMMENDATIONS ESTABLISHED BY THE SOILS INVESTIGATION FOR THIS SITE.

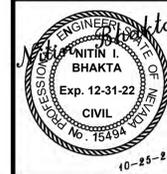
**ENGINEER'S STATEMENT**

THESE PLANS (SHEETS T-1 OF 13 THROUGH D-4 OF 13) HAVE BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PROCEDURES AND GUIDELINES, AND ARE IN SUBSTANTIAL COMPLIANCE WITH APPLICABLE STATUTES, CITY ORDINANCES, AND CODES. IN THE EVENT OF CONFLICT BETWEEN ANY PORTION OF THESE PLANS AND CITY CODES, THE CITY CODES SHALL PREVAIL.

REV.	DATE	DESCRIPTION	BY	APPD

CIVIL IMPROVEMENTS PLANS FOR  
CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3  
TITLE SHEET  
ELKO COUNTY NEVADA

DESIGNED BY: CIVIL  
CHECKED BY: NIB  
SCALE  
HORIZ: 1"=40'  
VERT: NONE  
JOB NO: 81966



SHEET T-1 OF 13



# FINAL MAP OF CEDAR ESTATES SUBDIVISION~ UNIT NO. 3



### DIVISION OF WATER RESOURCES CERTIFICATE

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

DIVISION OF WATER RESOURCES \_\_\_\_\_ DATE \_\_\_\_\_

### NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

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

BUREAU OF WATER POLLUTION CONTROL \_\_\_\_\_ DATE \_\_\_\_\_

### ELKO CITY COUNCIL CERTIFICATE

AT A REGULAR MEETING OF THE ELKO CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THIS MAP WAS APPROVED FOR SUBDIVISION PURPOSES PURSUANT TO N.R.S. 278.461 THROUGH 278.469, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION SHOWN HEREON WERE ACCEPTED FOR PUBLIC USE.

MAYOR, CITY OF ELKO \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: CLERK, CITY OF ELKO \_\_\_\_\_ DATE \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

I, RYAN G. COOK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER MY SUPERVISION AT THE INSTANCE OF BAILEY & ASSOCIATES, LLC, A NEVADA LIMITED LIABILITY COMPANY.
- THE LANDS SURVEYED LIE WITHIN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.M.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY \_\_\_\_\_, 20\_\_\_\_ AND APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.

RYAN G. COOK

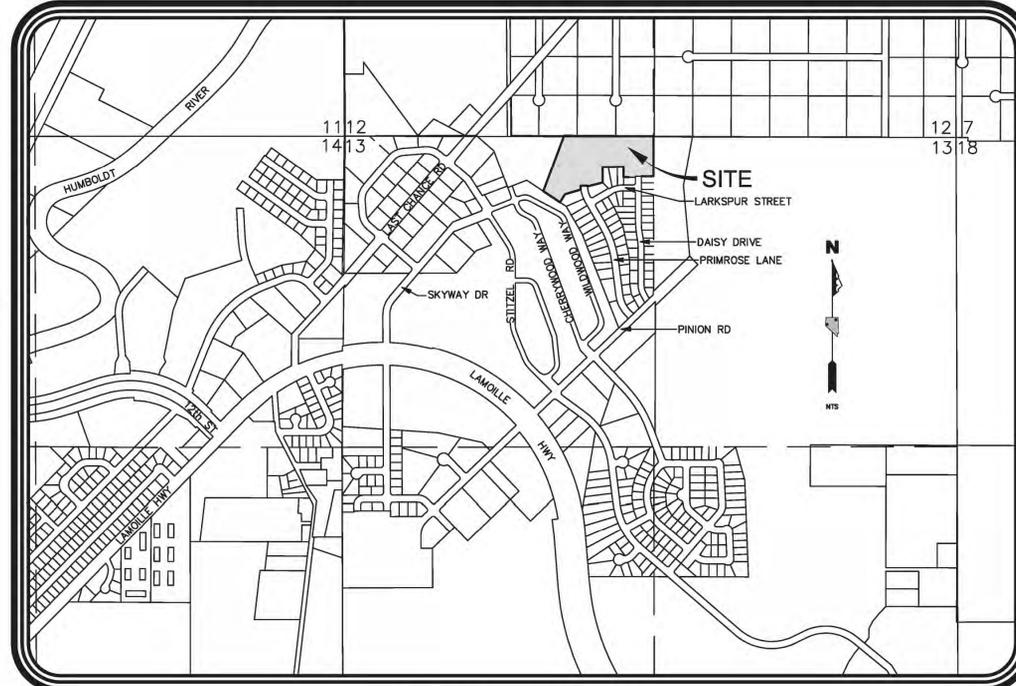


PLS 15224

### ELKO CITY PLANNING COMMISSION CERTIFICATE

AT THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF ELKO, STATE OF NEVADA, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A TENTATIVE MAP OF THIS SUBDIVISION WAS DULY AND REGULARLY APPROVED PURSUANT TO N.R.S. 278.330 AND THIS FINAL MAP SUBSTANTIALLY COMPLIES WITH SAID TENTATIVE MAP AND ALL CONDITIONS PURSUANT THERETO HAVE BEEN MET.

CHAIRMAN, ELKO CITY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_



### VICINITY MAP

(NOT TO SCALE)

### REFERENCES

- THE MAP OF REVERSION BY CEDAR ESTATES, LLC. OF CEDAR ESTATES SUBDIVISION, UNIT NO. 1, LOTS 101-113, 201-214, 315, 402, 403, 501, 502, AND PARCEL A, FILED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 469127, ON APRIL 23, 2001.
- THE BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY FOR CEDAR ESTATES, LLC. & MARIA TARABINI, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 548515, ON FEBRUARY 9, 2006.
- THE PARCEL MAP FOR CEDAR ESTATES, LLC. RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 530117, ON JANUARY 28, 2005.
- THE FINAL MAP OF CEDAR ESTATES SUBDIVISION UNIT NUMBER 1, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 412903, ON AUGUST 27, 1997.
- THE FINAL MAP OF CEDAR ESTATES SUBDIVISION UNIT NUMBER 2, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 691815, ON OCTOBER 30, 2014.

### NOTES

- THIS MAP DIVIDES "REMAINDER PARCEL A" AS SHOWN ON THE FINAL MAP OF CEDAR ESTATES SUBDIVISION UNIT NO. 2 FOR BAILEY & ASSOCIATES, LLC, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 691815, ON OCTOBER 30, 2014.
- IN ADDITION TO THE EXISTING EASEMENTS AND THE EASEMENTS SHOWN, A 5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT WILL BE GRANTED ALONG ALL SIDE AND REAR LOT LINES AND A 7.5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT WILL BE GRANTED ALONG ALL PROPOSED STREET RIGHTS-OF-WAY.
- PER THE CITY OF ELKO, THE PROPOSED SUBDIVISION COMPLIES WITH ALL OTHER RELEVANT SECTIONS OF CITY CODE WITH THE EXCEPTION OF: a. LOTS 4, 5, 13, 14, 21, 22, 23 AND 25 ARE LOCATED ON CURVED PORTIONS OF THE STREETS AND HAVE SHORT FRONT LOT WIDTHS. A MODIFICATION OF STANDARDS IS REQUIRED TO MAKE THESE LOTS CONFORM.
- TOTAL AREAS:  
SUBDIVIDED = 7.31 ACRES  
LOTS = 6.00 ACRES  
RIGHT-OF-WAY = 1.31 ACRES

### NV ENERGY CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO NV ENERGY WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.

SIERRA PACIFIC POWER COMPANY \_\_\_\_\_ DATE \_\_\_\_\_  
D.B.A. NV ENERGY

PRINTED NAME \_\_\_\_\_

### SOUTHWEST GAS CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

SOUTHWEST GAS CORPORATION \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

### UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY EASEMENTS, ARE APPROVED BY THE RESPECTIVE PUBLIC UTILITIES EXECUTED BELOW.

FRONTIER \_\_\_\_\_ DATE \_\_\_\_\_

ZITO MEDIA \_\_\_\_\_ DATE \_\_\_\_\_

### OWNER'S CERTIFICATE

KNOWN OF ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, DOUGLAS W. BAILEY, MANAGER OF BAILEY AND ASSOCIATES, A NEVADA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PARCELS SHOWN ON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND OFFER FOR DEDICATION ALL OF THE EASEMENTS AND RIGHT-OF-WAYS FOR PUBLIC ACCESS, UTILITY AND DRAINAGE PURPOSES AS DESIGNATED HEREON. IN WITNESS I, DOUGLAS W. BAILEY, MANAGER OF BAILEY AND ASSOCIATES LLC., SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

DOUGLAS W. BAILEY  
MANAGER OF BAILEY AND ASSOCIATES LLC.

STATE OF NEVADA)

) S.S.

COUNTY OF ELKO)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, DOUGLAS W. BAILEY, PERSONALLY KNOWN (OR PROVED) TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT WHO ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC IN AND FOR ELKO COUNTY, NEVADA

(MY COMMISSION EXPIRES: \_\_\_\_\_)

### COUNTY ASSESSOR'S CERTIFICATE

I, JANET IRIBARNE, CERTIFY THAT THE ASSESSOR'S PARCEL NUMBERS SHOWN ON THIS PLAT ARE CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF ASSESSOR'S PARCEL NO. 001-926-111

JANET IRIBARNE, ELKO COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

### COUNTY TREASURER'S CERTIFICATE

I, CHERYL PAUL, CERTIFY THAT ALL PROPERTY TAXES ON PARCEL NO. 001-926-111 HAVE BEEN PAID FOR THE FISCAL YEAR \_\_\_\_\_.

CHERYL PAUL, COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

### CITY ENGINEER'S CERTIFICATE

I, \_\_\_\_\_, ENGINEER FOR THE CITY OF ELKO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND IT SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP WITH ALL APPROVED ALTERATIONS AND THAT ALL PROVISIONS OF N.R.S. 278.010 THROUGH 278.630, INCLUSIVE, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT AND THAT THE MONUMENTS AS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED.

ENGINEER FOR THE CITY OF ELKO \_\_\_\_\_ DATE \_\_\_\_\_

FILE No. \_\_\_\_\_  
FILED AT THE REQUEST OF  
SUMMIT ENGINEERING CORP.  
DATE: \_\_\_\_\_, 2021  
TIME: \_\_\_\_\_ M.

D. MIKE SMALES  
ELKO COUNTY RECORDER

October 11, 2021

FINAL MAP  
OF  
CEDAR ESTATES SUBDIVISION  
UNIT NO. 3  
FOR BAILEY & ASSOCIATES, LLC.

SEC 13, T34N, R55E, M.D.B. & M.

ELKO ELKO COUNTY NEVADA

81986 Cedar Estates Unit 3.dwg

1150 LAMOILLE HWY.  
ELKO, NV 89601  
PHONE: (775) 738-8058  
FAX: (775) 738-8267  
elko@summitnv.com

SHEET  
1  
OF  
2

SUMMIT ENGINEERING CORPORATION



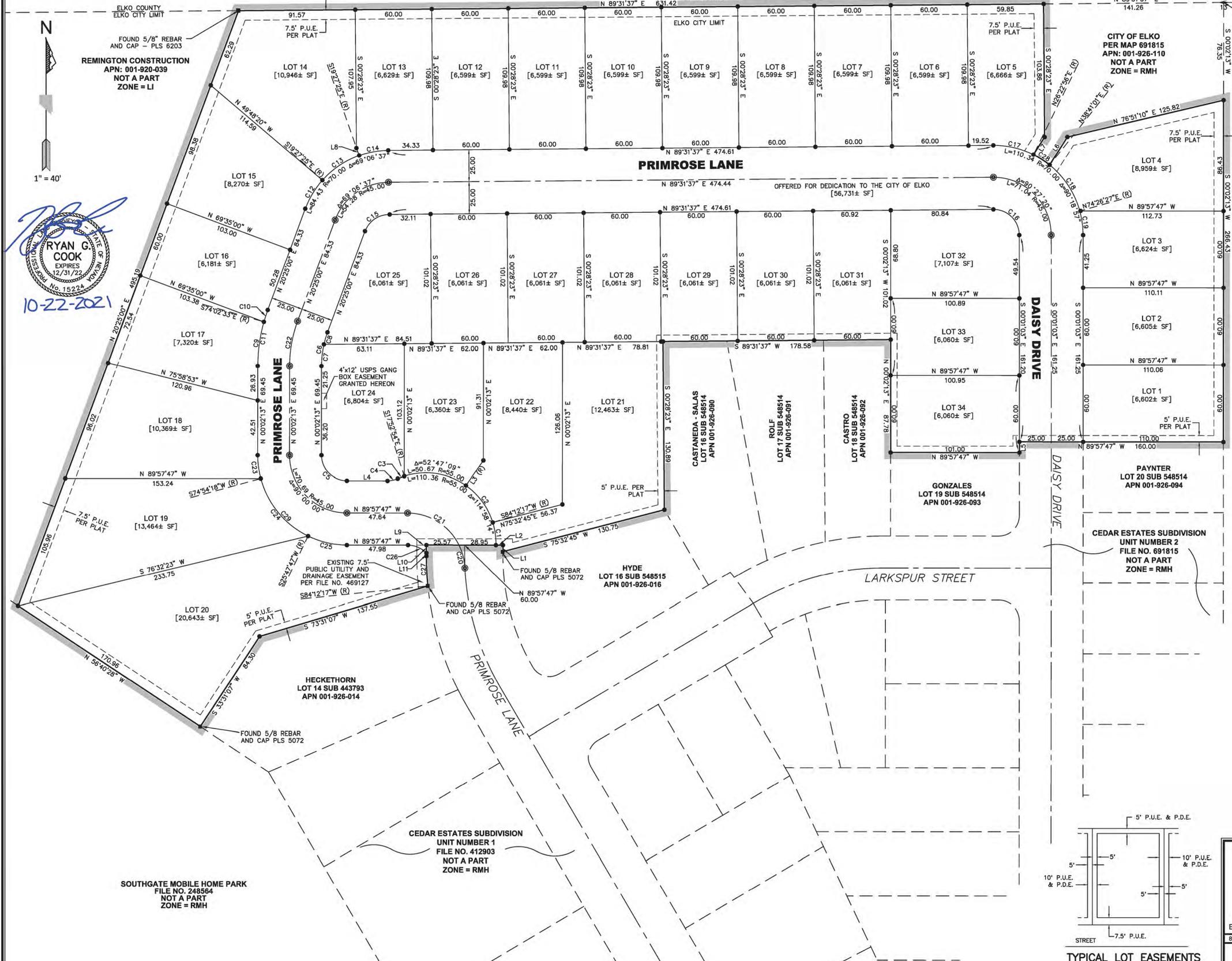
RODRIGUEZ  
LOT 40 MAP 032-000  
APN 032-001-040

RODRIGUEZ  
LOT 41 MAP 032-000  
APN 032-001-041

LAST CHANCE RANCH SUBDIVISION - UNIT NO. 3  
NOT A PART  
ZONE = AGRICULTURAL / RESIDENTIAL

RODRIGUEZ  
LOT 42 MAP 032-000  
APN 032-001-042

RODRIGUEZ  
LOT 43 MAP 032-000  
APN 032-001-043



1/4 CORNER  
SECTIONS 12 AND 13  
FOUND 3 1/2" BRASS CAP  
STATE OF NEVADA, DEPARTMENT  
OF HIGHWAYS, DATED 1949.

HUMBOLDT READY MIX  
FILE NO. 341655  
APN: 001-920-020  
NOT A PART  
ZONE = GI

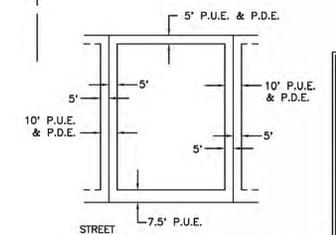
- LEGEND**
- 12  
13
  - QUARTER CORNER AS NOTED
  - FOUND MONUMENT AS DESCRIBED
  - COMPUTED POINT; NOTHING FOUND OR SET
  - 5/8" REBAR & CAP PLS 15224 TO BE SET
  - ⊙ STREET MONUMENT PLS 15224 TO BE SET
  - APN ASSESSOR PARCEL NUMBER
  - SUB SUBDIVISION TRACT MAP
  - PM PARCEL MAP
  - P.U.E. PUBLIC UTILITY EASEMENT
  - P.D.E. PRIVATE DRAINAGE EASEMENT
  - (R) RADIAL BEARING
  - [6000± SF] APPROXIMATE LOT AREA IN SQUARE FEET

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 0°02'13" W	5.06
L2	S 89°57'47" E	5.47
L3	S 34°54'15" W	23.85
L4	S 89°57'47" E	31.86
L5	N 0°02'13" E	8.34
L6	S 32°31'59" W	25.94
L7	N 32°31'59" E	16.30
L8	N 20°35'49" W	9.21
L9	N 89°57'47" W	7.50
L10	S 0°02'13" W	6.12
L11	N 0°02'13" E	2.52

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	18°40'41"	55.00	17.93	17.85
C2	37°47'48"	55.00	36.28	35.63
C3	05°42'37"	55.00	5.48	5.48
C4	23°37'44"	20.00	8.25	8.19
C5	90°00'00"	20.00	31.42	28.28
C6	20°22'47"	75.00	26.68	26.54
C7	12°53'26"	75.00	16.87	16.84
C8	07°29'22"	75.00	9.80	9.80
C9	15°55'14"	125.00	34.73	34.62
C10	04°27'33"	125.00	9.73	9.73
C11	20°22'47"	125.00	44.46	44.23
C12	21°24'45"	70.00	26.16	26.01
C13	28°42'49"	70.00	35.08	34.71
C14	18°59'03"	70.00	23.19	23.08
C15	69°06'37"	20.00	24.12	22.69
C16	89°57'59"	20.00	31.40	28.52
C17	26°59'43"	70.00	32.98	32.68
C18	35°45'24"	70.00	43.69	42.98
C19	15°32'30"	70.00	18.99	18.93
C20	23°43'49"	45.00	18.64	18.50
C21	63°36'44"	45.00	49.96	47.43
C22	20°22'47"	100.00	35.57	35.38
C23	15°07'55"	70.00	18.49	18.43
C24	49°06'31"	70.00	60.00	58.18
C25	25°45'34"	70.00	31.47	31.21
C26	46°04'04"	20.00	16.08	15.65
C27	05°49'56"	230.00	23.41	23.40
C28	12°18'05"	70.00	15.03	15.00
C29	90°00'00"	70.00	109.96	98.99



TYPICAL LOT EASEMENTS  
(NOT TO SCALE)

**FINAL MAP**  
OF  
**CEDAR ESTATES SUBDIVISION**  
UNIT NO. 3  
FOR BAILEY & ASSOCIATES, LLC.

SEC 13, T34N, R55E, M.D.B. & M.  
ELKO ELKO COUNTY NEVADA

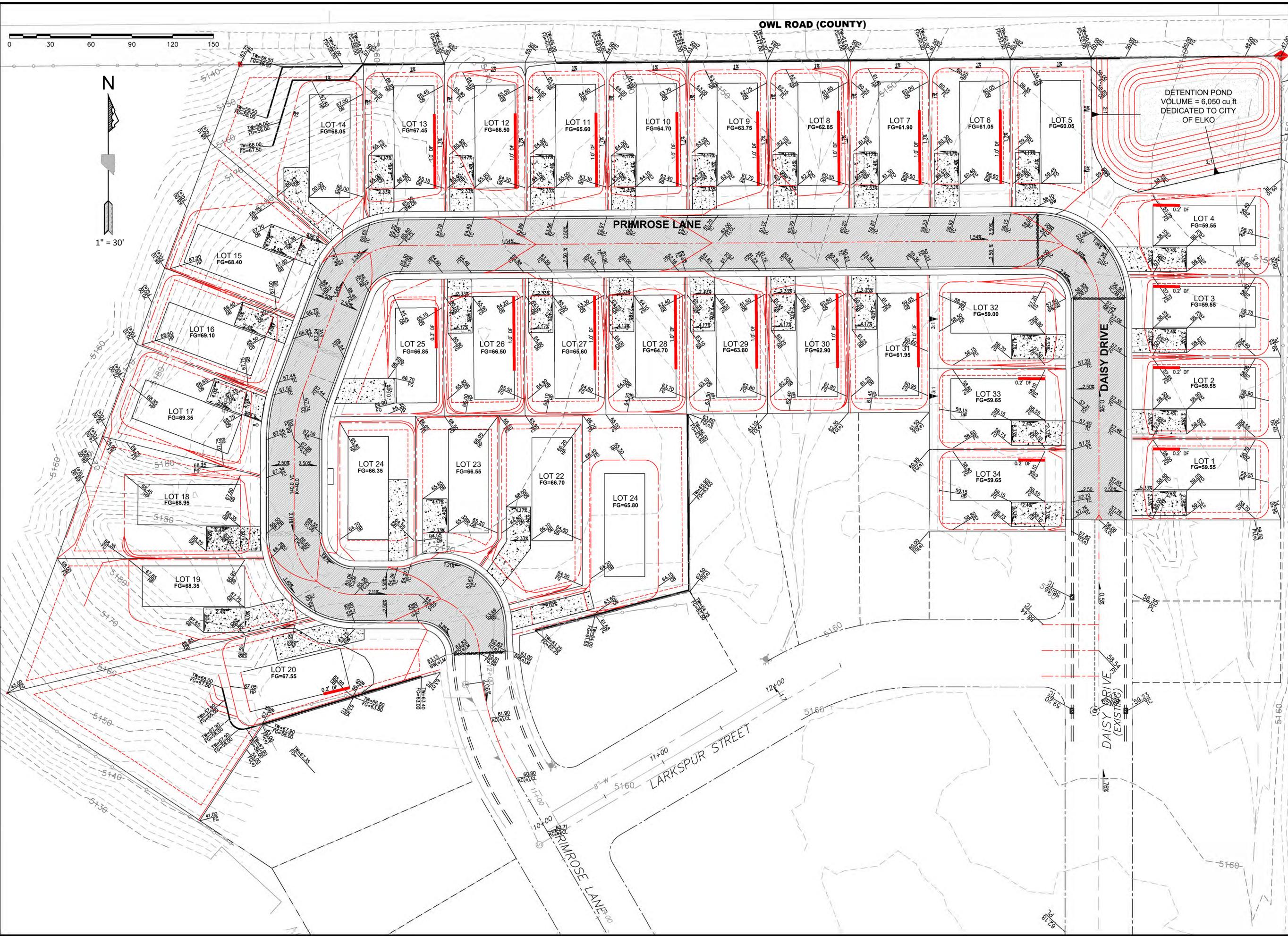
81966\_cedar\_estates\_unit\_3.dwg

1160 LAMOILLE HWY.  
ELKO, NV. 89801  
PHONE: (775) 738-8058  
FAX: (775) 738-8067  
elko@summitrv.com

**SUMMIT** ENGINEERING CORPORATION

October 22, 2021

SHEET 2  
OF 2



1" = 30'

OWL ROAD (COUNTY)

PRIMROSE LANE

LARKSPUR STREET

DAISY DRIVE

DAISY DRIVE (EXISTING)

DETENTION POND  
VOLUME = 6,050 cu ft  
DEDICATED TO CITY  
OF ELKO



REV.	DATE	DESCRIPTION	BY	APP'D
1	5-28-21	CITY COMMENTS REVISIONS	NIB	NIB

CIVIL IMPROVEMENTS PLANS FOR  
CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3  
GRADING PLAN

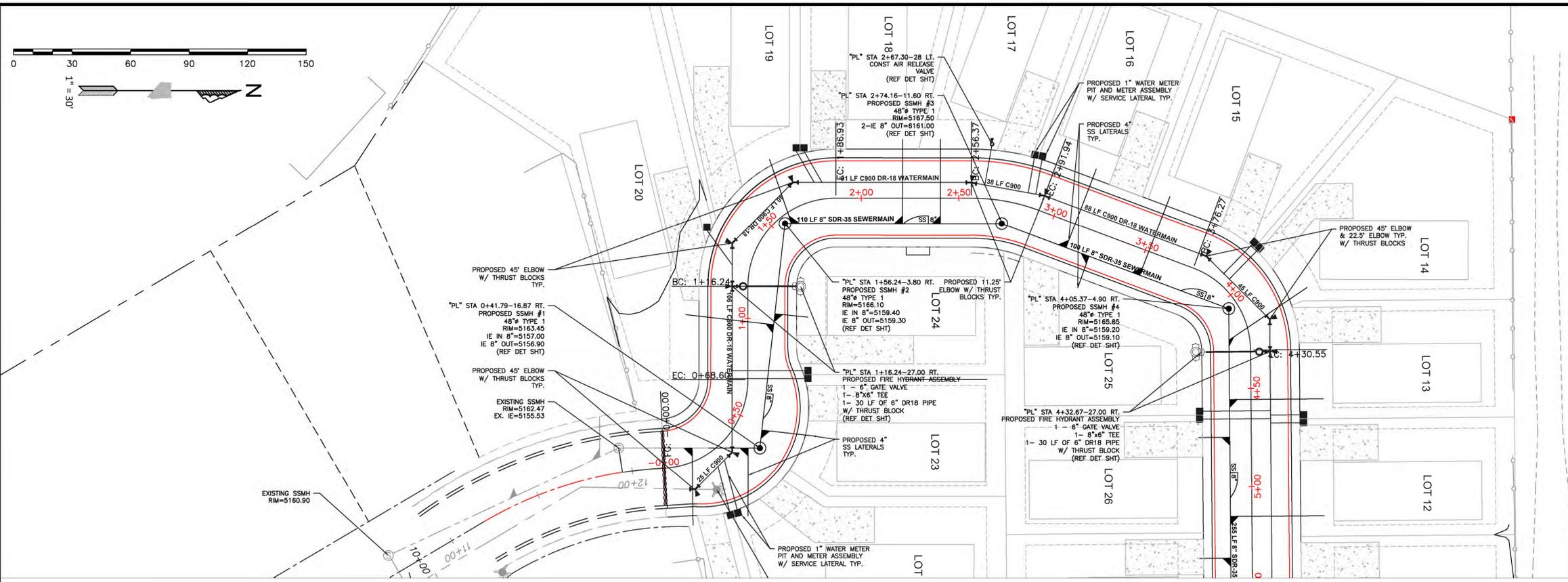
DESIGNED BY: CIVIL  
CHECKED BY: NIB  
SCALE  
HORIZ: 1"=40'  
VERT: NONE  
JOB NO: 81966



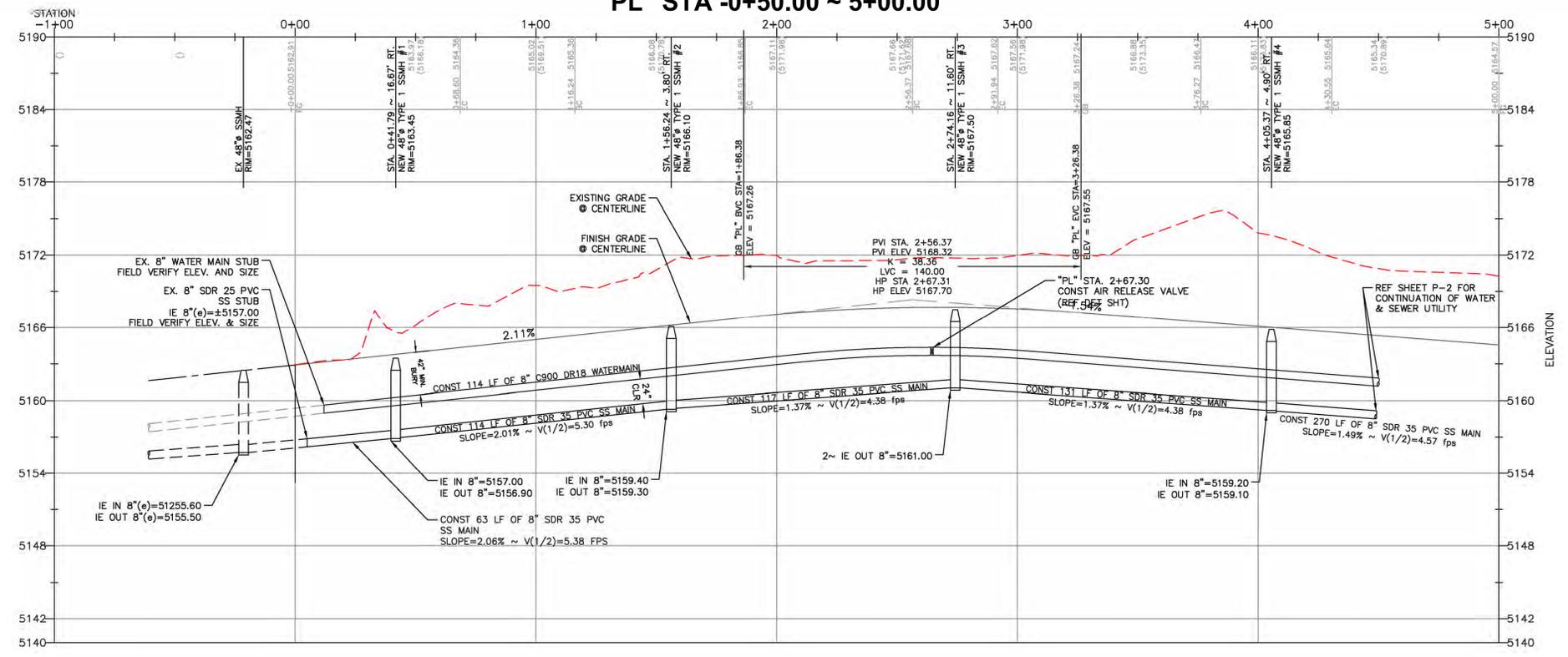
SHEET G-1 OF 13

ELKO NEVADA  
ELKO COUNTY  
CEDAR CREEK ESTATES NITIN.dwg  
May 19, 2021





**PRIMROSE LANE PROFILE**  
**"PL" STA -0+50.00 ~ 5+00.00**



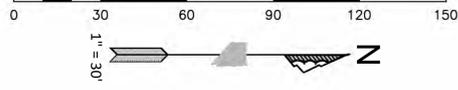
REV.	DATE	DESCRIPTION	BY	APP'D
1	5-28-21	CITY COMMENTS REVISIONS	NIB	NIB

**CIVIL IMPROVEMENT PLANS FOR**  
**CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3**  
**PLAN & PROFILE ~ PRIMROSE LANE**  
 ELKO NEVADA  
 ELKO COUNTY

DESIGNED BY: CIVIL  
 CHECKED BY: NIB  
 SCALE  
 HORIZ: 1"=40'  
 VERT: NONE  
 JOB NO: 81966



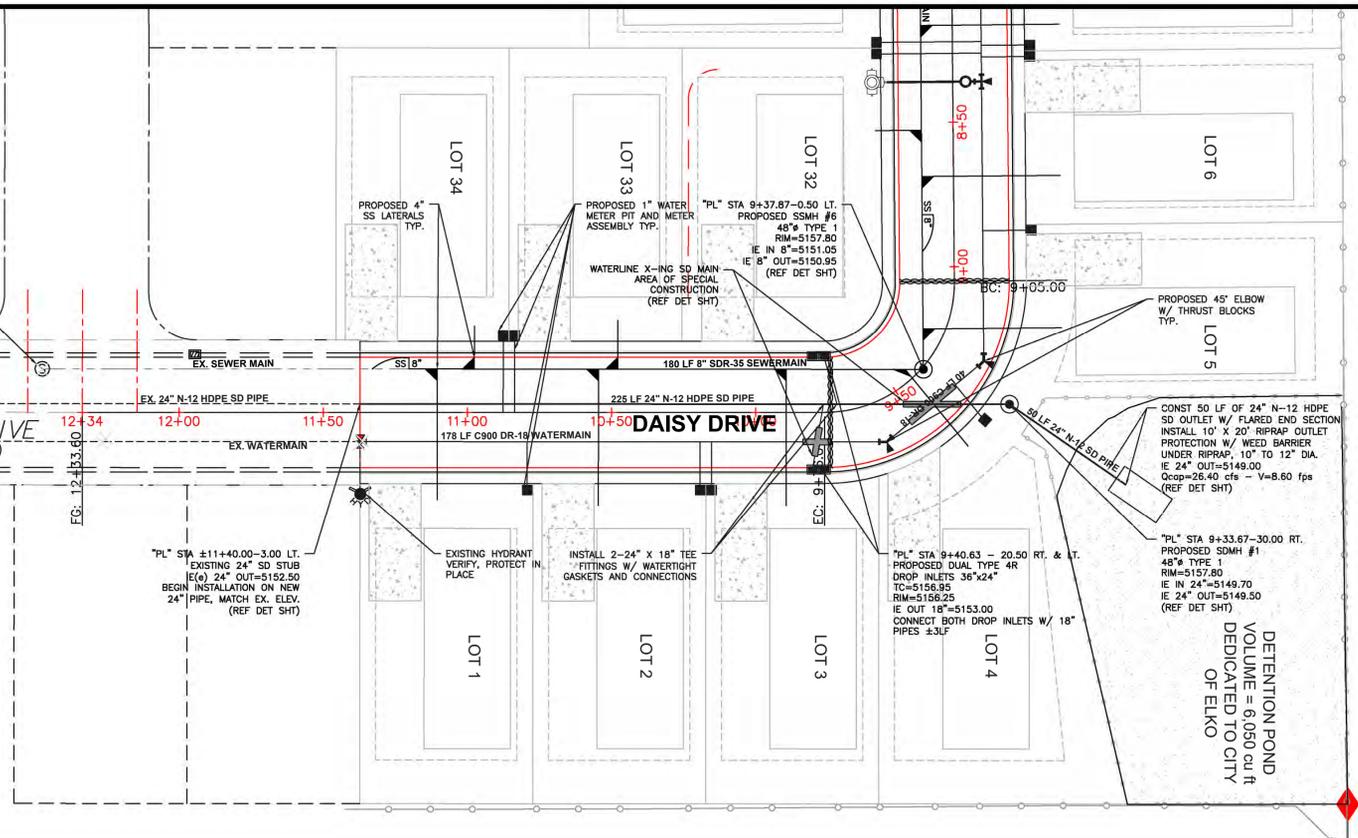




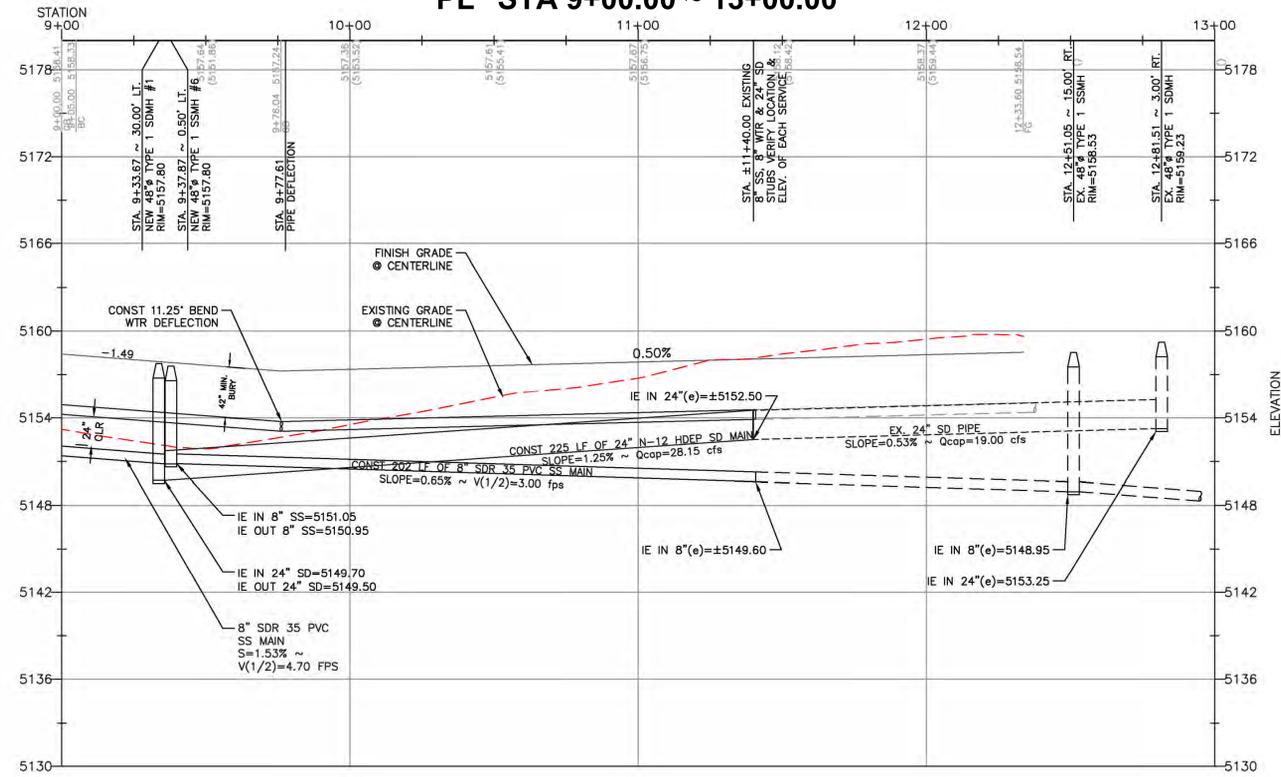
EXISTING SSMH  
RIM=5158.53  
IE IN=5148.94

EXISTING SDMH  
RIM=5159.23  
IE 24"=5153.25

DAISY DRIVE  
(EXISTING)



**DAISY DRIVE PROFILE**  
**"PL" STA 9+00.00 ~ 13+00.00**



REV.	DATE	DESCRIPTION
1	5-28-21	CITY COMMENTS REVISIONS

CIVIL IMPROVEMENT PLANS FOR  
CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3  
PLAN & PROFILE ~ DAISY DRIVE

ELKO COUNTY NEVADA

DESIGNED BY: CIVIL  
CHECKED BY: NIB

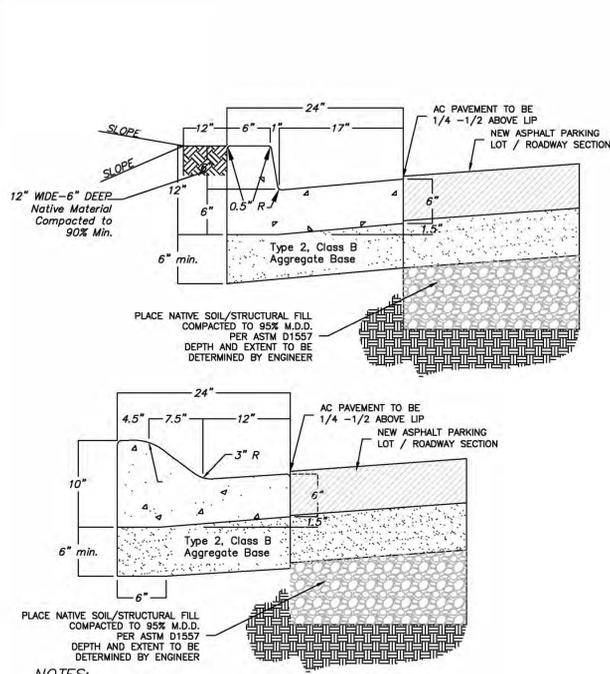
SCALE  
HORIZ: 1"=40'  
VERT: NONE

JOB NO: 81966

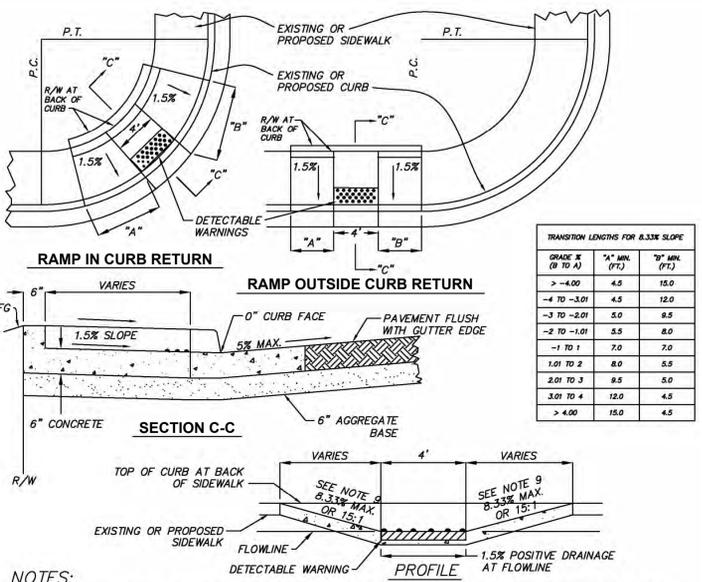








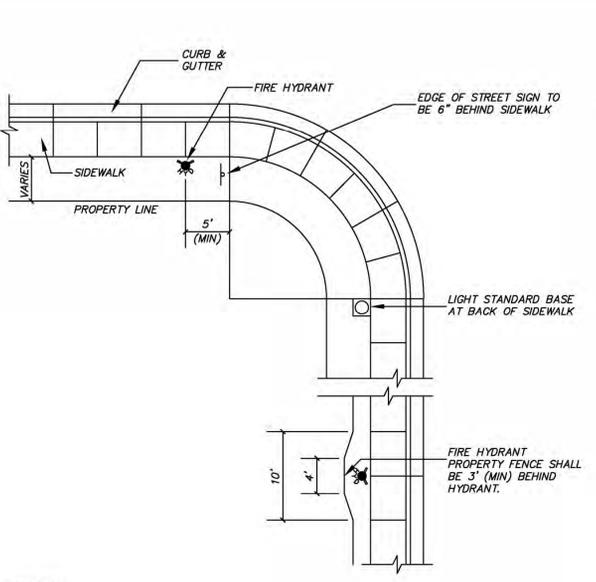
- NOTES:**
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - ALL CONCRETE CURB AND GUTTER SHALL HAVE 1/4\"/>



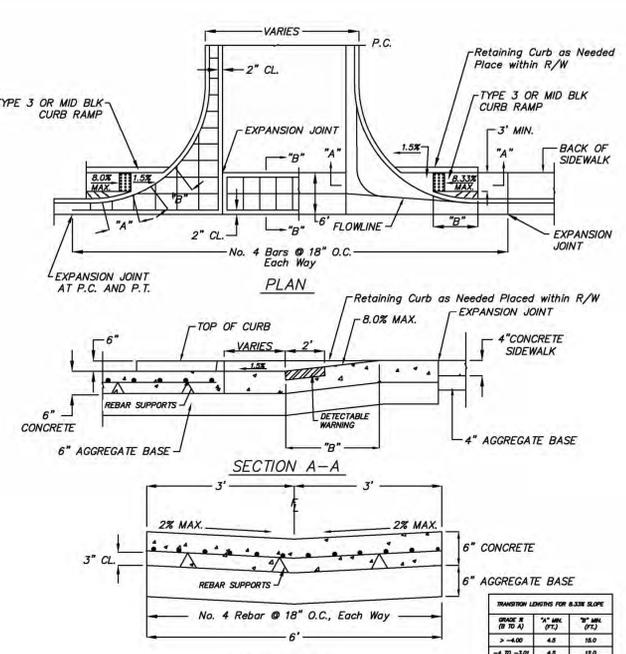
**TRANSITION LENGTHS FOR 8.33% SLOPE**

GRADE # (R TO A)	1/4\"/>	
> -4.00	4.5	15.0
-4.70 -3.01	4.5	12.0
-3.70 -2.01	5.0	8.5
-2.70 -1.01	5.5	8.0
-1.70 1.0	7.0	7.0
1.01 TO 2.0	8.0	5.5
2.01 TO 3.0	8.5	5.0
3.01 TO 4.0	12.0	4.5
> 4.00	15.0	4.5

- NOTES:**
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - CURB RAMP WITHIN CURB RETURN SHALL BE LOCATED AT THE MIDPOINT OF CURB RETURN.
  - RAMPS SHALL BE CONSTRUCTED WITH A ROUGH BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
  - WHEN CONSTRUCTING A RAMP WHERE CURB & GUTTER EXIST, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB & GUTTER. LOCATION OF CURB RAMP SHALL BE APPROVED BY THE CITY OF ELKO PRIOR TO INSTALLATION.
  - DETECTABLE WARNINGS SHALL BE YELLOW AND CONSIST OF RAISED TRUNCATED DOMES AND PLACED AT THE BOTTOM PORTION OF THE RAMP.
  - CROSS SLOPE OF SIDEWALK AND RAMP SURFACES SHALL NOT EXCEED 2%.
  - CURB RAMPS & DETECTABLE WARNINGS SHALL MEET THE REQUIREMENTS OF 28 CFR PART 36, ADA STANDARDS FOR ACCESSIBLE DESIGN.
  - PER THE PROWAG, SECTION 304.3.2, THE RUNNING SLOPE OF A CURB RAMP SHALL BE 8.33% MAXIMUM, BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FEET. ON STEEP STREETS OR INTERSECTIONS THE TRANSITION TO FULL HEIGHT CURB MAY HAPPEN IN THE FIRST 15' MINIMUM AND THE RESULTING SLOPE OF THE RAMP IS ALLOWED TO EXCEED 8.33%.



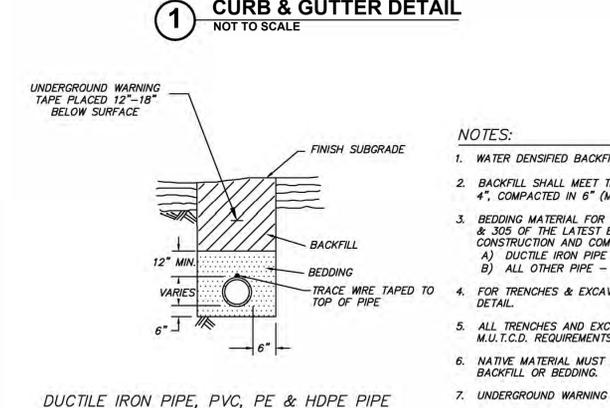
- NOTES:**
- WHERE CONDITIONS DIFFER FROM THOSE SHOWN, UTILITIES MAY BE LOCATED WITHIN THE SIDEWALK SECTION WITH THE APPROVAL OF THE GOVERNING AGENCY.
  - WHEN FIRE HYDRANTS AND LIGHT STANDARDS ARE IN THE SAME VICINITY, THEY SHALL BE SEPARATED BY AT LEAST 5 FEET.
  - WHEN STOP SIGN IS LOCATED AT P.C., STREET SIGNS SHALL BE MOUNTED ON SAME POLE.
  - STREET SIGNS AT MID-RETURN SHALL BE LOCATED ADJACENT TO A PEDESTRIAN CURB RAMP, IF APPLICABLE.
  - WHERE CURB AND GUTTER DO NOT EXIST, EDGE OF STOP SIGN SHALL BE PLACED AT THE BEGINNING OF THE CURVE, 6 FEET FROM THE EDGE OF PAVEMENT.



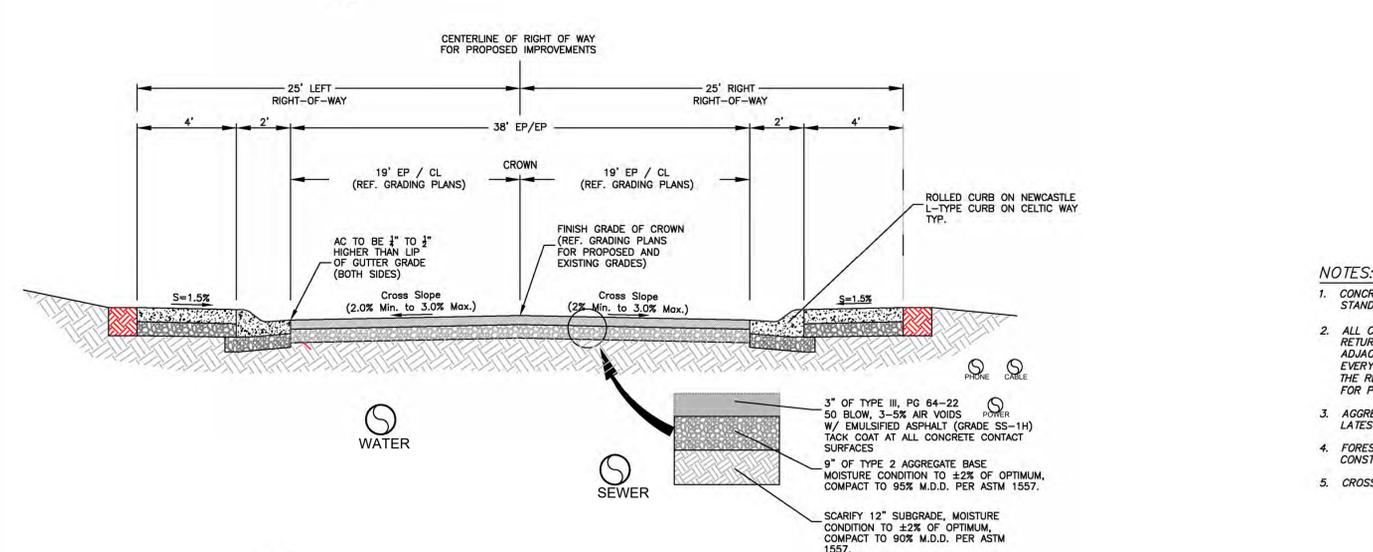
**TRANSITION LENGTHS FOR 8.33% SLOPE**

GRADE # (R TO A)	1/4\"/>	
> -4.00	4.5	15.0
-4.70 -3.01	4.5	12.0
-3.70 -2.01	5.0	8.5
-2.70 -1.01	5.5	8.0
-1.70 1.0	7.0	7.0
1.01 TO 2.0	8.0	5.5
2.01 TO 3.0	8.5	5.0
3.01 TO 4.0	12.0	4.5
> 4.00	15.0	4.5

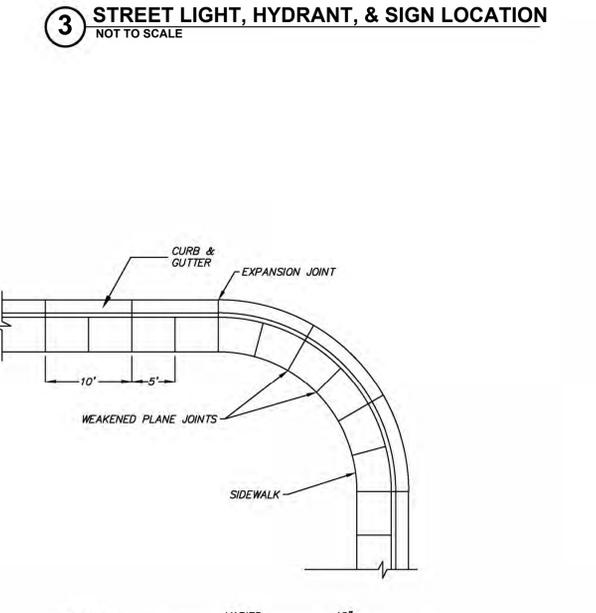
- NOTES:**
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 326 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - PLANTMIX BITUMINOUS SURFACE SHALL BE 1/4\"/>



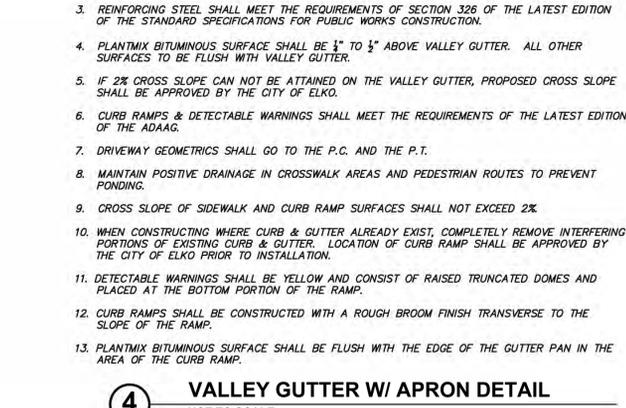
- NOTES:**
- WATER DENSIFIED BACKFILL AND TUNNELING SHALL NOT BE ALLOWED.
  - BACKFILL SHALL MEET THE REQUIREMENTS FOR CLASS "E" BACKFILL WITH NO ROCKS SIZED OVER 4", COMPACTED IN 6" (MAX.) LIFTS TO 90% (MIN.) RELATIVE COMPACTION.
  - BEDDING MATERIAL FOR THE FOLLOWING PIPE SHALL MEET THE REQUIREMENTS OF SECTION 200 & 305 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION.
    - A) DUCTILE IRON PIPE - CLASS "C"
    - B) ALL OTHER PIPE - CLASS "A"
  - FOR TRENCHES & EXCAVATIONS LOCATED WITHIN ROADWAY SECTION, SEE PAVEMENT PATCH DETAIL.
  - ALL TRENCHES AND EXCAVATIONS SHALL CONFORM TO THE LATEST EDITION OF O.S.H.A. AND M.U.T.C.D. REQUIREMENTS.
  - NATIVE MATERIAL MUST BE APPROVED BY THE CITY OF ELKO ENGINEER PRIOR TO USING AS BACKFILL OR BEDDING.
  - UNDERGROUND WARNING TAPE SHALL BE METALLIC AND APPROPRIATLY LABELED AND COLORED.



- NOTES:**
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - ALL CONCRETE SIDEWALK SHALL HAVE 1/4\"/>



- NOTES:**
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - ALL CONCRETE SIDEWALK SHALL HAVE 1/4\"/>



- NOTES:**
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - ALL CONCRETE SIDEWALK SHALL HAVE 1/4\"/>

**SUMMIT ENGINEERING CORPORATION**  
 1150 LAMOILLE HIGHWAY ELKO, NV 89801  
 PHONE: (775) 738-8058 FAX: (775) 747-8559

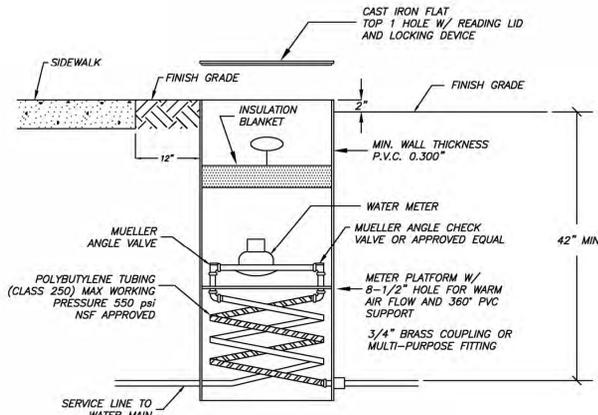
REV.	DATE	DESCRIPTION	BY	APP'D

**CIVIL IMPROVEMENTS PLANS FOR CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3**  
 DETAIL SHEET 1  
 ELKO COUNTY NEVADA

DESIGNED BY: C 3D  
 CHECKED BY: NIB  
 SCALE  
 HORIZ: 1"=40'  
 VERT: NONE  
 JOB NO: 81966

**REGISTERED PROFESSIONAL ENGINEER**  
 NITIN I. BHAKTA  
 Exp. 12-31-22  
 CIVIL  
 License No. 15494

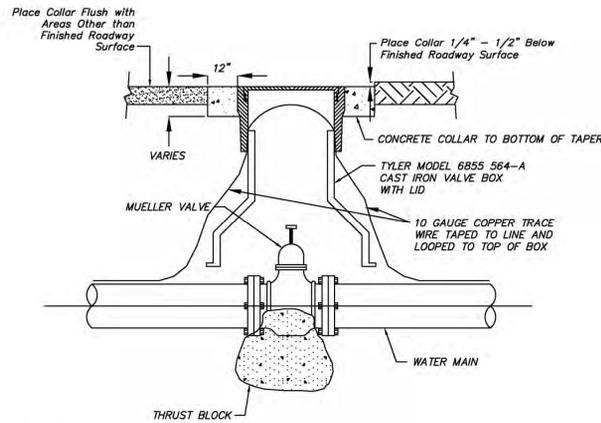
SHEET D-1 OF 13



**NOTES:**

- 4" WATER METER BOX SHALL BE MUELLER / McCULLOUGH THERMA-COIL METER BOX.
- NO MORE THAN ONE EXTENSION ALLOWED.
- LOCATE WATER METER 1 FT. BEHIND BACK OF SIDEWALK.

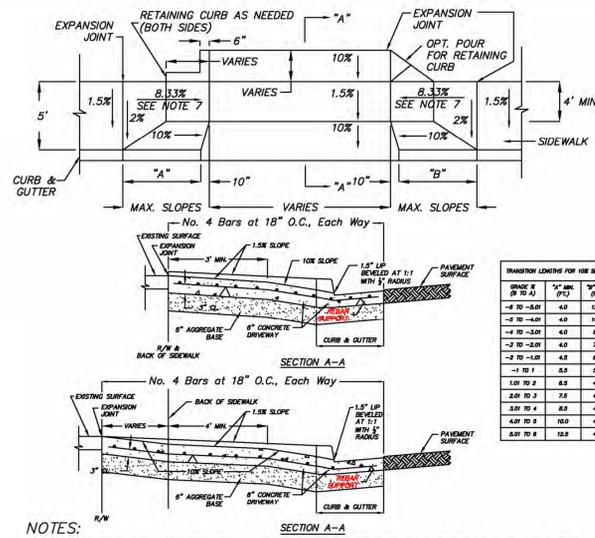
**1 3/4" TO 1" WATER METER**  
NOT TO SCALE



**NOTES:**

- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, UNLESS OTHERWISE SPECIFIED.
- VALVE COLLAR SHALL BE SET 1/4" TO 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE. VALVE COLLARS IN ALL OTHER AREAS SHALL BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE SPECIFIED.
- CONCRETE COLLAR REQUIRED WHEN VALVE IS NOT LOCATED IN CONCRETE OR BITUMINOUS SURFACE.

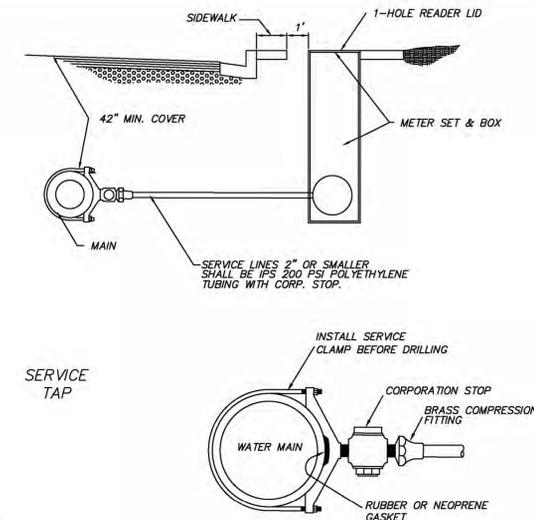
**2 TYP. VALVE DETAIL**  
NOT TO SCALE



**NOTES:**

- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- CONCRETE DRIVEWAY CAN BE POURED MONOLITHICALLY WITH CURB & GUTTER.
- FOR COMMERCIAL CONCRETE DRIVEWAYS, USE NO. 4 REINFORCING STEEL AT 18" O.C., EACH WAY. RESIDENTIAL CONCRETE DRIVEWAYS DO NOT REQUIRE REINFORCING STEEL. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 326 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- CROSS SLOPE OF SIDEWALK AND 3 FEET MIN. AREA OF DRIVEWAY SHALL NOT EXCEED 2%.
- REMOVAL OF EXISTING IMPROVEMENTS SHALL MEET THE REQUIREMENTS OF SECTION 301 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- PER THE PROWAG, SECTION 304.3.2, THE RUNNING SLOPE OF A CURB RAMP SHALL BE 8.33% MAXIMUM, BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FEET. ON STEEP STREETS OR INTERSECTIONS THE TRANSITION TO FULL HEIGHT CURB MAY HAPPEN IN THE FIRST 15' MINIMUM AND THE RESULTING SLOPE OF THE RAMP IS ALLOWED TO EXCEED 8.33%.

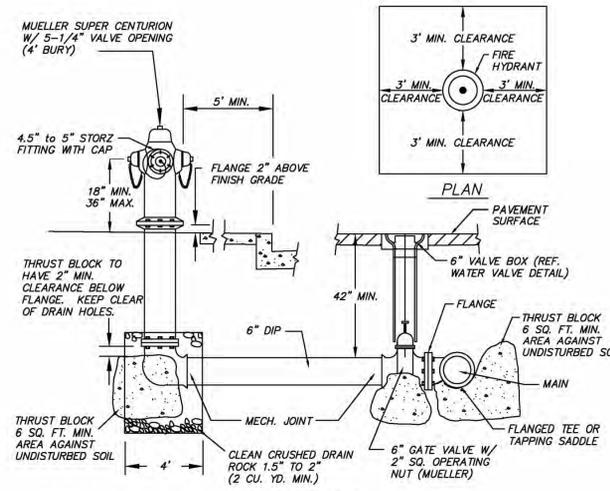
**3 PCC DRIVEWAY DETAIL**  
NOT TO SCALE



**NOTES:**

- CORPORATION STOP, CURB STOP, (GATE VALVE 4" OR LARGER) AND SERVICE LINE TO BE SAME SIZE.
- SERVICE CLAMPS SHALL BE DOUBLE STRAP FOR ALL SERVICE TAP SIZES, EXCEPT WHERE SIZE OF TAP EXCEEDS MANUFACTURER'S RECOMMENDED LIMIT FOR SIZE OF MAIN.
- TAPS SHALL BE STAGGERED AND PLACED A MINIMUM OF 12" APART FOR DUCTILE IRON PIPE. TAPS SHALL BE STAGGERED AND PLACED A MINIMUM OF 18" APART FOR CS90. NO TAPS SHALL BE CLOSER THAN 2 FEET FROM THE ENDS OF PIPE.
- ALL JOINT FITTINGS SHALL BE OF BRASS COMPRESSION TYPE.

**4 WATER SERVICE CONNECTION**  
NOT TO SCALE



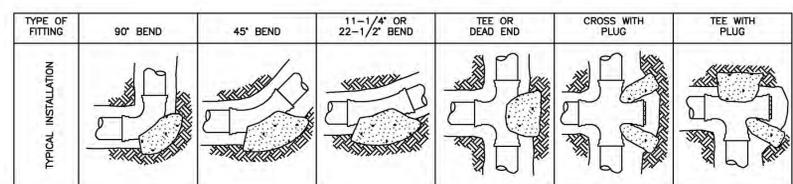
**NOTES:**

- HYDRANTS SHALL BE ENAMELED RED.
- ALL HYDRANTS SHALL HAVE (2) 2.5" PUMPER OUTLETS (MALE THREAD WITH CAP & CHAIN) AND (1) 4.5" STEAMER PUMPER OUTLET WITH 4.5" - 5" STORZ MALE CONNECT WITH CAP & CHAIN. ALL THREADS SHALL BE SPECIFIED FOR AMERICAN NATIONAL HOSE COUPLING.
- OPERATING NUT SHALL BE 1.5" PENTAGON.
- INSPECTION BY A CITY OF ELKO FIRE OR PUBLIC WORKS REPRESENTATIVE IS REQUIRED PRIOR TO BACKFILLING.
- FOR FINAL ACCEPTANCE, A FLOW, FLUSH, & HYDROSTATIC TEST SHALL BE WITNESSED BY CITY OF ELKO FIRE DEPT./UTILITY DIRECTOR OR PUBLIC WORKS REPRESENTATIVE, PER FORM 13-97, "MATERIALS & TEST CERTIFICATE FOR UNDERGROUND PIPING".
- ALL HYDRANT SHALL INCLUDE APPROVED TRAFFIC PROTECTION, 3' MINIMUM CLEARANCES, AND POSITIVE DRAINAGE AWAY FROM THE HYDRANT.

**5 FIRE HYDRANT DETAIL**  
NOT TO SCALE

THRUST BLOCK BEARING AREA (SQ. FT.)

TYPE OF FITTING	90° BEND	45° BEND	11-1/4" OR 22-1/2" BEND	TEE OR DEAD END	TEE WITH PLUG	CROSS WITH PLUG
4"	2	1	1	2	2	2
6"	4	4	2	4	4	4
8"	7	4	2	5	7	7
10"	12	6	3	8	12	12
12"	16	10	5	12	16	16
14"	20	12	6	14	20	20
16"	27	15	8	18	27	27
18"	45	25	13	32	45	45
24"	65	35	18	46	65	65

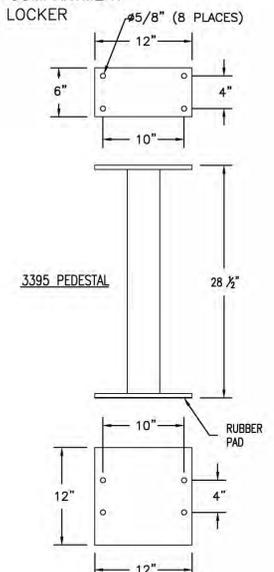


**NOTES:**

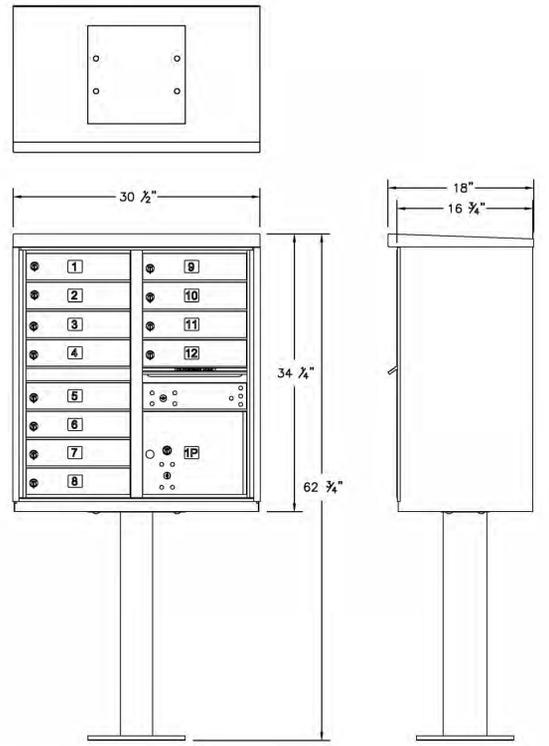
- THRUST BLOCKS TO BE CONSTRUCTED OF CLASS "C" CONCRETE.
- AREAS GIVEN ARE FOR CLASS 150 PIPE AT TEST PRESSURES OF 150 P.S.I., WITH 2000 P.S.F. BEARING CAPACITY. INSTALLATIONS USING DIFFERENT PIPE, TEST PRESSURES, AND/OR SOIL TYPES SHOULD ADJUST AREAS ACCORDINGLY, SUBJECT TO APPROVAL OF THE ENGINEER.
- THRUST BLOCKS TO BE POURED AGAINST UNDISTURBED SOIL. IF SOIL IS DISTURBED IT SHOULD BE RECOMPACTED TO 90% COMPACTION PER ASTM D1557.
- JOINTS AND FACE OF PLUGS TO BE KEPT CLEAR OF CONCRETE.

**6 THRUST BLOCK DETAIL**  
NOT TO SCALE

**SALSBUARY**  
(12) MAILBOXES  
(1) OUTGOING MAIL COMPARTMENT  
(1) PARCEL LOCKER  
Fax: (800) 624-5299



CLUSTER BOX UNITS  
3300 SERIES "F" CBUs  
AVAILABLE FOR USPS ACCESS OR PRIVATE ACCESS

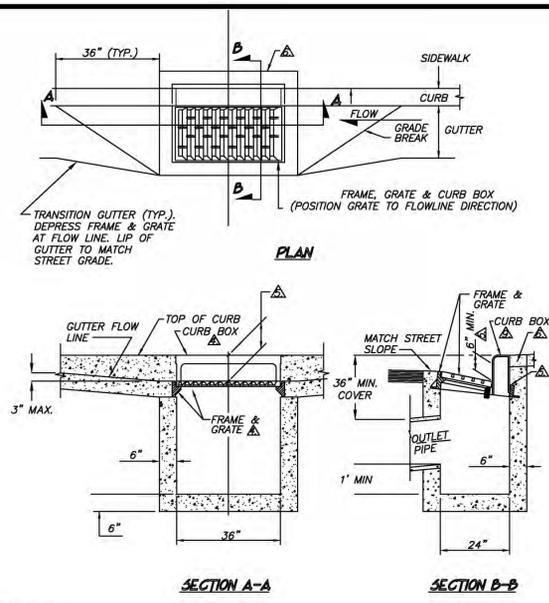


**7 MAIL GANG BOX DETAIL**  
NOT TO SCALE

REV.	DATE	DESCRIPTION	BY	APP'D

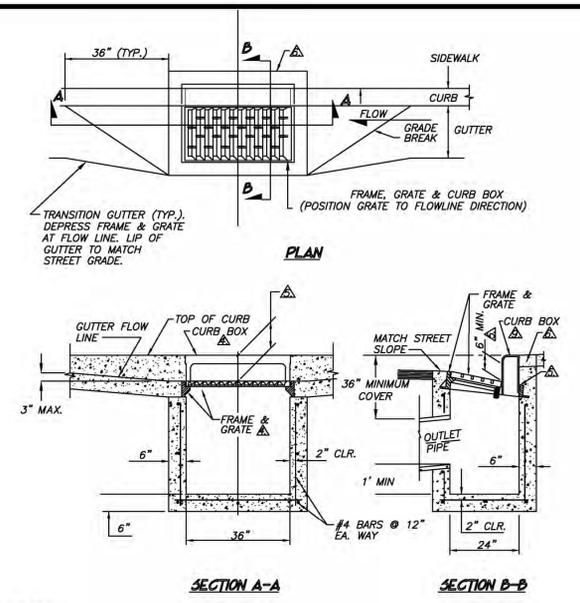
DESIGNED BY: C 3D  
CHECKED BY: NIB  
SCALE  
HORIZ: 1"=40'  
VERT: NONE  
JOB NO: 81966

Professional Engineer  
**NITIN I. BHAKTA**  
Exp. 12-31-22  
CIVIL  
No. 5494  
10-25-21



NOTES:  
1. FOR ADDITIONAL NOTES, SEE DETAIL SHEET "TYPE 4R DROP INLET - NOTES".

**1 TYPE 4R DROP INLET**  
PRE-CAST - NOT TO SCALE

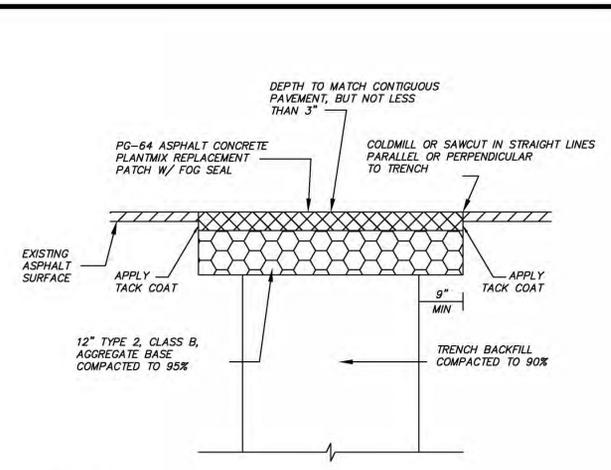


NOTES:  
1. FOR ADDITIONAL NOTES, SEE DETAIL SHEET "TYPE 4R DROP INLET - NOTES".

**2 TYPE 4R DROP INLET**  
CAST IN PLACE - NOT TO SCALE

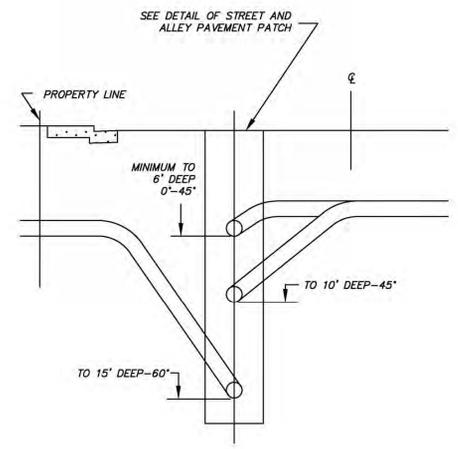
NOTES:  
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.  
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302, 304 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. USE STRUCTURAL BACKFILL FOR BASE BENEATH DROP INLET FLOOR AND BACKFILLING OF DROP INLET AND SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95%.  
3. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 326 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. REINFORCING STEEL TO HAVE A MINIMUM OF 2 INCH CLEARANCES.  
4. FRAME SHALL BE NEENAH R-3294, R-3295 OR R-3067 SINGLE CURB UNIT WITH A TYPE L "VANE GRATE" FOR SINGLE FLOW AND CURB BOX, SOUTH BAY FOUNDRY VANE GRATE SBF 1947 OR APPROVED EQUAL, INSTALLED WITH PROPER FLOW DIRECTION OR A TYPE "DL" GRATE FOR DUAL FLOW.  
5. TILT FRAME & GRATE AS REQUIRED TO ATTAIN 6" MIN. FLOW OPENING & INSTALL DURABLE SHIMS BETWEEN THE CURB BOX & FRAME AS REQUIRED TO MATCH CURB BOX TO TOP OF CURB AND FACE OF CURB.  
6. IF NO SIDEWALK IS PRESENT, POUR 6" CONCRETE CURB STRUCTURE BEHIND GRATE AND TIE BEAM INTO BOX.  
7. DROP INLET MAY BE A CAST-IN-PLACE CONCRETE UNIT WITH PRIOR APPROVAL FROM THE CITY OF ELKO.  
8. DROP INLET SHALL BE TRAFFIC-RATED & LOCATED AT THE LOW POINTS OR PER APPROVED PLANS.  
9. A DECAL, SUPPLIED BY THE CITY OF ELKO, SHALL BE APPLIED TO THE TOP OF THE CURB ADJACENT TO THE DROP INLET WHICH READS "NO DUMPING! DRAINS TO RIVER".  
10. INFLOW PIPE INVERT ELEVATION SHALL BE 6 0.1 FEET ABOVE OUTFLOW PIPE INVERT ELEVATION.  
11. FRAMES AND GRATES SHALL BE MATCHED TO ACHIEVE A CLOSE TOLERANCE FIT, WITH MINIMAL GAPS, AS APPROVED BY THE CITY OF ELKO.  
12. STORM DRAIN PIPE ENTERING OR EXITING DROP INLET SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE) OR REINFORCED CONCRETE PIPE (RCP). USE OF ANY OTHER PIPE WILL REQUIRE PRE-APPROVAL FROM THE CITY OF ELKO. PIPE'S MINIMUM AND MAXIMUM COVER SHALL BE AS PER MANUFACTURER'S RECOMMENDATION.

**3 TYPE 4R DROP INLET GEN. NOTES**



NOTES:  
1. IF COLDMILL OR SAWCUT IS WITHIN 24" OF EDGE OF PLANTMIX PAVING, REMOVE EXISTING PAVEMENT TO THAT EDGE AND REPLACE ENTIRE SECTION.  
2. USE PG-64 ASPHALT CEMENT IN ALL LIFTS OF TYPE 3 PLANTMIX BITUMINOUS SURFACES.  
3. APPLY A SEAL COAT USING SS-1 EMULSIFIED ASPHALT (MIXED WITH AN EQUAL AMOUNT OF WATER). APPLY AT A RATE OF 0.10 GPSY AND APPLY SAND BLOTTER AS NECESSARY.  
4. FOR MULTIPLE PLANTMIX BITUMINOUS COURSES, TACK COAT SHALL BE APPLIED BETWEEN EACH PLANTMIX BITUMINOUS COURSE.

**4 PAVEMENT PATCH DETAIL**  
NOT TO SCALE

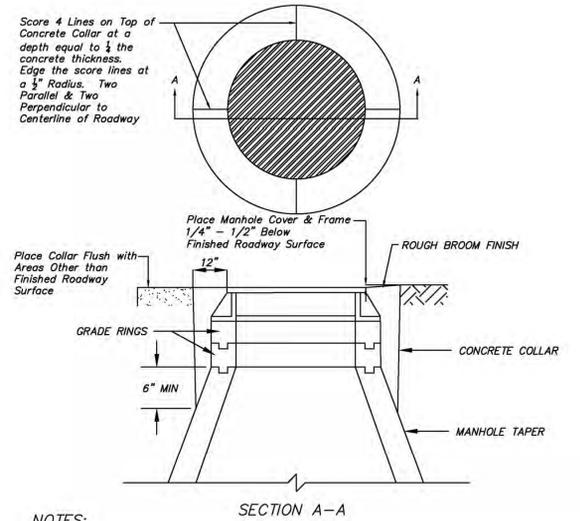


**5 SEWER LATERAL CONNECTION ANGLE**  
NOT TO SCALE

**MANHOLES - GENERAL NOTES:**

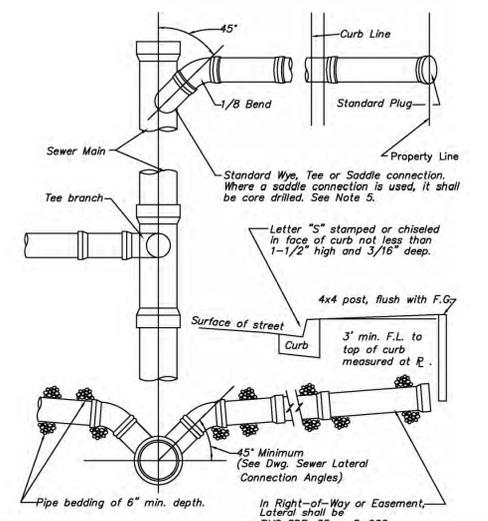
- ALL MANHOLES SHALL MEET THE REQUIREMENTS OF SECTION 204 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- MANHOLE COVERS SHALL BE IDENTIFIED AS STORM DRAIN, WATER OR SEWER CLEARLY DISPLAYED ON THE COVER.
- ALL TRENCHES AND EXCAVATIONS SHALL CONFORM WITH THE LATEST EDITION OF THE O.S.H.A. REQUIREMENTS.
- PRECAST MANHOLE SECTIONS, OTHER THAN GRADE RINGS, SHALL BE JOINED WITH FLEXIBLE PLASTIC GASKET MATERIAL SUCH AS "RAM-NEK" OR EQUAL AS PER MANUFACTURER'S RECOMMENDATIONS.
- TYPE & SIZE OF MANHOLE TO BE CONSTRUCTED IN A PARTICULAR LOCATION SHALL BE DETERMINED BY THE PIPE SIZE, ALIGNMENT AND GRADE AS FOLLOWS:  
TYPE 1 & 2  
48" SIZE  
A. ALL CASES FOR PIPE 18" AND SMALLER.  
B. 24" AND SMALLER PIPE ON TANGENT LINE & GRADE.  
60" SIZE  
A. 27" THROUGH 36" PIPE ON TANGENT LINE AND GRADE.  
B. 21" THROUGH 27" PIPE AT ANGLE POINTS AND CHANGES IN GRADE OR PIPE SIZE.
- EXCAVATABLE SLURRY BACKFILL MAY BE USED AS STRUCTURAL BACKFILL FOR MANHOLES AND MUST MEET THE REQUIREMENTS OF SECTIONS 305.16 & 337.08 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- THE TOTAL HEIGHT OF MANHOLE GRADE RINGS SHALL NOT EXCEED 12 INCHES.

**6 MANHOLE GENERAL NOTES**  
NOT TO SCALE



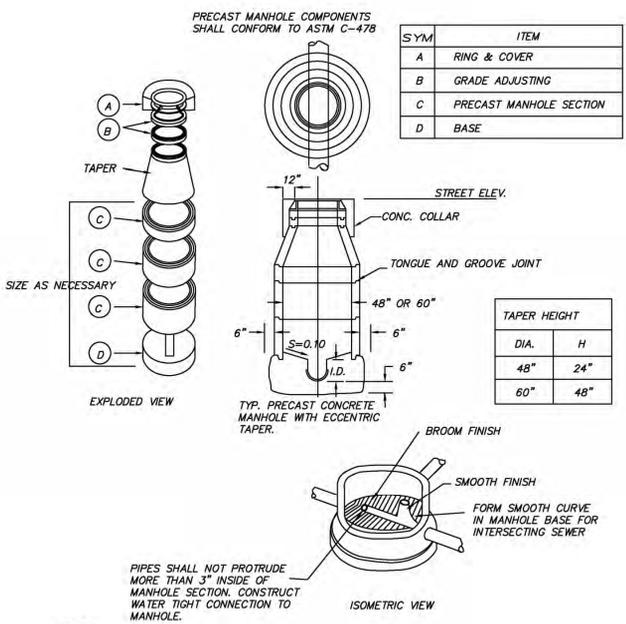
NOTES:  
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.  
2. MANHOLE COVER & FRAME SHALL BE SET 1/4" TO 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE. MANHOLE COLLARS IN ALL OTHER AREAS SHALL BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE SPECIFIED.  
3. CONCRETE COLLAR IS REQUIRED WHEN MANHOLE IS NOT LOCATED IN CONCRETE OR BITUMINOUS SURFACE.  
4. REFER TO DETAIL SHEET (MANHOLE - GENERAL NOTES) FOR ADDITIONAL INFORMATION.

**7 MANHOLE COLLAR DETAIL**  
NOT TO SCALE



NOTES:  
1. IN NO CASE SHALL A LATERAL CONNECT TO THE SEWER MAIN DIRECTLY ON TOP OR MATCH THE FLOWLINE OF THE PIPE.  
2. SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 2%.  
3. ALL JOINTS ON SEWER LATERAL PIPE WITHIN THE RIGHT-OF-WAY SHALL BE COMPRESSION TYPE.  
4. LATERAL SHALL EXTEND TO PROPERTY LINE UNLESS OTHERWISE SHOWN ON PLANS.  
5. SADDLE CONNECTION SHALL BE PVC SADDLE WITH STAINLESS STEEL STRAPS.  
6. ANY ABANDONED SEWER LATERAL IS THE RESPONSIBILITY OF THE CUSTOMER AND SHALL BE CUT AND CAPPED OR PLUGGED WITHIN 6 INCHES OF THE SEWER MAIN AND SUBJECT TO THE CITY OF ELKO'S APPROVAL.  
7. SEWER MAIN/LATERAL CONNECTIONS SHALL MEET THE REQUIREMENTS OF NAC 445A.

**8 SEWER LATERAL CONNECTION**  
NOT TO SCALE



NOTES:  
1. PIPE SECTION LENGTHS ARRANGED TO FIT DEPTH.  
2. PRECAST BASE MAY BE USED IF APPROVED BY GOVERNING AGENCY.  
3. MANHOLE STEPS ARE NOT REQUIRED.  
4. REFER TO DETAIL SHEET (MANHOLE - GENERAL NOTES) FOR ADDITIONAL INFORMATION.

**5 TYPE 1 48" MANHOLE**  
NOT TO SCALE

REV.	DATE	DESCRIPTION	BY	APP'D

DESIGNED BY: C 3D  
CHECKED BY: NIB

SCALE  
HORIZ: 1"=40'  
VERT: NONE  
JOB NO: 81966





=====  
 Cedar Estates Unit 3  
 =====

Area\_Exterior  
 =====

START

			28474255.08	615506.39
INV	N 89°31'37" E	631.42		
			28474260.29	616137.79
INV	S 00°28'23" E	103.86		
			28474156.44	616138.64
INV	S 32°31'59" W	16.30		
			28474142.69	616129.88
RADIUS POINT (NON TANGENT CURVE RIGHT)			28474079.98	616098.77

12°18'05" DELTA  
 70.00 RADIUS  
 15.03 LENGTH  
 15.00 CHORD  
 7.54 TANGENT

TANGENT BRG

	S 63°37'03" E			
	S 51°18'59" E			
P.C. TO P.T.	S 57°28'01" E	15.00		
			28474134.62	616142.52

NON-TANGENT LINE

INV	N 32°31'59" E	25.94		
			28474156.49	616156.47
INV	N 76°51'10" E	125.82		
			28474185.11	616278.99
INV	S 00°02'13" W	266.43		
			28473918.69	616278.82
INV	N 89°57'47" W	110.00		
			28473918.76	616168.82
INV	N 89°57'47" W	50.00		
			28473918.79	616118.82
INV	S 00°02'13" W	8.34		
			28473910.45	616118.81
INV	N 89°57'47" W	101.00		
			28473910.51	616017.81
INV	N 00°02'13" E	87.78		
			28473998.29	616017.87
INV	S 89°31'37" W	178.58		
			28473996.82	615839.30
INV	S 00°28'23" E	130.89		
			28473865.94	615840.38
INV	S 75°32'45" W	130.75		
			28473833.30	615713.77
INV	N 00°02'13" E	5.06		

	.....	28473838.36	615713.77
INV	N 89°57'47" W 60.00		
	.....	28473838.39	615653.77
INV	S 00°02'13" W 8.64		
	.....	28473829.75	615653.76
RADIUS POINT (TANGENT CURVE LEFT)			
	.....	28473829.61	615883.76

05°49'56" DELTA  
 230.00 RADIUS  
 23.41 LENGTH  
 23.40 CHORD  
 11.72 TANGENT

TANGENT BRG

	S 00°02'13" W		
	S 05°47'43" E		
P.C. TO P.T.	S 02°52'45" E 23.40		
	.....	28473806.38	615654.94

NON-TANGENT LINE

INV	S 73°31'07" W 137.55		
	.....	28473767.36	615523.04
INV	S 33°31'07" W 84.30		
	.....	28473697.08	615476.49
INV	N 56°40'28" W 170.96		
	.....	28473791.00	615333.65
INV	N 20°25'00" E 495.19		
	.....	28474255.08	615506.39

AREA 318316.7 SQUARE FEET 7.308 ACRES

TOTAL DISTANCE 2967.22

CLOSING VECTOR S 23°23'42" W 0.009

Closure precision = 1 in 325410

=====  
 Area\_ROW  
 =====

START	.....	28473918.79	616118.82
INV	N 00°01'03" W 161.20		
	.....	28474079.99	616118.77
RADIUS POINT (TANGENT CURVE LEFT)			
	.....	28474079.98	616098.77

89°57'59" DELTA  
 20.00 RADIUS  
 31.40 LENGTH  
 28.28 CHORD  
 19.99 TANGENT

TANGENT BRG

N 00°01'04" W  
 N 89°59'03" W

P.C. TO P.T.	N 45°00'03" W	28.28		
			.....28474099.98	616098.78
NON-TANGENT LINE				
INV	S 89°31'37" W	474.61		
			.....28474096.06	615624.19
RADIUS POINT (TANGENT CURVE LEFT)				
			.....28474076.06	615624.35

69°06'37" DELTA  
 20.00 RADIUS  
 24.12 LENGTH  
 22.69 CHORD  
 13.77 TANGENT

TANGENT BRG

	S 89°31'37" W			
	S 20°25'00" W			
P.C. TO P.T.	S 54°58'19" W	22.69		
			.....28474083.04	615605.61
INV	S 20°25'00" W	84.33		
			.....28474004.01	615576.19
RADIUS POINT (TANGENT CURVE LEFT)				
			.....28473977.84	615646.48

20°22'47" DELTA  
 75.00 RADIUS  
 26.68 LENGTH  
 26.54 CHORD  
 13.48 TANGENT

TANGENT BRG

	S 20°25'00" W			
	S 00°02'13" W			
P.C. TO P.T.	S 10°13'36" W	26.54		
			.....28473977.89	615571.48
INV	S 00°02'13" W	69.45		
			.....28473908.45	615571.43
RADIUS POINT (TANGENT CURVE LEFT)				
			.....28473908.43	615591.43

90°00'00" DELTA  
 20.00 RADIUS  
 31.42 LENGTH  
 28.28 CHORD  
 20.00 TANGENT

TANGENT BRG

	S 00°02'13" W			
	S 89°57'47" E			
P.C. TO P.T.	S 44°57'47" E	28.28		
			.....28473888.43	615591.42
INV	S 89°57'47" E	31.86		
			.....28473888.41	615623.28

RADIUS POINT (TANGENT CURVE LEFT)			
.....	28473908.41		615623.29
23°37'44" DELTA			
20.00 RADIUS			
8.25 LENGTH			
8.19 CHORD			
4.18 TANGENT			
TANGENT BRG			
S 89°57'47" E			
N 66°24'29" E			
P.C. TO P.T.    N 78°13'21" E	8.19		
.....	28473890.09		615631.30
RADIUS POINT (TANGENT CURVE RIGHT)			
.....	28473839.68		615653.31
114°58'14" DELTA			
55.00 RADIUS			
110.36 LENGTH			
92.76 CHORD			
86.28 TANGENT			
TANGENT BRG			
N 66°24'29" E			
S 01°22'43" W			
P.C. TO P.T.    S 56°06'24" E	92.76		
.....	28473838.36		615708.30
NON-TANGENT LINE			
INV            N 89°57'47" W	54.53		
.....	28473838.39		615653.77
INV            S 00°02'13" W	6.12		
.....	28473832.27		615653.76
RADIUS POINT (NON TANGENT CURVE LEFT)			
.....	28473818.40		615639.35
46°04'04" DELTA			
20.00 RADIUS			
16.08 LENGTH			
15.65 CHORD			
8.50 TANGENT			
TANGENT BRG			
N 43°53'43" W			
N 89°57'47" W			
P.C. TO P.T.    N 66°55'45" W	15.65		
.....	28473838.40		615639.37
INV            N 89°57'47" W	47.98		
.....	28473838.43		615591.39
RADIUS POINT (TANGENT CURVE RIGHT)			
.....	28473908.43		615591.43
90°00'00" DELTA			

70.00 RADIUS  
 109.96 LENGTH  
 98.99 CHORD  
 70.00 TANGENT

TANGENT BRG

N 89°57'47" W  
 N 00°02'13" E

P.C. TO P.T.	N 44°57'47" W	98.99		
	.....		28473908.48	615521.43
INV	N 00°02'13" E	69.45		
	.....		28473977.92	615521.48
RADIUS POINT (TANGENT CURVE RIGHT)				
	.....		28473977.84	615646.48

20°22'47" DELTA  
 125.00 RADIUS  
 44.46 LENGTH  
 44.23 CHORD  
 22.47 TANGENT

TANGENT BRG

N 00°02'13" E  
 N 20°25'00" E

P.C. TO P.T.	N 10°13'36" E	44.23		
	.....		28474021.45	615529.33
INV	N 20°25'00" E	84.33		
	.....		28474100.48	615558.75
RADIUS POINT (TANGENT CURVE RIGHT)				
	.....		28474076.06	615624.35

69°06'37" DELTA  
 70.00 RADIUS  
 84.43 LENGTH  
 79.41 CHORD  
 48.21 TANGENT

TANGENT BRG

N 20°25'00" E  
 N 89°31'37" E

P.C. TO P.T.	N 54°58'19" E	79.41		
	.....		28474146.06	615623.77
INV	N 89°31'37" E	474.61		
	.....		28474149.98	616098.36
RADIUS POINT (NON TANGENT CURVE RIGHT)				
	.....		28474079.98	616098.77

90°18'57" DELTA  
 70.00 RADIUS  
 110.34 LENGTH  
 99.27 CHORD  
 70.39 TANGENT

TANGENT BRG

	N 89°40'00" E		
	S 00°01'03" E		
P.C. TO P.T.	S 45°10'32" E	99.27	
	.....	28474080.00	616168.77
NON-TANGENT LINE			
INV	S 00°01'03" E	161.25	
	.....	28473918.76	616168.82
INV	N 89°57'47" W	50.00	
	.....	28473918.79	616118.82
INV	N 89°58'17" W	0.00	
	.....	28473918.79	616118.82

AREA 56730.7 SQUARE FEET 1.302 ACRES  
 TOTAL DISTANCE 2367.21  
 CLOSING VECTOR N 79°07'27" E 0.005  
 Closure precision = 1 in 474494

=====  
 Lot-1  
 =====

START	.....	28473978.69	616278.86
INV	N 89°57'47" W	110.06	
	.....	28473978.76	616168.80
INV	S 00°01'03" E	60.00	
	.....	28473918.76	616168.82
INV	S 89°57'47" E	110.00	
	.....	28473918.69	616278.82
INV	N 00°02'13" E	60.00	
	.....	28473978.69	616278.86

AREA 6601.7 SQUARE FEET 0.152 ACRES  
 TOTAL DISTANCE 340.06  
 CLOSING VECTOR S 89°26'36" E 0.003  
 Closure precision = 1 in 113882

=====  
 Lot-2  
 =====

START	.....	28474038.69	616278.90
INV	N 89°57'47" W	110.11	
	.....	28474038.76	616168.78
INV	S 00°01'03" E	60.00	
	.....	28473978.76	616168.80
INV	S 89°57'47" E	110.06	
	.....	28473978.69	616278.86
INV	N 00°02'13" E	60.00	
	.....	28474038.69	616278.90

AREA 6605.1 SQUARE FEET 0.152 ACRES  
 TOTAL DISTANCE 340.17

CLOSING VECTOR S 89°48'56" W 0.007

Closure precision = 1 in 48498

=====

Lot-3

=====

START

.....	28474098.76	616166.21
INV           S 89°57'47" E           112.73	.....	28474098.69
.....	616278.94	
INV           S 00°02'13" W           60.00	.....	28474038.69
.....	616278.90	
INV           N 89°57'47" W           110.11	.....	28474038.76
.....	616168.78	
INV           N 00°01'03" W           41.25	.....	28474080.00
.....	616168.77	
RADIUS POINT (TANGENT CURVE LEFT)	.....	28474079.98
.....	616098.77	

15°32'30" DELTA  
70.00 RADIUS  
18.99 LENGTH  
18.93 CHORD  
9.55 TANGENT

TANGENT BRG

	N 00°01'03" W	
	N 15°33'33" W	
P.C. TO P.T.	N 07°47'18" W           18.93	
.....	28474098.76	616166.21

AREA       6624.4   SQUARE FEET       0.152 ACRES

TOTAL DISTANCE                   343.08

CLOSING VECTOR S 42°52'20" W 0.005

Closure precision = 1 in 67945

=====

Lot-4

=====

START

.....	28474185.11	616278.99
INV           S 76°51'10" W           125.82	.....	28474156.49
.....	616156.47	
INV           S 32°31'59" W           25.94	.....	28474134.62
.....	616142.52	
RADIUS POINT (NON TANGENT CURVE RIGHT)	.....	28474079.98
.....	616098.77	

35°45'24" DELTA  
70.00 RADIUS  
43.69 LENGTH  
42.98 CHORD  
22.58 TANGENT

TANGENT BRG

S 51°18'57" E

S 15°33'33" E

P.C. TO P.T. S 33°26'15" E 42.98

.....28474098.76 616166.21

NON-TANGENT LINE

INV S 89°57'47" E 112.73

.....28474098.69 616278.94

INV N 00°02'13" E 86.43

.....28474185.11 616278.99

AREA 8959.2 SQUARE FEET 0.206 ACRES

TOTAL DISTANCE 394.60

CLOSING VECTOR S 46°41'01" E 0.005

Closure precision = 1 in 83606

=====  
Lot-5

START

.....28474260.29 616137.79

INV S 89°31'37" W 59.85

.....28474259.80 616077.94

INV S 00°28'23" E 109.98

.....28474149.82 616078.85

INV N 89°31'37" E 19.17

.....28474149.98 616098.02

RADIUS POINT (NON TANGENT CURVE RIGHT)

.....28474079.98 616098.77

26°59'43" DELTA

70.00 RADIUS

32.98 LENGTH

32.68 CHORD

16.80 TANGENT

TANGENT BRG

N 89°23'14" E

S 63°37'03" E

P.C. TO P.T. S 77°06'54" E 32.68

.....28474142.69 616129.88

NON-TANGENT LINE

INV N 32°31'59" E 16.30

.....28474156.44 616138.64

INV N 00°28'23" W 103.86

.....28474260.29 616137.79

AREA 6666.3 SQUARE FEET 0.153 ACRES

TOTAL DISTANCE 342.15

CLOSING VECTOR N 79°52'10" E 0.005

Closure precision = 1 in 66473

=====

Lot-6

=====  
START  
.....28474259.80 616077.94  
INV S 89°31'37" W 60.00  
.....28474259.30 616017.94  
INV S 00°28'23" E 109.98  
.....28474149.32 616018.85  
INV N 89°31'37" E 60.00  
.....28474149.82 616078.85  
INV N 00°28'23" W 109.98  
.....28474259.80 616077.94

AREA 6599.0 SQUARE FEET 0.151 ACRES  
TOTAL DISTANCE 339.97  
CLOSING VECTOR N 90°00'00" E 0.000  
Zero error of closure

=====  
Lot-7

=====  
START  
.....28474259.30 616017.94  
INV S 89°31'37" W 60.00  
.....28474258.81 615957.95  
INV S 00°28'23" E 109.98  
.....28474148.83 615958.85  
INV N 89°31'37" E 60.00  
.....28474149.32 616018.85  
INV N 00°28'23" W 109.98  
.....28474259.30 616017.94

AREA 6599.0 SQUARE FEET 0.151 ACRES  
TOTAL DISTANCE 339.97  
CLOSING VECTOR N 90°00'00" E 0.000  
Zero error of closure

=====  
Lot-8

=====  
START  
.....28474258.81 615957.95  
INV S 89°31'37" W 60.00  
.....28474258.31 615897.95  
INV S 00°28'23" E 109.98  
.....28474148.33 615898.86  
INV N 89°31'37" E 60.00  
.....28474148.83 615958.85  
INV N 00°28'23" W 109.98  
.....28474258.81 615957.95

AREA 6599.0 SQUARE FEET 0.151 ACRES

TOTAL DISTANCE 339.97  
CLOSING VECTOR N 90°00'00" E 0.000  
Zero error of closure

=====  
Lot-9  
=====

START

.....	28474258.31	615897.95
INV S 89°31'37" W 60.00	.....	28474257.82 615837.95
INV S 00°28'23" E 109.98	.....	28474147.84 615838.86
INV N 89°31'37" E 60.00	.....	28474148.33 615898.86
INV N 00°28'23" W 109.98	.....	28474258.31 615897.95

AREA 6599.0 SQUARE FEET 0.151 ACRES  
TOTAL DISTANCE 339.97  
CLOSING VECTOR N 90°00'00" E 0.000  
Zero error of closure

=====  
Lot-10  
=====

START

.....	28474257.82	615837.95
INV S 89°31'37" W 60.00	.....	28474257.32 615777.95
INV S 00°28'23" E 109.98	.....	28474147.34 615778.86
INV N 89°31'37" E 60.00	.....	28474147.84 615838.86
INV N 00°28'23" W 109.98	.....	28474257.82 615837.95

AREA 6599.0 SQUARE FEET 0.151 ACRES  
TOTAL DISTANCE 339.97  
CLOSING VECTOR N 90°00'00" E 0.000  
Zero error of closure

=====  
Lot-11  
=====

START

.....	28474257.32	615777.95
INV S 89°31'37" W 60.00	.....	28474256.83 615717.95
INV S 00°28'23" E 109.98	.....	28474146.85 615718.86
INV N 89°31'37" E 60.00	.....	28474147.34 615778.86

INV                    N 00°28'23" W            109.98  
 .....28474257.32    615777.95

AREA    6599.0    SQUARE FEET    0.151 ACRES  
 TOTAL DISTANCE                    339.97  
 CLOSING VECTOR N 90°00'00" E 0.000  
 Zero error of closure

=====  
 Lot-12  
 =====

START  
 .....28474256.83    615717.95  
 INV                    S 89°31'37" W            60.00  
 .....28474256.33    615657.96  
 INV                    S 00°28'23" E            109.98  
 .....28474146.35    615658.86  
 INV                    N 89°31'37" E            60.00  
 .....28474146.85    615718.86  
 INV                    N 00°28'23" W            109.98  
 .....28474256.83    615717.95

AREA    6599.0    SQUARE FEET    0.151 ACRES  
 TOTAL DISTANCE                    339.97  
 CLOSING VECTOR N 90°00'00" E 0.000  
 Zero error of closure

=====  
 Lot-13  
 =====

START  
 .....28474256.33    615657.96  
 INV                    S 89°31'37" W            60.00  
 .....28474255.84    615597.96  
 INV                    S 00°28'23" E            107.95  
 .....28474147.88    615598.85  
 INV                    S 20°35'49" E            6.21  
 .....28474142.07    615601.04  
 RADIUS POINT (NON TANGENT CURVE RIGHT)  
 .....28474076.06    615624.35

18°59'03" DELTA  
 70.00 RADIUS  
 23.19 LENGTH  
 23.09 CHORD  
 11.70 TANGENT

TANGENT BRG

                  N 70°32'34" E  
                   N 89°31'37" E  
 P.C. TO P.T.    N 80°02'06" E            23.09  
 .....28474146.06    615623.77  
 INV                    N 89°31'37" E            35.09

```

.....28474146.35 615658.86
INV      N 00°28'23" W      109.98
.....28474256.33 615657.96

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AREA      6629.4  SQUARE FEET      0.152 ACRES
TOTAL DISTANCE      342.44
CLOSING VECTOR S 03°05'49" W 0.007
Closure precision = 1 in 49804

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=====
Lot-14
=====

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START

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```

.....28474255.84 615597.96
INV      S 89°31'37" W      91.57
.....28474255.08 615506.39
INV      S 20°25'00" W      62.29
.....28474196.70 615484.66
INV      S 49°48'20" E      114.59
.....28474122.75 615572.19
RADIUS POINT (NON TANGENT CURVE RIGHT)
.....28474076.06 615624.35

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      28°42'49" DELTA
      70.00 RADIUS
      35.08 LENGTH
      34.71 CHORD
      17.92 TANGENT

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TANGENT BRG

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      N 41°49'45" E
      N 70°32'34" E
P.C. TO P.T.  N 56°11'09" E      34.71
.....28474142.07 615601.04

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NON-TANGENT LINE

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INV      N 20°35'49" W      6.21
.....28474147.88 615598.85
INV      N 00°28'23" W      107.95
.....28474255.84 615597.96

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```

AREA      10946.1  SQUARE FEET      0.251 ACRES
TOTAL DISTANCE      417.70
CLOSING VECTOR N 14°16'35" E 0.012
Closure precision = 1 in 33746

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=====
Lot-15
=====

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START

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```

.....28474196.70 615484.66
INV      S 20°25'00" W      98.38
.....28474104.50 615450.34
INV      S 69°35'00" E      103.00

```

.....28474068.57 615546.87  
 INV           N 20°25'00" E           34.05  
 .....28474100.48 615558.75  
 RADIUS POINT (TANGENT CURVE RIGHT)  
 .....28474076.06 615624.35

21°24'45" DELTA  
 70.00 RADIUS  
 26.16 LENGTH  
 26.01 CHORD  
 13.23 TANGENT

TANGENT BRG

                  N 20°25'00" E  
                   N 41°49'45" E  
 P.C. TO P.T.    N 31°07'22" E           26.01  
 .....28474122.75 615572.19

NON-TANGENT LINE

INV           N 49°48'20" W           114.59  
 .....28474196.70 615484.66

AREA       8270.5 SQUARE FEET       0.190 ACRES  
 TOTAL DISTANCE                    376.18  
 CLOSING VECTOR S 64°07'16" W 0.002  
 Closure precision = 1 in 193884

=====  
 Lot-16  
 =====

START

.....28474068.57 615546.87  
 INV           N 69°35'00" W           103.00  
 .....28474104.50 615450.34  
 INV           S 20°25'00" W           60.00  
 .....28474048.27 615429.41  
 INV           S 69°35'00" E           103.38  
 .....28474012.21 615526.30  
 RADIUS POINT (NON TANGENT CURVE RIGHT)  
 .....28473977.84 615646.48

04°27'33" DELTA  
 125.00 RADIUS  
 9.73 LENGTH  
 9.73 CHORD  
 4.87 TANGENT

TANGENT BRG

                  N 15°57'27" E  
                   N 20°25'00" E  
 P.C. TO P.T.    N 18°11'13" E           9.73  
 .....28474021.45 615529.33  
 INV           N 20°25'00" E           50.28  
 .....28474068.57 615546.87

AREA 6181.2 SQUARE FEET 0.142 ACRES  
 TOTAL DISTANCE 326.39  
 CLOSING VECTOR S 49°08'22" W 0.003  
 Closure precision = 1 in 108703

=====  
 Lot-17  
 =====

START

.....	28474012.21	615526.30
INV	N 69°35'00" W 103.38	
.....	28474048.27	615429.41
INV	S 20°25'00" W 72.54	
.....	28473980.29	615404.11
INV	S 75°58'53" E 120.96	
.....	28473950.99	615521.46
INV	N 00°02'13" E 26.93	
.....	28473977.92	615521.48
RADIUS POINT (TANGENT CURVE RIGHT)		
.....	28473977.84	615646.48

15°55'14" DELTA  
 125.00 RADIUS  
 34.73 LENGTH  
 34.62 CHORD  
 17.48 TANGENT

TANGENT BRG

	N 00°02'13" E	
	N 15°57'27" E	
P.C. TO P.T.	N 07°59'50" E 34.62	
.....	28474012.21	615526.30

AREA 7320.1 SQUARE FEET 0.168 ACRES  
 TOTAL DISTANCE 358.54  
 CLOSING VECTOR N 03°18'27" W 0.007  
 Closure precision = 1 in 49708

=====  
 Lot-18  
 =====

START

.....	28473950.99	615521.46
INV	N 75°58'53" W 120.96	
.....	28473980.29	615404.11
INV	S 20°25'00" W 96.02	
.....	28473890.30	615370.61
INV	S 89°57'47" E 153.24	
.....	28473890.20	615523.85
RADIUS POINT (NON TANGENT CURVE RIGHT)		
.....	28473908.43	615591.43

15°07'55" DELTA  
 70.00 RADIUS  
 18.49 LENGTH  
 18.43 CHORD  
 9.30 TANGENT

TANGENT BRG

N 15°05'42" W  
 N 00°02'13" E  
 P.C. TO P.T. N 07°31'45" W 18.43  
 .....28473908.48 615521.43  
 INV N 00°02'13" E 42.51  
 .....28473950.99 615521.46

AREA 10369.1 SQUARE FEET 0.238 ACRES  
 TOTAL DISTANCE 431.21  
 CLOSING VECTOR N 12°17'39" E 0.005  
 Closure precision = 1 in 87802

=====  
 Lot-19  
 =====

START  
 .....28473845.41 615560.97  
 RADIUS POINT (NON TANGENT CURVE RIGHT)  
 .....28473908.43 615591.43

49°06'31" DELTA  
 70.00 RADIUS  
 60.00 LENGTH  
 58.18 CHORD  
 31.98 TANGENT

TANGENT BRG

N 64°12'13" W  
 N 15°05'42" W  
 P.C. TO P.T. N 39°38'58" W 58.18  
 .....28473890.20 615523.85  
 NON-TANGENT LINE  
 INV N 89°57'47" W 153.24  
 .....28473890.30 615370.61  
 INV S 20°25'00" W 105.96  
 .....28473791.00 615333.65  
 INV N 76°32'23" E 233.75  
 .....28473845.41 615560.97

AREA 13463.9 SQUARE FEET 0.309 ACRES  
 TOTAL DISTANCE 552.94  
 CLOSING VECTOR S 42°19'53" W 0.003  
 Closure precision = 1 in 219589

=====  
 Lot-20  
 =====

START			28473806.38	615654.94
RADIUS POINT (NON TANGENT CURVE RIGHT)			28473829.61	615883.76
	05°49'56" DELTA			
	230.00 RADIUS			
	23.41 LENGTH			
	23.40 CHORD			
	11.72 TANGENT			
TANGENT BRG	N 05°47'43" W			
	N 00°02'13" E			
P.C. TO P.T.	N 02°52'45" W	23.40		
			28473829.75	615653.76
INV	N 00°02'13" E	2.52		
			28473832.27	615653.76
RADIUS POINT (NON TANGENT CURVE LEFT)			28473818.40	615639.35
	46°04'04" DELTA			
	20.00 RADIUS			
	16.08 LENGTH			
	15.65 CHORD			
	8.50 TANGENT			
TANGENT BRG	N 43°53'43" W			
	N 89°57'47" W			
P.C. TO P.T.	N 66°55'45" W	15.65		
			28473838.40	615639.37
INV	N 89°57'47" W	47.98		
			28473838.43	615591.39
RADIUS POINT (TANGENT CURVE RIGHT)			28473908.43	615591.43
	25°45'34" DELTA			
	70.00 RADIUS			
	31.47 LENGTH			
	31.21 CHORD			
	16.01 TANGENT			
TANGENT BRG	N 89°57'47" W			
	N 64°12'13" W			
P.C. TO P.T.	N 77°05'00" W	31.21		
			28473845.41	615560.97
NON-TANGENT LINE				
INV	S 76°32'23" W	233.75		
			28473791.00	615333.65
INV	S 56°40'28" E	170.96		
			28473697.08	615476.49

INV	N 33°31'07" E	84.30	.....28473767.36	615523.04
INV	N 73°31'07" E	137.55	.....28473806.38	615654.94

AREA 20643.1 SQUARE FEET 0.474 ACRES  
 TOTAL DISTANCE 748.00  
 CLOSING VECTOR S 81°49'06" E 0.004  
 Closure precision = 1 in 168959

=====  
 Lot-21  
 =====

START			.....28473996.82	615839.30
INV	S 89°31'37" W	78.81	.....28473996.17	615760.49
INV	S 00°02'13" W	126.06	.....28473870.11	615760.41
INV	S 75°32'45" W	56.37	.....28473856.04	615705.82
RADIUS POINT (NON TANGENT CURVE RIGHT)			.....28473839.68	615653.31

18°40'41" DELTA  
 55.00 RADIUS  
 17.93 LENGTH  
 17.85 CHORD  
 9.05 TANGENT

TANGENT BRG	S 17°17'57" E			
	S 01°22'43" W			
P.C. TO P.T.	S 07°57'37" E	17.85	.....28473838.36	615708.30

NON-TANGENT LINE				
INV	S 89°57'47" E	5.47	.....28473838.36	615713.77
INV	S 00°02'13" W	5.06	.....28473833.30	615713.77
INV	N 75°32'45" E	130.75	.....28473865.94	615840.38
INV	N 00°28'23" W	130.89	.....28473996.82	615839.30

AREA 12463.1 SQUARE FEET 0.286 ACRES  
 TOTAL DISTANCE 551.34  
 CLOSING VECTOR N 78°28'53" E 0.005  
 Closure precision = 1 in 111484

=====  
 Lot-22  
 =====

START			.....28473996.17	615760.49
INV	S 89°31'37" W	62.00	.....28473995.66	615698.49
INV	S 00°02'13" W	91.31	.....28473904.35	615698.43
INV	S 34°54'15" W	23.85	.....28473884.79	615684.78
RADIUS POINT (NON TANGENT CURVE RIGHT)			.....28473839.68	615653.31

37°47'48" DELTA  
55.00 RADIUS  
36.28 LENGTH  
35.63 CHORD  
18.83 TANGENT

TANGENT BRG	S 55°05'45" E			
	S 17°17'57" E			
P.C. TO P.T.	S 36°11'51" E	35.63	.....28473856.04	615705.82
NON-TANGENT LINE				
INV	N 75°32'45" E	56.37	.....28473870.11	615760.41
INV	N 00°02'13" E	126.06	.....28473996.17	615760.49

AREA 8440.2 SQUARE FEET 0.194 ACRES  
TOTAL DISTANCE 395.87  
CLOSING VECTOR N 51°11'47" W 0.007  
Closure precision = 1 in 59336

=====  
Lot-23  
=====

START			.....28473995.66	615698.49
INV	S 89°31'37" W	62.00	.....28473995.14	615636.49
INV	S 00°02'13" W	103.12	.....28473892.03	615636.42
RADIUS POINT (NON TANGENT CURVE RIGHT)			.....28473839.68	615653.31

52°47'09" DELTA  
55.00 RADIUS  
50.67 LENGTH  
48.90 CHORD  
27.29 TANGENT

TANGENT BRG  
N 72°07'06" E

	S 55°05'45" E			
P.C. TO P.T.	S 81°29'19" E	48.90		
	.....		28473884.79	615684.78
NON-TANGENT LINE				
INV	N 34°54'15" E	23.85		
	.....		28473904.35	615698.43
INV	N 00°02'13" E	91.31		
	.....		28473995.66	615698.49

AREA 6360.6 SQUARE FEET 0.146 ACRES  
 TOTAL DISTANCE 330.95  
 CLOSING VECTOR S 85°18'22" W 0.003  
 Closure precision = 1 in 108584

=====  
 Lot-24  
 =====

START				
	.....		28473995.14	615636.49
INV	S 89°31'37" W	63.11		
	.....		28473994.62	615573.38
RADIUS POINT (NON TANGENT CURVE LEFT)				
	.....		28473977.84	615646.48

12°53'26" DELTA  
 75.00 RADIUS  
 16.87 LENGTH  
 16.84 CHORD  
 8.47 TANGENT

TANGENT BRG				
	S 12°55'38" W			
	S 00°02'13" W			
P.C. TO P.T.	S 06°28'56" W	16.84		
	.....		28473977.89	615571.48
INV	S 00°02'13" W	69.45		
	.....		28473908.45	615571.43
RADIUS POINT (TANGENT CURVE LEFT)				
	.....		28473908.43	615591.43

90°00'00" DELTA  
 20.00 RADIUS  
 31.42 LENGTH  
 28.28 CHORD  
 20.00 TANGENT

TANGENT BRG				
	S 00°02'13" W			
	S 89°57'47" E			
P.C. TO P.T.	S 44°57'47" E	28.28		
	.....		28473888.43	615591.42
INV	S 89°57'47" E	31.86		
	.....		28473888.41	615623.28

RADIUS POINT (TANGENT CURVE LEFT)  
.....28473908.41 615623.29

23°37'44" DELTA  
20.00 RADIUS  
8.25 LENGTH  
8.19 CHORD  
4.18 TANGENT

TANGENT BRG

S 89°57'47" E  
N 66°24'29" E

P.C. TO P.T. N 78°13'21" E 8.19  
.....28473890.09 615631.30

RADIUS POINT (TANGENT CURVE RIGHT)  
.....28473839.68 615653.31

05°42'37" DELTA  
55.00 RADIUS  
5.48 LENGTH  
5.48 CHORD  
2.74 TANGENT

TANGENT BRG

N 66°24'29" E  
N 72°07'06" E

P.C. TO P.T. N 69°15'48" E 5.48  
.....28473892.03 615636.42

NON-TANGENT LINE  
INV N 00°02'13" E 103.12  
.....28473995.14 615636.49

AREA 6804.7 SQUARE FEET 0.156 ACRES  
TOTAL DISTANCE 329.56  
CLOSING VECTOR N 19°24'15" E 0.002  
Closure precision = 1 in 170951

=====  
Lot-25  
=====

START  
.....28474096.33 615657.05

INV S 89°31'37" W 32.86  
.....28474096.06 615624.19

RADIUS POINT (TANGENT CURVE LEFT)  
.....28474076.06 615624.35

69°06'37" DELTA  
20.00 RADIUS  
24.12 LENGTH  
22.69 CHORD  
13.77 TANGENT

TANGENT BRG

S 89°31'37" W  
 S 20°25'00" W  
 P.C. TO P.T. S 54°58'19" W 22.69  
 .....28474083.04 615605.61  
 INV S 20°25'00" W 84.33  
 .....28474004.01 615576.19  
 RADIUS POINT (TANGENT CURVE LEFT)  
 .....28473977.84 615646.48

07°29'22" DELTA  
 75.00 RADIUS  
 9.80 LENGTH  
 9.80 CHORD  
 4.91 TANGENT

TANGENT BRG

S 20°25'00" W  
 S 12°55'38" W  
 P.C. TO P.T. S 16°40'19" W 9.80  
 .....28473994.62 615573.38  
 NON-TANGENT LINE  
 INV N 89°31'37" E 84.51  
 .....28473995.32 615657.88  
 INV N 00°28'23" W 101.02  
 .....28474096.33 615657.05

AREA 6622.1 SQUARE FEET 0.152 ACRES  
 TOTAL DISTANCE 336.65  
 CLOSING VECTOR N 76°49'21" W 0.005  
 Closure precision = 1 in 74550

=====  
 Lot-26  
 =====

START

.....28474096.83 615717.05  
 INV S 89°31'37" W 60.00  
 .....28474096.33 615657.05  
 INV S 00°28'23" E 101.02  
 .....28473995.32 615657.88  
 INV N 89°31'37" E 60.00  
 .....28473995.82 615717.88  
 INV N 00°28'23" W 101.02  
 .....28474096.83 615717.05

AREA 6061.0 SQUARE FEET 0.139 ACRES  
 TOTAL DISTANCE 322.03  
 CLOSING VECTOR N 90°00'00" E 0.000  
 Zero error of closure

=====  
 Lot-27  
 =====

START			.....28474097.33	615777.05
INV	S 89°31'37" W	60.00	.....28474096.83	615717.05
INV	S 00°28'23" E	101.02	.....28473995.82	615717.88
INV	N 89°31'37" E	60.00	.....28473996.31	615777.88
INV	N 00°28'23" W	101.02	.....28474097.33	615777.05

AREA 6061.0 SQUARE FEET 0.139 ACRES  
 TOTAL DISTANCE 322.03  
 CLOSING VECTOR N 90°00'00" E 0.000  
 Zero error of closure

=====  
 Lot-28  
 =====

START			.....28474097.82	615837.04
INV	S 89°31'37" W	60.00	.....28474097.33	615777.05
INV	S 00°28'23" E	101.02	.....28473996.31	615777.88
INV	N 89°31'37" E	60.00	.....28473996.81	615837.88
INV	N 00°28'23" W	101.02	.....28474097.82	615837.04

AREA 6061.0 SQUARE FEET 0.139 ACRES  
 TOTAL DISTANCE 322.03  
 CLOSING VECTOR N 90°00'00" E 0.000  
 Zero error of closure

=====  
 Lot-29  
 =====

START			.....28474098.32	615897.04
INV	S 89°31'37" W	60.00	.....28474097.82	615837.04
INV	S 00°28'23" E	101.02	.....28473996.81	615837.88
INV	N 89°31'37" E	60.00	.....28473997.30	615897.88
INV	N 00°28'23" W	101.02	.....28474098.32	615897.04

AREA 6061.0 SQUARE FEET 0.139 ACRES  
 TOTAL DISTANCE 322.03  
 CLOSING VECTOR N 90°00'00" E 0.000

Zero error of closure

=====

Lot-30

=====

START

	.....	28474098.81	615957.04
INV	S 89°31'37" W	60.00	
	.....	28474098.32	615897.04
INV	S 00°28'23" E	101.02	
	.....	28473997.30	615897.88
INV	N 89°31'37" E	60.00	
	.....	28473997.80	615957.87
INV	N 00°28'23" W	101.02	
	.....	28474098.81	615957.04

AREA 6061.0 SQUARE FEET 0.139 ACRES

TOTAL DISTANCE 322.03

CLOSING VECTOR N 90°00'00" E 0.000

Zero error of closure

=====

Lot-31

=====

START

	.....	28474099.31	616017.94
INV	S 89°31'37" W	60.90	
	.....	28474098.81	615957.04
INV	S 00°28'23" E	101.02	
	.....	28473997.80	615957.87
INV	N 89°31'37" E	60.00	
	.....	28473998.29	616017.87
INV	N 00°02'13" E	32.22	
	.....	28474030.51	616017.89
INV	N 00°02'13" E	68.80	
	.....	28474099.31	616017.94

AREA 6106.4 SQUARE FEET 0.140 ACRES

TOTAL DISTANCE 322.94

CLOSING VECTOR N 11°02'04" E 0.004

Closure precision = 1 in 79073

=====

Lot-32

=====

START

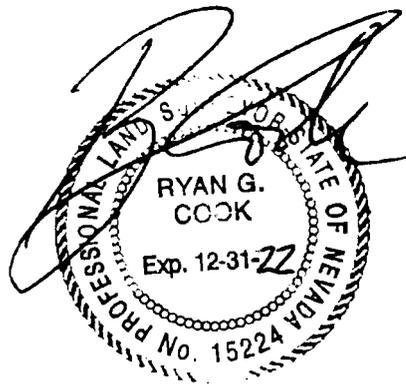
	.....	28474079.99	616118.77
RADIUS POINT (NON TANGENT CURVE LEFT)			
	.....	28474079.98	616098.77

90°56'41" DELTA  
 20.00 RADIUS  
 31.75 LENGTH



INV	S 89°57'47" E	101.00		
	.....	.....	28473910.45	616118.81
INV	N 00°02'13" E	8.34		
	.....	.....	28473918.79	616118.82
INV	N 00°01'03" W	51.66		
	.....	.....	28473970.45	616118.80

AREA 6058.7 SQUARE FEET 0.139 ACRES  
 TOTAL DISTANCE 321.95  
 CLOSING VECTOR N 88°29'47" W 0.001  
 Closure precision = 1 in 353336



10-19-2021

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit No. 5-21, filed by Walsh Properties LLC, to occupy a portion of Silver Street Right-of-Way to accommodate existing off-street parking, landscaping and sign, located generally south of the intersection of Silver Street and 2<sup>nd</sup> Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant is requesting a change of use for the parcel which will require the property be brought from legal non-conforming to conforming. A revocable license agreement to occupy the Right-of-Way for the existing parking and sign is required. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License agreement, Application and Staff Report**
9. Recommended Motion: **Approve Revocable Permit No. 5-21 as recommended by Planning Commission subject to the execution of a Standard License Agreement between the applicant and the City of Elko.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Counsel**
12. Council Action:
13. Agenda Distribution: **Walsh Properties LLC  
[christinaassu@gmail.com](mailto:christinaassu@gmail.com)  
774 Fir Street  
Elko, NV 89801**

**REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY**

**THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY** (hereinafter the “License Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter the “Effective Date”), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the “**City of Elko**,” and **WALSH PROPERTIES LLC.**, a Nevada limited-liability company, hereinafter called the “**Licensee**.”

**RECITALS**

- A. **Licensee** owns property located generally at 123 2<sup>nd</sup> Street, Elko, Nevada; and
- B. **Licensee**, upon changing use in the building and therefore losing the allowed non-conforming use of on-street parking, desires to continue using parking within City street rights-of-way located generally on the south side of the intersection of Silver Street and 2<sup>nd</sup> Street, more particularly described in the submitted legal description attached hereto as **Exhibit A**, hereinafter called “Right-of-Way”; and,
- C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for parking, landscaping and a freestanding sign as shown on the submitted site plan attached hereto as **Exhibit B**; and
- D. **Licensor’s** title to the Right-of-Way is established by maps recorded in the public records of Elko County, Nevada.

**NOW, THEREFORE**, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** to use the Right-of-Way for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

- 1. **TERM:** The term of this License Agreement shall be ten (10) years, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**.

Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee** shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair.

2. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

3. **NOTICE:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Walsh Properties LLC at 774 Fir Street, Elko, Nevada 89801.

4. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to develop off street parking, free standing sign and related improvements, at its own expense, according to the approved site plan attached hereto as Exhibit B, *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way and must thereafter act in accordance with its directions.

(b) **Licensee** shall be responsible for maintaining the parking and related improvements at all times, to include proper striping of parking spaces.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Right-of-Way, or the failure of the **Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Right-of-Way, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this Licensee Agreement by the **City of Elko**. The parking lot or other improvements which have been installed by the **Licensee** in the Right-of-Way shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

5. **RIGHT OF ENTRY:** The **City of Elko** specifically reserves the right of entry upon the Right-of-Way by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and 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) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

7. **TERMINATION:** The **City of Elko** reserves the right to terminate the permission hereby given at any time upon reasonable notice, which shall not be required to exceed thirty (30) days.

8. **GENERAL COVENANTS:**

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof; *provided*, the requirements of any other licenses and permits issued by the **City of Elko**, to include any freestanding sign, shall be in addition to and not in lieu of any of the obligations contained in this License Agreement.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms the **City of Elko** and **Licensee** shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and **Licensee**.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

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

(m) Time is of the essence.

(n) **Licensor** does not warrant title to the Right-of-Way. **Licensee** hereby releases and holds **Licensor** harmless from and against any claims alleging that **Licensor** lacks sufficient title to grant the license described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this license the day and year first above written.

**WALSH PROPERTIES LLC:**

**CITY OF ELKO:**

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

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

Title: \_\_\_\_\_

ATTEST:

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

NOV 15 2021

**EXHIBIT A**  
**AREA FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY FOR**  
**WALSH RECLAMATION**  
November 8, 2021

A Parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, adjacent to Lot 23 and Lot 24, of Block A, Central Addition to the Town now City of Elko, Nevada and that portion of Second Street previously vacated, more particularly described as follows:

Beginning at the most Westerly Corner of said Lot 23, Block A, a point being Corner No. 1, the true point of beginning;

Thence N 48° 02' 29" W, 26.34 feet to Corner No. 2;

Thence N 41° 58' 21" E, 27.91 feet to Corner No. 3;

Thence N 43° 15' 11" E, 27.54 feet to Corner No. 4;

Thence from a tangent bearing N 43° 15' 11" E, on a curve to the right with a radius of 5.00 feet, through a central angle of 45° 38' 48", for an arc length of 3.98 feet to Corner No. 5;

Thence N 88° 53' 59" E, 3.49 feet to Corner No. 6;

Thence from a tangent bearing N 88° 53' 59" E, on a curve to the right with a radius of 5.00 feet, through a central angle of 43° 03' 32", for an arc length of 3.76 feet to Corner No. 7;

Thence S 48° 02' 29" E, 18.16 to Corner No. 6, a point being on the Northwesterly Line of said previously vacated Second Street;

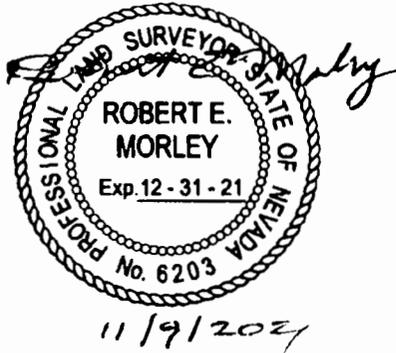
Thence S 41° 57' 31" W, 62.72 feet along the Northwesterly Lines of said Lot 23 and Lot 24, Block A and the Northwesterly Line of that portion of Second Street previously vacated to Corner No. 1, the point of beginning, containing 1,623 square feet, more or less.

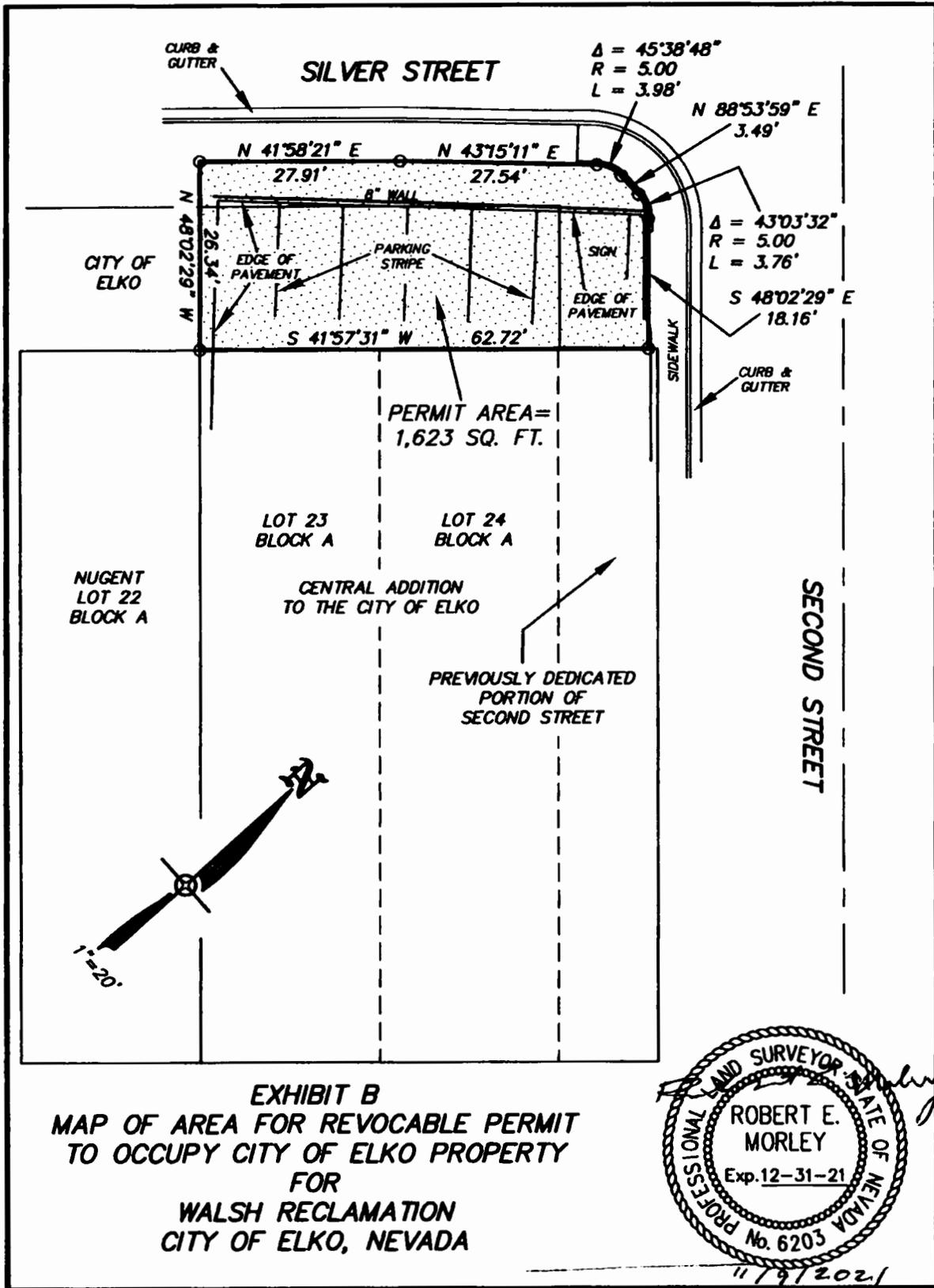
Continued on Page 2

**Exhibit A  
Area of Revocable Permit  
to Occupy the City of Elko Property  
for Walsh Reclamation  
City of Elko, Nevada  
Continued from Page 1**

The basis of bearing for the above described parcel is the Record of Survey for the City of Elko Railroad Relocation Project on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 237417.

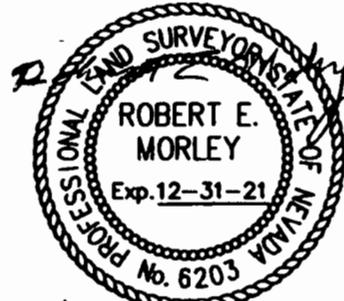
Reference is hereby made to Exhibit B, Map of Area for Revocable Permit to Occupy City of Elko Property for Walsh Reclamation, City of Elko, Nevada, attached hereto and made a part hereof.





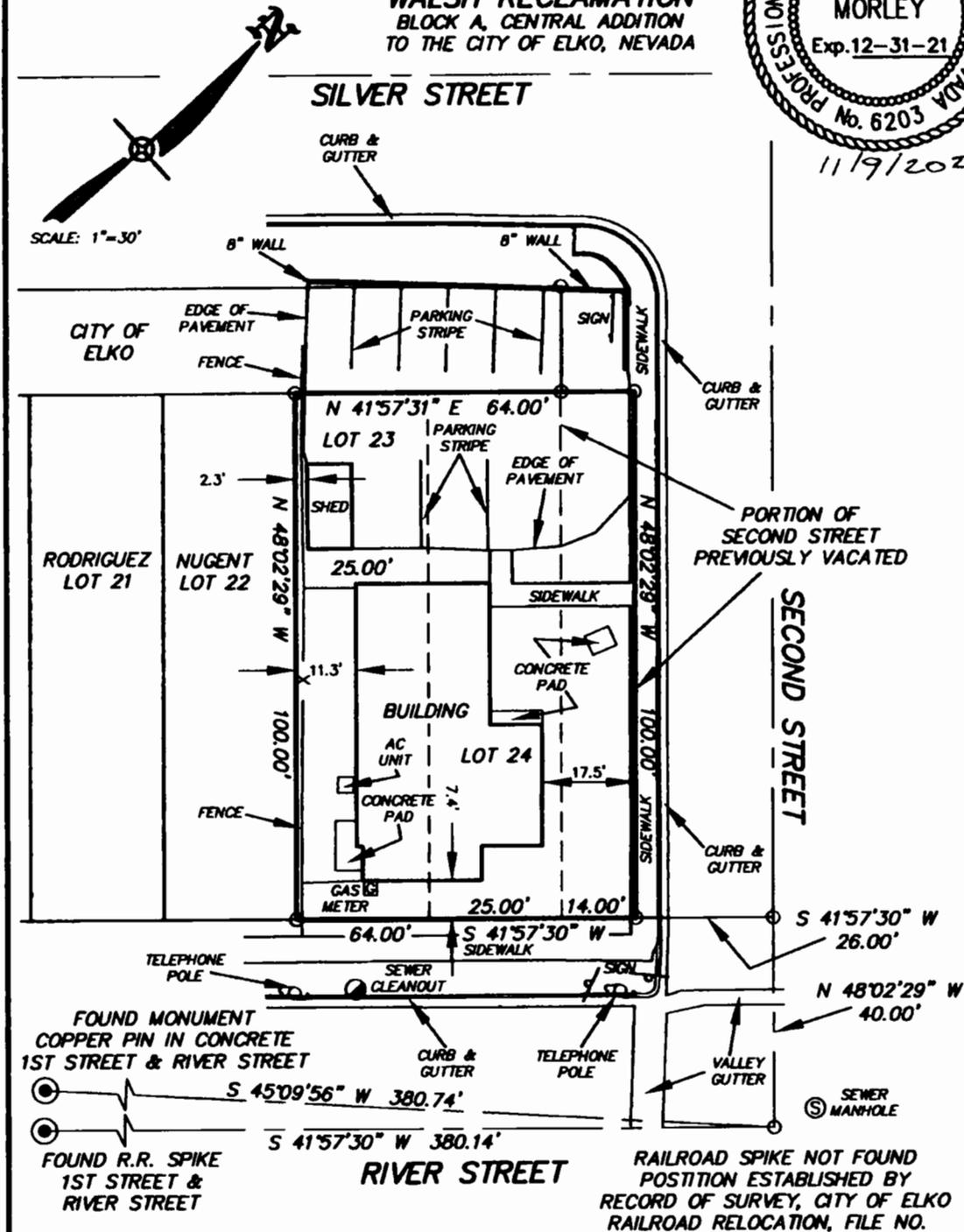
NOV 15 2021  
 RECEIVED

**SITE PLAN  
FOR  
WALSH RECLAMATION  
BLOCK A, CENTRAL ADDITION  
TO THE CITY OF ELKO, NEVADA**



11/9/2021

SCALE: 1"=30'



RAILROAD SPIKE NOT FOUND  
POSITION ESTABLISHED BY  
RECORD OF SURVEY, CITY OF ELKO  
RAILROAD RELOCATION, FILE NO.



# 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 December 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 7, 2021 per Section 3-2-17 C. 4. of the Elko City Code:

Revocable Permit No. 5-21, filed by Walsh Properties LLC, to occupy a portion of Silver Street right-of-way to accommodate existing off-street parking, landscaping and sign, located generally south of the intersection of Silver Street and 2nd Street, and matters related thereto.

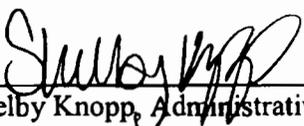
The applicant is requesting a change of use for the parcel which will require the property be brought from legal non-conforming to conforming. A revocable license agreement to occupy the right-of-way for the existing parking and sign is required.

WHEREAS, the Planning Commission, upon review and consideration of the application, supporting data, public input and testimony, recommend to City Council to approve Revocable Permit 5-21.

The Planning Commission's findings to support its recommendation are the proposed revocable permit is in conformance with the Master Plan Land Use Component. The proposed revocable permit is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure. The property is not located in the Redevelopment Area. The proposed revocable permit brings the property into conformance with Section 3-2-17 for off street parking requirement. The property is located in a Floodzone and therefore compliance with Section 3-8 Floodplain Management is required for any new construction of substantial improvements. The proposed revocable permit brings the property into conformance with Section 3-9 for the existing sign.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Knopp, Administrative Assistant

CC: Applicant  
Scott Wilkinson, Assistant City Manager (via email)  
Kelly Wooldridge, City Clerk

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 12/7**

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

Title: Revocable Permit No 5-21

Applicant(s): BARCA, LLC

Site Location: S of intersection of Silver + 2<sup>nd</sup> Streets

Current Zoning: GI Date Received: 11/15/21 Date Public Notice: N/A

COMMENT: This is to allow the applicant to occupy a portion of the Silver St. ROW with existing off-street parking, landscaping, and a sign.

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

Assistant City Manager: Date: 11/19/21

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 11/22/21

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

**MEMO DATE:** November 19, 2021  
**PLANNING COMMISSION DATE:** December 7, 2021  
**APPLICATION NUMBER:** REV. 5-21  
**APPLICANT:** Walsh Properties, LLC.  
**OTHER APPLICATIONS:** Rezone 2-21

### **PROJECT DESCRIPTION:**

A Revocable Permit to allow for off street parking, a sign and landscaping within the Silver Street public right-of-Way.



### **STAFF RECOMMENDATION:**

RECOMMEND to APPROVE, subject to findings of fact as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-335-001  
**PARCEL SIZE:** 6,400 square feet  
**EXISTING ZONING:** (GI) General Industrial  
**MASTER PLAN DESIGNATION:** (MU-DTWN) Mixed Use Downtown  
**EXISTING LAND USE:** Developed, previously a medical office

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: General Commercial (C) / Developed  
South: General Industrial (GI) / Developed  
West: Light Industrial (LI) / Developed  
East: General Industrial (GI) / Developed

### **PROPERTY CHARACTERISTICS:**

The property is generally flat.  
The property is located in a flood zone.  
The property has Silver Street, River Street and Second Street frontage.  
The existing off street parking, developed for a previous use is located in the City of Elko right-of-way, therefore this application has been submitted to bring the property into conformance.

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

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-8 Flood Plain Management
- City of Elko Zoning – Section 3-9 Sign Regulations

### **BACKGROUND:**

1. Fourteen feet of 2<sup>nd</sup> Street was vacated to the property.
2. The applicant has applied for a zone amendment to change the use of the building to retail. With that change of use, the property loses its legal non-conforming status.
3. The property has been developed therefore City of Elko utilities have been utilized.
4. Other non-city utilities are located in the immediate area.

### **MASTER PLAN**

**Land use:**

1. The Master Plan Land Use Atlas shows the area as Downtown Mixed Use.
2. C- General Commercial is a corresponding zoning district for Downtown Mixed Use.
3. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
4. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
5. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

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

**Transportation:**

1. The area will be accessed from 2nd Street with frontage along Silver Street and River Street.
2. Second Street is classified as a Residential Collector.
3. There is pedestrian access along both Second Street and River Street. Sidewalk along Silver Street will be a condition of the parcel map submittal.

The proposed revocable permit is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

**SECTION 3-2-17 Traffic, Access, Parking and Loading Regulations:**

1. The applicant is proposing a change of use on the property from medical office to retail. With that change of use, the property loses its legal non-conforming status and must be brought into conformance.
2. Off street parking is a requirement to be brought into conformance.

The property is required to comply with Section 3-2-17 of city code.

**SECTION 3-8 FLOODPLAIN MANAGEMENT**

1. This parcel is located in a Special Flood Hazard Area (SFHA), Floodzone AE.

The development will be required to comply with Elko City Code Section 3-8 if there are any significant changes made to the property.

**SECTION 3-9 SIGN REGULATIONS**

1. No permanent sign or sign foundation shall be placed within any public street right-of-

way without first having obtained approval of a revocable permit to occupy the right-of-way from the City Council, or authorized city personnel.

2. The sign was erected without a revocable permit and is legal non-conforming but the change in use requires that it be brought into conformance with Section 3-9.

With the approval of Rev. 5-21, the existing sign will be in conformance with ECC 3-9.

### **FINDINGS**

1. The proposed revocable permit is in conformance with the Master Plan Land Use Component.
2. The proposed revocable permit is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.
3. The property is not located in the Redevelopment Area.
4. The proposed revocable permit brings the property into conformance with Section 3-2-17 for off street parking requirement.
5. The property is located in a Floodzone and therefore compliance with Section 3-8 Floodplain Management is required for any new construction of substantial improvements.
6. The proposed revocable permit brings the property into conformance with Section 3-9 for the existing sign.

### **STAFF RECOMMENDATION:**

Staff recommends this item be **APPROVED**



# 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

---

November 30, 2021

Walsh Properties, LLC  
Attn: Christina Walsh  
774 Fir Street  
Elko, NV 89801  
[Christinaassu@gmail.com](mailto:Christinaassu@gmail.com)

Re: Rezone No. 2-21 & Revocable Permit No. 5-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone at **+1 (408) 650-3123** The **Access Code** for this meeting is **303-168-685**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp  
Administrative Assistant

Enclosures

CC: Lana Carter, [lanalcarter@live.com](mailto:lanalcarter@live.com)

## Cathy Laughlin

---

**From:** Christina Assu <christinaassu@gmail.com>  
**Sent:** Monday, November 22, 2021 11:34 AM  
**To:** Cathy Laughlin  
**Subject:** Change in named application.

Hi Cathy, as per our conversation. 123 2nd street was purchased as Walsh Properties and I would like the rezone, revocable permit and parcel map applications changed from RARCA Llc to Walsh Properties as the applicant. Thanks and my apologies for my mistake.

Christina Walsh.  
Walsh Properties llc

Sent from my iPhone

**Doc # 797698**

11/19/2021 3:05 PM

**Official Record**

Requested by

Stewart Title Elko

Elko County - NV

D. Mike Smales - Recorder

Pg 1 of 4

Fee: \$37.00

Recorded By: STUTTLE

RPTT:\$877.50

<b>A.P.N. No.:</b>	001-335-001
<b>R.P.T.T.</b>	\$ 877.00
<b>File No.:</b>	1438317
<b>Recording Requested By:</b>	
Stewart Title Company	
<b>Mail Tax Statements To:</b>	Same as below
<b>When Recorded Mail To:</b>	
Walsh Properties LLC	
774 Fir Street	
Elko, NV 89801	

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That ~~Deed~~ **E. Harrison, D.C, an unmarried man and Shirleen S.**

**Harrison, D.C., an unmarried woman** for valuable consideration, the receipt of which is hereby

acknowledged, does hereby Grant, Bargain, Sell and Convey to **Walsh Properties LLC, a Nevada**

**limited liability company**, all that real property situated in the County of Elko, State of Nevada, bounded

and described as follows:

Lots 23 and 24 in Block A of THE CENTRAL ADDITION to the City of Elko, (formerly Town of Elko), County of Elko, State of Nevada, as the same appear upon the Official Map or Plat of said CENTRAL ADDITION to the said City of Elko on file in the office of the County Recorder of the County of Elko, State of Nevada on November 8, 1907 as Document No.3.

Also, a parcel of ground in the SE1/4SE1/4, Section 15, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M., and further described as adjacent to Lot 24, Block A, CENTRAL ADDITION to the City of Elko (formerly Town of Elko) and more particularly described as follows:

Beginning at corner No. 1, which is also the East corner of Lot 24, Block A, CENTRAL ADDITION to the City of Elko, (formerly Town of Aura), according to the Official Map of said CENTRAL ADDITION on file in the office of Recorder of the County of Elko, State of Nevada;

THENCE North 41° 49' East, 14.00 feet to Corner No. 2;

THENCE North 48° 11' West, 100.00 feet to Corner No. 3;

THENCE South 41° 49' West, 14.00 feet to Corner No. 4, which is also the North corner of said Lot 24;

THENCE South 48° 11' East, 100.00 feet to Corner No. 1, the Place of Beginning.

The above metes and bounds legal description appeared previously in that certain Document recorded on January 28, 2009, as Document No. 608829, Official Records, pursuant to NRS Section 6. NRS 111.312.

APN: 001-335-001

(One Inch Margin on all sides of Document for Recorder's Use Only)

Page 1 of 3





State of Idaho )  
 ) ss  
 County of )  
Ada

This instrument was acknowledged before me on the 29<sup>th</sup> day of October, 2021  
 By: Shirteen S. Harrison, D.C.

Signature: *[Handwritten Signature]*  
 Notary Public  
Douha Abdelhusssein  
 My Commission Expires: 4/19/2027



(One inch Margin on all sides of Document for Recorder's Use Only)

Page 3 of 3

Doc # DV - 797698

11/19/2021 3:05 PM

Official Record

Requested by Stewart Title Elko Elko County - NV D. Mike Smalcs - Recorder

Number of pages: 2 Fee: \$37.00 Recorded By: STUTTLE RPTT:\$877.50

STATE OF NEVADA DECLARATION OF VALUE FORM

- 1. Assessor Parcel Number(s) a) 001-335-001 b) c) d)

- 2. Type of Property: a. Vacant Land b. Single Fam. Res. c. Condo/Twnhse d. 2-4 Plex e. Apt. Bldg. f. Comm'/Ind'l g. Agricultural h. Mobile Home i. Other

FOR RECORDERS OPTIONAL USE ONLY Book Page Date of Recording: Notes:

- 3. a. Total Value/Sales Price of Property \$ 225,000.00 b. Deed in Lieu of Foreclosure Only (value of property) c. Transfer Tax Value: \$ 225,000.00 d. Real Property Transfer Tax Due \$ 877.00

- 4. If Exemption Claimed: a. Transfer Tax Exemption per NRS 375.090, Section b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100% The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein.

Signature Deed E. Harrison, D.C. Capacity Grantor Signature Walsh Properties LLC Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED) Print Name: Deed E. Harrison, D.C and Shirleen S. Harrison, D.C. Address: 4941 N. Meandor Place City: Eagle State: ID Zip: 83616

BUYER (GRANTEE) INFORMATION (REQUIRED) Print Name: Walsh Properties LLC Address: 774 Fir Street City: Elko State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer) Print Name: Stewart Title Company Escrow # 1438317 Address: 810 Idaho St City: Elko State: NV Zip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Doc # DV - 797698

11/19/2021 3:05 PM

Official Record

Requested by  
Stewart Title Elko

Elko County - NV

D. Mike Smales - Recorder

Number of pages: 2

Fee: \$37.00

Recorded By: STUTTLE

RPTT:\$877.50

STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 001-335-001
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

2. Type of Property:

- a.  Vacant Land
- b.  Single Fam. Res.
- c.  Condo/Twnhse
- d.  2-4 Plex
- e.  Apt. Bldg.
- f.  Comm'/Ind'l
- g.  Agricultural
- h.  Mobile Home
- Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. a. Total Value/Sales Price of Property \$ 225,000.00
- b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )
- c. Transfer Tax Value: \$ 225,000.00
- d. Real Property Transfer Tax Due \$ 877.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.030, Section \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity Grantor

Deed E. Harrison, D.C.

Signature \_\_\_\_\_ Capacity Grantee

Craig Walsh  
Walsh Properties LLC

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

Print Name: Deed E. Harrison, D.C and Shirleen S. Harrison, D.C.  
Address: 4941 N. Meandor Place  
City: Eagle  
State: ID Zip: 83616

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: Walsh Properties LLC  
Address: 774 Fir Street  
City: Elko  
State: NV Zip: 89801

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Stewart Title Company Escrow # 1438317  
Address: 810 Idaho St  
City: Elko State: NV Zip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



**CITY OF ELKO PLANNING DEPARTMENT**

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

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

**APPLICATION FOR REVOCABLE PERMIT TO OCCUPY  
CITY OF ELKO PROPERTY**

APPLICANT(s):	RARCA LLC		
MAILING ADDRESS:	774 Fir St., Elko NV 89801		
PHONE NO (Home)	775-385-4538	(Business)	775-778-0303
NAME OF PROPERTY OWNER (If different):	RARCA LLC / Walsh		
	<i>(Property owner's consent in writing must be provided.)</i>		
MAILING ADDRESS:	774 Fir St. Elko, NV 89801		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-335-001		
Address	123 2nd Street, Elko, NV 89801		
APPLICANT'S REPRESENTATIVE OR ENGINEER:			

**FILING REQUIREMENTS:**

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed.

**Fee:** A \$400.00 non-refundable filing fee.

**Legal Description:** A certified metes and bounds legal description of the boundary of the area to be used by the applicant must be provided.

**Plot Plan:** A plot plan provided by a properly licensed surveyor drawn to scale showing the proposed boundary lines, proposed structures, signs, landscaping, etc.

**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

NOV 15 2021

Describe the proposed use of the property: **The property will be a change of use as it was previously used as a Chiropractic office and will now be converted to a retail establishment selling home goods and furniture. The existing parking and existing sign are located within the City of Elko right-of-way and are legal non-conforming as long as their is no change of use but the proposed use will justify a change in use and therefore the property must be brought up to legal conforming status. There is no other on site parking for the business so the revocable permit will allow us to use and maintain the existing parking and sign for the business.**

**\* I am applying and paying for this permit knowing that the ownership of the property I am requesting to occupy is in question.**

(Dimensions)  feet X  feet (Attach Plot Plan)

**(Use additional pages if necessary to address the question)**

**This area intentionally left blank,**

**THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:**

1. That if this permit is granted, the applicant agrees that the property involved shall be subject to any utility easements affecting said area, including all existing utility mains, pipelines, laterals, sewer lines, water lines, gas lines, telephone lines, cables, television cables, electrical lines and wires, gas wires, drains and other pipes, wires and cables, and lines now located on, over, under or within said property area, strip or any portion thereof.
2. That if this permit is granted, the applicant hereby agrees that their use of said area shall be only for landscaping, driveways, fences, carports, signs, and any other such similar uses involving non-permanent structures.
3. That the applicant understands and agrees that said permit, if granted, is revocable by the City of Elko, should the City of Elko determine said right-of-way is needed for public use. Revocation of the permit to occupy the right-of-way shall be 30 days from the date of certified mailing to the permit holder, notifying permittee of the City's intent to revoke.
4. That the applicant hereby agrees that the removal and/or relocation of the permittee's improvements, desired to be retained and salvaged by the permittee, shall be the responsibility of the permittee and at the permittee's expense. Any improvements remaining after the 30 day notification period shall be removed by the City of Elko to accomplish the City's plan for public use of said area.
5. That the applicant further agrees to comply with all applicable codes and ordinances pertaining to the applicant's use of said right-of-way.

**Applicant / Agent**   
(Please print or type)

**Mailing Address**   
Street Address or P.O. Box

City, State, Zip Code

Phone Number:

Email address:

**SIGNATURE:**

---

**FOR OFFICE USE ONLY**

File No.: 5-21 Date Filed: 11/15/21 Fee Paid: \$400 ck# 0115

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## Shelby Knopp

---

**From:** Scott A. Wilkinson  
**Sent:** Monday, November 15, 2021 9:42 AM  
**To:** Cathy Laughlin  
**Cc:** Shelby Knopp  
**Subject:** RE: Permit approval

It looks like Deed Harrison approved the application. Correct?

Scott A. Wilkinson  
Assistant City Manager  
City of Elko  
Telephone: 775.777.7211  
Email: sawilkinson@elkocitynv.gov

**From:** Cathy Laughlin  
**Sent:** Monday, November 15, 2021 8:26 AM  
**To:** Scott A. Wilkinson <sawilkinson@elkocitynv.gov>  
**Cc:** Shelby Knopp <sknopp@elkocitynv.gov>  
**Subject:** FW: Permit approval

Scott,  
Walsh properties would like to meet the deadline for the December PC meeting for the rezone, they have also submitted a revocable permit application. They were going to close last week but the seller did not make it back from hunting so they are closing sometime this week. Will this email work for the permission from the owner to allow them to apply even though they will own the property before the PC meeting?

*Cathy Laughlin*  
*City Planner*

(775)777-7160 ph  
(775)777-7219 fax  
[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)

City of Elko  
1751 College Avenue  
Elko, NV 89801

**From:** Christina Assu [<mailto:christinaassu@gmail.com>]  
**Sent:** Friday, November 12, 2021 6:16 PM  
**To:** Cathy Laughlin <[lesaka@frontiernet.net](mailto:lesaka@frontiernet.net)>; Cathy Laughlin <[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)>  
**Subject:** Fwd: Permit approval

Sent from my iPhone

Begin forwarded message:

**From:** [dustyshipp@gmail.com](mailto:dustyshipp@gmail.com)  
**Date:** November 12, 2021 at 5:15:42 PM PST  
**To:** Christina Walsh <[CHRISTINAWALSH.REALTOR@gmail.com](mailto:CHRISTINAWALSH.REALTOR@gmail.com)>  
**Subject:** Fwd: Permit approval

Begin forwarded message:

**From:** "Shirlene Harrison, DC" <[shirleneharrison@gmail.com](mailto:shirleneharrison@gmail.com)>  
**Date:** November 12, 2021 at 2:58:29 PM PST  
**To:** Deed Harrison <[drdeedharrison@gmail.com](mailto:drdeedharrison@gmail.com)>  
**Cc:** Harrison Shirleen <[drshirlene@idealspine.com](mailto:drshirlene@idealspine.com)>, [dustyshipp@gmail.com](mailto:dustyshipp@gmail.com)  
**Subject:** Re: Permit approval

Ok

On Fri, Nov 12, 2021 at 3:50 PM Deed Harrison <[drdeedharrison@gmail.com](mailto:drdeedharrison@gmail.com)> wrote:

That's fine by me. Thank you.

Deed

Sent from my iPhone

> On Nov 12, 2021, at 3:47 PM, [dustyshipp@gmail.com](mailto:dustyshipp@gmail.com) wrote:

>

> Good afternoon. The buyer is wanting to submit the application on Monday for permits. There is a deadline for this that needs to be done for them. Because of our extension I would like to make sure that we request your approval in this matter. This has nothing to do with the purchase and no work will commence on the property obviously prior to close but I would like to make sure that you guys are OK that they submit the applications and plans to the city to get the permitting process started.

>

> Thanks

> Dusty Shipp

> 775-934-5785

--

Yours In Health,

***Shirlene Harrison, DC***  
Ideal Spine Health Center, PLLC  
950 E Riverside Dr  
Eagle, ID 83616  
208.939.2502

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-860-001, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a fiber optic cabinet at the rear of this Well 33 parcel. The proposed easement extends from Idaho Street to the back of this small parcel. BT**
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: **The Deed of Dedication and associated exhibits.**
9. Recommended Motion: **Move to approve the Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-860-001.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

APN 001-860-001

**When Recorded, Mail To:**

City of Elko  
1751 College Avenue  
Elko, Nevada 89801

**DEED OF DEDICATION**  
**(PUBLIC UTILITIES EASEMENT)**

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

**WITNESSETH:**

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive public utilities easement over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the description attached hereto at **Exhibit A (City of Elko Well No. 33 Utility Easement)** and depicted on the map attached hereto at **Exhibit B (Map of Well No. 33 Utility Easement for the City of Elko, Nevada)**, the easement hereby being dedicated for public utilities, such dedication to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

**IN WITNESS WHEREOF**, the Grantor has caused this indenture to be executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

**CITY OF ELKO**

By: \_\_\_\_\_  
**REECE KEENER, MAYOR**



**EXHIBIT A**  
**CITY OF ELKO**  
**WELL NO. 33 UTILITY EASEMENT**

**November 8, 2021**

An easement for utility purposes located within Assessor's Parcel Number 001-860-001, Section 1, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, State of Nevada, being a portion of lands owned by the City of Elko, being 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

**COMMENCING** at the most Westerly corner of City Well No. 33, as shown and delineated on that certain Parcel Map for City of Elko, recorded on June 9, 1987, as Document No. 229410 in the office of the Elko County Recorder, Elko, Nevada, Elko County Official Records, said point being coincident with the Southerly right-of-way of East Idaho Street;

Thence along the Northwesterly Boundary of said City Well No. 33, North 39°10'08" East, a distance of 14.97 feet to Corner No. 1, the **TRUE POINT OF BEGINNING**;

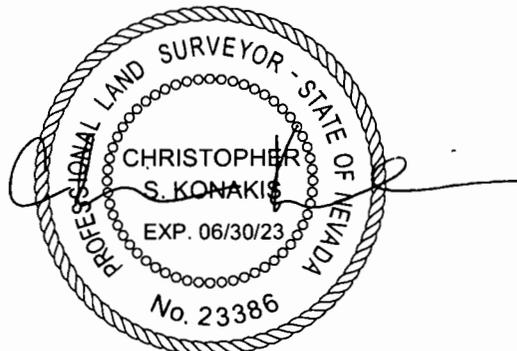
Thence South 50°49'52" East, a distance of 97.70 feet to Corner No. 2, the **POINT OF ENDING**.

Containing 1,466 feet, more or less.

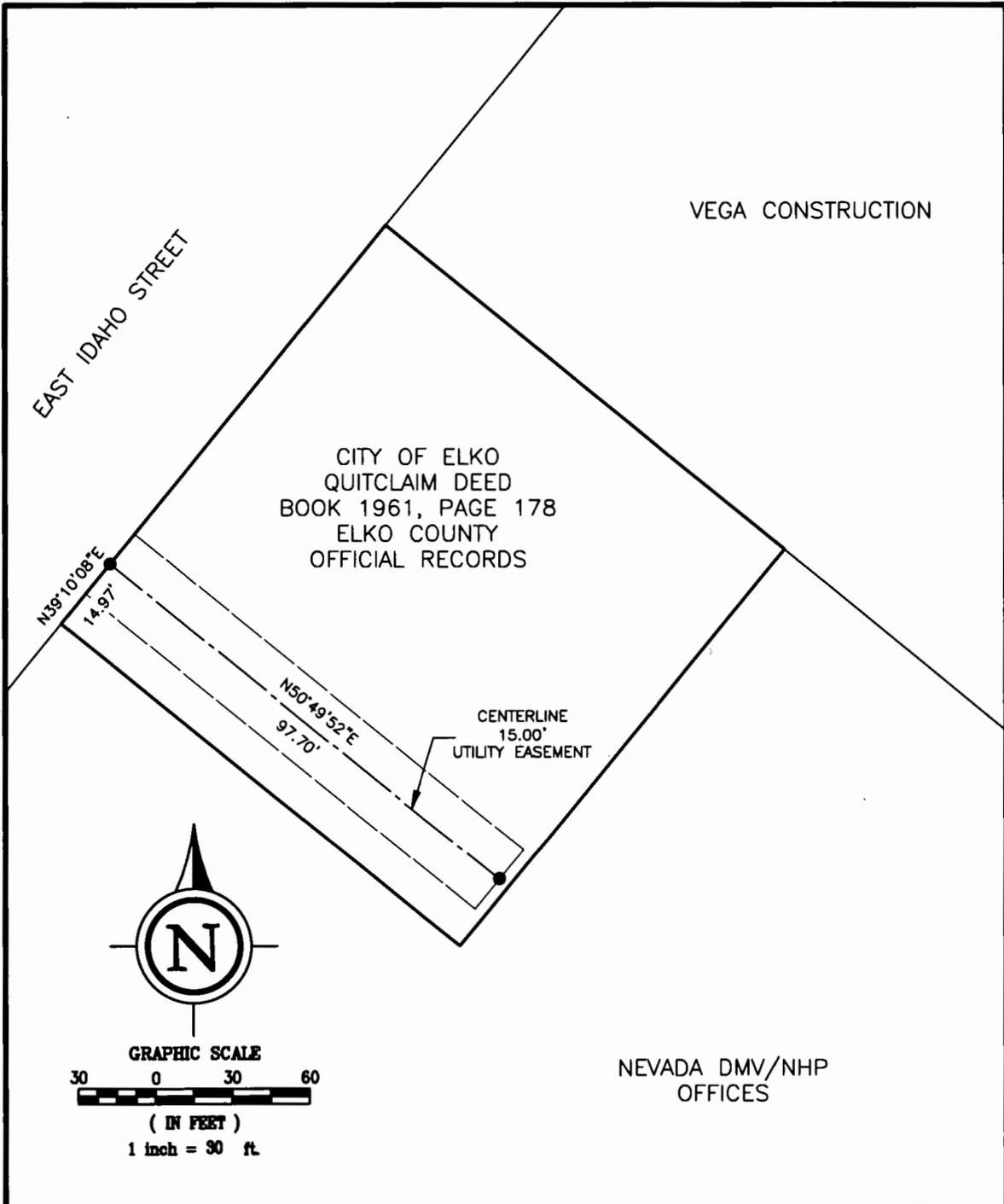
The Basis of Bearings is based on said Parcel Map recorded as Document No. 229410 in the Official Records of Elko County, the Southerly right-of-way of East Idaho Street thereof having the bearing of North 39°10'08" East.

Reference is hereby made to Exhibit B, attached hereto and made a part hereof.

Prepared By:  
Farr West Engineering  
Christopher S. Konakis, PLS 23386  
421 Court Street  
Elko Nevada 89801



11/8/2021



**FARR WEST**  
**ENGINEERING**  
421 COURT STREET  
ELKO, NEVADA 89801  
PHONE: (775) 738-2121  
FAX: (775) 738-7955

**EXHIBIT B**  
MAP OF WELL NO. 33  
UTILITY EASEMENT FOR THE CITY OF ELKO  
SECTION 1, TOWNSHIP 34 NORTH, RANGE 55 EAST  
CITY OF ELKO STATE OF NEVADA

JOB NO. 6156.001  
SHEET 1 OF 1

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and consideration to initiate an ordinance to review and revise Title Five Chapter 3: Animal and Fowl of the Elko City Code, and matter related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Officer Litchfield was recently employed as the new Animal Control Officer. In her review of the City Code she noticed many areas' that needed clarification. She met with Attorney Tom Coyle, City Clerk Kelly Wooldridge, and Animal Shelter Manager Karen Walther to review the code and possible changes. 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: **None**
9. Recommended Motion: **Approve the initiation of an ordinance to revise Title V, Chapter Three of the Elko City Code.**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **Officer Litchfield, Karen Walther, Tom Coyle**
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve an Inter-Local Agreement between the City and Elko County to allow each jurisdiction to issue building permits, conduct inspections, and perform plan reviews for County or City Projects located in the other entities jurisdiction, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Elko County and the City of Elko are seeking to enter an agreement to allow each jurisdiction to issue building permits, conduct inspections, and perform plan reviews for County or City Projects located in the other entities jurisdiction. The County Commission approve the agreement at its meeting on November 3, 2021. SAW**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed Inter-Local Agreement, Email from Elko County**
9. Recommended Motion: **Approve an Inter-Local Agreement between the City and Elko County to allow each jurisdiction to issue building permits, conduct inspections, and perform plan reviews for County or City Projects located in the other entities jurisdiction.**
10. Prepared by: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal, Building Department**
12. Council Action:
13. Agenda Distribution:

## AGREEMENT

This Agreement entered on \_\_\_\_\_, 2021 is between Elko County, a political subdivision of the State of Nevada (County) and the City of Elko, a political subdivision of the State of Nevada (City).

NRS 277.180(1) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

NRS 277.090 provides that it is the purpose of NRS 277.080 to 277.180, inclusive, to permit local governments to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities; NRS 277.100 includes within the definition of "Public Agency" political subdivisions of the State, including incorporated cities and counties;

The City and the County desire to enter into an inter-local agreement to allow for each entity to perform its own plan reviews, inspections and issue permits for construction on real property owned or leased by the respective entity regardless of whether the real property is within the boundaries of the County or City; and

The Parties understand and acknowledge that each entity is a political subdivision of the State of Nevada and has qualified building inspectors and departments to conduct inspections of buildings and to issue the proper building permits for construction.

As such, the Parties agree to following terms and conditions:

### **Definitions:**

1. **City:** "City" means the City of Elko, Nevada, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.
2. **County:** "County" means the County of Elko, Nevada, a political subdivision of the State of Nevada, and all of the territory lying with the boundaries of the County as presently existing or as such boundaries may be modified during the Term.
3. **Term:** "Term" means the period of time between the Effective Date and termination of this Agreement.

### **County Property:**

City agrees to allow County to issue building permits, conduct inspections and plan reviews of construction related to buildings and structures located on real property owned or leased by County within the boundaries of the City. The County agrees to allow the City to review all site development and agrees that City approvals are required for all site development.

### **City Property:**

County agrees to allow City to issue building permits, conduct inspections and plan reviews of all construction located on real property owned or leased by the City within the boundaries of the County.

### **Notice of Activity:**

The parties agree to provide notice to the other party of any building permits, site development, plan reviews or inspections in the other party's jurisdiction.

### **Building Code:**

The parties agree to apply the building code of the jurisdiction where the project is located and apply all applicable City Codes to any site development.

### **Indemnification for City:**

To the fullest extent permitted by law, the County shall, during and after the term of this agreement, indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses and expenses, including without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the County, its officer, employee and agents in performing any inspections or issuing building permits for construction.

### **Indemnification for County:**

To the fullest extent permitted by law, the City shall, during and after the term of this agreement, indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses and expenses, including without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the City, its officer, employee and agents in performing any inspection or issuing building permits for construction.

### **Immunities:**

The City and County agree to recognize, as against the other, all immunities provided to the State of Nevada and political subdivisions of the State of Nevada as described in Chapter 41 of the Nevada Revised Statutes, with respect to claims arising under this Agreement. The parties do not waive any sovereign immunity except as necessary for

enforcement of the specific terms of this Agreement. Nothing contained herein shall be construed as giving rise to any third-party cause of action against the City or County, except as specifically stated herein, to include the enforcement authority of the State of Nevada.

**Term:**

The term of this Agreement shall be for ten (10) years. The Parties may agree to renew this Agreement, but all renewals shall be in writing and signed by an authorized agent of the Parties. All subsequent renewals shall be for an additional ten (10) years, unless otherwise specified in a renewal.

**Costs:**

The Parties agree that all costs associated with performing any and all functions under this Agreement shall be the sole responsibility of the entity performing such function and that neither party will charge the other party any fees associated with performing any inspection, issuing any permit, or performing any other function under this agreement.

**Supervisory Authority:**

The City and County shall each have the exclusive right to supervise their own personnel, employees, officers, agents and designee engaged in the performance of employment or official duties in relation to this Agreement.

**Termination:**

Either party may terminate this Agreement at any time by providing the other party with a notice of intent to terminate the agreement. The Agreement will terminate 30 days after notice is provide pursuant to this Agreement.

**Notices:**

Under this Agreement, whenever provision is made for notice of any kind, it shall be deemed sufficient notice, and service thereof if the notice is in writing and is deposited in the mail in the properly stamped envelope to be delivered by certified mail, address as follows:

If to the County	Attention: County Manager Elko County 540 Court St., Suite 101 Elko, Nevada 89801
------------------	--

If to the City	Attention: City Manager City of Elko 1751 College Avenue Elko, Nevada 89801
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Changes in the respective addresses to which such notices shall be directed may be made from time to time by any party. Notice of any such change in address shall be directed to the other parties in writing by certified mail.

**Applicable Law, Jurisdiction and Venue:**

This Agreement, claims arising in relation to this Agreement and the rights of the parties hereunder shall be interpreted under the laws of the State of Nevada. The Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have exclusive jurisdiction and venue over any disputes arising under this Agreement.

**Paragraph Headings:**

The paragraph headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

**Entire Agreement:**

This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained herein, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing and signed by authorized officials of the City and County.

**Severability:**

Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.

**No Waiver:**

No waiver of any right under this Agreement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

**Rights, Remedies and Benefits Cumulative:**

It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits, nor of any other rights, remedies and benefits-allowed by law.

**Recordation and Filing:**

This Agreement will be recorded with the Elko County Recorder and filed with the Nevada Secretary of State. Each undersigned certifies that they have read, understand and accept the term and conditions this Agreement.

Elko County

City of Elko

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Kristine Jakeman  
Elko County Clerk

\_\_\_\_\_

**Scott A. Wilkinson**

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**From:** Michele Petty <mpetty@elkocountynv.net>  
**Sent:** Tuesday, November 16, 2021 3:51 PM  
**To:** Scott A. Wilkinson  
**Subject:** MOU Agreement  
**Attachments:** Agreement Between City of Elko and Elko County Regarding Plan Reviews, Inspections and Permits of Jurisdictional Building Projects.docx

Here's the agreement. The Commissioners approved it on November 3, 2021. Thanks! Michele

---

Michele Petty  
Executive Assistant  
Elko County Manager's Office  
Nannini Administration Building  
540 Court Street, Suite 101  
Elko, Nevada 89801  
Phone: 775.738.5398  
Fax: 775.753.8535  
E-mail: [mpetty@elkocountynv.net](mailto:mpetty@elkocountynv.net)  
Web: [www.elkocountynv.net](http://www.elkocountynv.net)



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) through the Department of Homeland Security to purchase a Heavy Rescue Special Operations Vehicle, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like to apply for the 2021 FEMA Regional Assistance to Firefighters Grant. The application would apply for a new Heavy Rescue Special Operations Vehicle. This apparatus will increase firefighter safety and health, emergency response and scene capabilities, provide greater storage and personnel carrying capacity and reduce our current trailer inventory for each special operation discipline. The AFG Program has listed this item as high priority for grant funding this year. There is a 10% match by the City and County Fire Protection District with a vehicle price yet to be determined. JS**
6. Budget Information:  

**Appropriation Required: TBD**  
**Budget amount available: N/A**  
**Fund name: Capital Equipment**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to apply for a Regional Assistance to Firefighters grant through the Federal Emergency Management Agency Assistance to Firefighters Grant for a Heavy Rescue Specialty Operations Vehicle.**
10. Prepared by: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) through the Department of Homeland Security for Mobile radio and mobile repeater communication devices, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like to apply for the 2021 FEMA Assistance to Firefighters Grant. The application would apply for 11 mobile radios and accessories and 3 mobile repeaters. These radios will enhance firefighter safety, emergency communications and interoperability with Elko PD, Elko Ambulance and our mutual aid partners. The AFG Program has listed this item as high priority for grant funding this year. Total amount of the grant would be no more than \$50,000 with a 10% match by the City. JS**
6. Budget Information:  

**Appropriation Required: \$5,000**  
**Budget amount available: N/A**  
**Fund name: Fire Dept. Operations**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to apply for the Assistance to Firefighters grant for no more than \$50,000 through the Federal Emergency Management Agency Assistance to Firefighters Grant.**
10. Prepared b: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve an Agreement to Share Appraisal Cost between the City and Union Pacific Railroad (UPRR) relating to the possible acquisition of approximately 78.253 acres, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **20 Minutes**
5. Background Information: **Staff and the City's Legal Counsel, in conjunction with UPRR, have drafted an Agreement to Share Appraisal Cost in relation to the possible acquisition of approximately 78.253 acres of area formerly utilized for railroad operations. The area is comprised of two separate areas: approximately 28.426 acres are designated as "Area A" and are located on the west end of the City, and approximately 49.827 acres are designated as "Area B" and are located on the east end of the City. The Agreement to Share Appraisal Cost generally provides that each party shall incur 50% of the appraisal cost. SAW**
6. Budget Information:  
    Appropriation Required: **\$25,000 Estimated TBD**  
    Budget amount available: **N/A**  
    Fund name: **RDA or General Fund TBD**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed Agreement to Share Appraisal Cost**
9. Recommended Motion: **Approve the Agreement to Share Appraisal Cost with UPRR and direct the Mayor to execute the agreement on behalf of the City.**
10. Prepared by: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal, City Manager, Union Pacific Railroad**
12. Council Action:
13. Agenda Distribution: **Mr. Rick Harris**  
    **RHARRIS@up.com**

THOMAS J. COYLE, JR.  
tomcoyle@elkolawyers.com

DAVID M. STANTON  
davidstanton@elkolawyers.com

LAUREN A. LANDA  
laurenlanda@elkolawyers.com

LAW OFFICES  
**GOICOECHEA, DI GRAZIA,  
COYLE & STANTON, LTD.**  
A PROFESSIONAL CORPORATION

NANCY PORTER  
nancyporter@elkolawyers.com

OF COUNSEL  
GARY E. DI GRAZIA  
gdigrazia@frontiernet.net

November 1, 2021

Jason Sokolewicz, Director - Real Estate  
Union Pacific Railroad Company  
1400 Douglas Street, MS 1690  
Omaha, NE 68179

**RE: City of Elko/Union Pacific Railroad Company  
Agreement to Share Appraisal Cost**

Dear Mr. Sokolewicz:

This purpose of this letter is to set forth the terms of an agreement between the City of Elko (the "City") and Union Pacific Railroad Company ("UPRR") to equally share the cost of an appraisal for certain real property located in the City of Elko, Elko County, State of Nevada, described at **Enclosure 1** and shown on the maps at **Enclosure 2** (hereinafter the "Property"):

The terms and conditions of this letter agreement are as follows:

1. A properly licensed and qualified appraiser will be jointly selected by the City and UPRR.
2. Any contracts to be signed for the purpose of engaging the services of the appraiser shall be jointly signed by the City and UPRR.
3. The appraiser will be directed to develop an appraisal of and prepare a supporting report estimating fair market value for the Property (collectively, "Appraisal") in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and any specific laws and regulations applicable to the appraisal of the Property.
4. The appraiser will be directed to submit all invoices simultaneously to the City and UPRR.
5. The City and UPRR shall each pay fifty percent (50%) of the amount stated on each invoice directly to the appraiser in accordance with the appraiser's payment instructions. In the event either party fails to pay the appraiser in accordance with the preceding sentence, the other party may pay the appraiser and obtain prompt reimbursement from the non-paying party. Notwithstanding the foregoing, the parties may jointly (but not individually) protest and challenge any amount determined to have been improperly charged by the appraiser.

6. Neither the City nor UPRR shall be obligated to pay any amounts to the appraiser which are not stated on invoices from the appraiser in relation to the Appraisal.

7. The purpose of the Appraisal is to aid the parties in determining the fair market value of the Property for the purpose of a possible sale from UPRR to the City. However, neither the City nor UPRR shall be required to accept the Appraisal prepared by the appraiser for any purpose. Additionally, if the City and UPRR elect to not proceed with the above-referenced transaction, UPRR will be allowed to retain the Appraisal for UPRR's discretionary use.

8. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by electronic mail, or (d) by a commercial overnight courier that guarantees next-day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the City:           Elko City Manager  
                                  Attn: Curtis Calder  
                                  1751 College Avenue  
                                  Elko, Nevada 89801  
                                  Email: ccalder@elkocitynv.gov

If to UPRR:                Jason Sokolewicz, Director - Real Estate  
                                  Union Pacific Railroad Company  
                                  1400 Douglas Street, MS 1690  
                                  Omaha, Nebraska 68179  
                                  Email: jasonsokolewicz@up.com

or to such other address as either party may from time-to-time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by electronic mail shall mean notice which has been received by the party to whom it is sent as evidenced by an electronic read receipt.

9. This letter agreement constitutes the entire agreement between the City and UPRR pertaining to the retention of an appraiser and payment for an appraisal of the Property, and supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the parties with respect to such matters, whether written or oral.

10. The language in this letter agreement shall be construed as to its fair meaning and not strictly for or against either party. This letter agreement may be modified only by a writing signed by both the City and UPRR.

11. If either the City or UPRR fails to perform any obligation under this letter agreement or if a dispute arises between the parties concerning the meaning or interpretation of any provision of this letter agreement, and an action is filed, the prevailing party in such action shall be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and attorney's fees and disbursements, including such incurred in connection with any appeal.

12. This letter agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on both UPRR and the City (subject to approval or ratification by the Elko City Council).

13. This letter agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns; provided, no rights or obligations of either party may be assigned without the prior written consent of the other party.

14. This letter agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

15. This letter agreement shall only bind the City upon approval or ratification by the Elko City Council.

16. There are no third-party beneficiaries of this letter agreement. In no event may the appraiser retained by the parties have the right to enforce this letter agreement against either party hereto.

Sincerely,



DAVID M. STANTON

**CITY AGREEMENT:**

\_\_\_\_\_  
REECE KEENER, MAYOR

**ATTEST:**

\_\_\_\_\_  
KELLY WOOLDRIDGE, CITY CLERK

**UPRR AGREEMENT:**

I hereby acknowledge that I have read the foregoing, that I approve the same and

that my signature constitutes the agreement of UPRR to the terms and conditions hereof.

  
\_\_\_\_\_  
**JASON SOKOLEWICZ**  
Director - Real Estate  
Union Pacific Railroad Company

Date: 11/10/2021

DMS:  
Enclosures as stated.

**ENCLOSURE 1**

**UNION PACIFIC RAILROAD TO THE CITY OF ELKO –EAST END**

**October 13, 2010**

A Parcel of land located in Sections 11 & 14, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, being a portion of the Union Pacific Railroad Right of Way as shown on the Record of Survey for the City of Elko Railroad Relocation Project on file in the Office of the Elko County Recorder, Elko, Nevada as File No. 237417, more particularly described as follows:

Commencing at the found street monument at the centerline intersection of Court Street and 13th Street, a point from which the found street monument at the centerline intersection of Court Street and 11th Street bears S 41° 58' 17" W, 760.30 feet, thence S 41° 58' 17" W, 380.15 feet along the centerline of said Court Street, to a point being the centerline intersection of said Court Street and 12th Street, thence S 48° 01' 52" E, 460.33 feet, along the centerline of said 12th Street to a point, thence N 41° 59' 02" E, 40.00 feet, to Corner No. 1, a point being on the Northeasterly Right of Way of said 12th Street, and also being on the Northerly Right of Way of the Union Pacific Railroad, the True Point of Beginning;

Thence continuing N 41° 59' 02" E, 6159.35 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 2;

Thence S 48° 00' 58" E, 110.00 feet, to Corner No. 3, a point being 100.00 feet left or Northwesterly of centerline "S2", as shown on the right of way plans for the City of Elko Railroad Relocation;

Thence from a tangent bearing S 41° 59' 02" W, on a curve to the left, with a radius of 3909.75 feet, through a central angle of 15° 29' 45", for an arc length of 1057.40 feet, along the line 100.00 feet left or Northwesterly of said centerline "S2", to Corner No. 4;

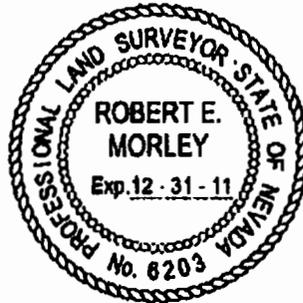
Continued on Page 2

Continued from Page 1  
Union Pacific Railroad to the City of Elko-East End

Thence S 26° 29' 17" W, 553.51 feet, along the said line 100.00 feet left or  
Northwesterly of centerline "S2", to Corner No. 5, a point on the Southerly Right of Way  
of the Union Pacific Railroad;

Thence S 41° 59' 02" W, 4581.29 feet, along the said Southerly Right of Way of the  
Union Pacific Railroad, to Corner No. 6, a point being on the said Northeasterly Right of  
Way of 12th Street;

Thence N 48° 01' 52" W, 400.00 feet, along the said Northeasterly Right of Way of  
12th Street, to Corner No. 1, the point of beginning, containing 49.827 acres, more or less.



**UNION PACIFIC RAILROAD TO THE CITY OF ELKO –WEST END**

October 13, 2010

A Parcel of land located in Section 15, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, being a portion of the Union Pacific Railroad Right of Way as shown on the Record of Survey for the City of Elko Railroad Relocation Project on file in the Office of the Elko County Recorder, Elko, Nevada as File No. 237417, more particularly described as follows:

Commencing at the found street monument at the centerline intersection of Commercial Street and 3rd Street, a point from which the found street monument at the centerline intersection of Court Street and 3rd Street bears N 48° 01' 53" W, 760.29 feet, thence N 48° 01' 53" W, 120.00 feet along the centerline of said 3rd Street, to Corner No. 1, a point being on the Southerly Right of Way of the Union Pacific Railroad, the True Point of Beginning;

Thence S 41° 58' 07" W, 190.00 feet, along the said Southerly Right of Way of the Union Pacific Railroad, to Corner No. 2;

Thence S 48° 01' 53" E, 50.00 feet, along the said Southerly Right of Way of the Union Pacific Railroad, to Corner No. 3;

Thence S 41° 58' 07" W, 150.00 feet, along the said Southerly Right of Way of the Union Pacific Railroad, to Corner No. 4;

Thence S 48° 01' 53" E, 51.46 feet, along the said Southerly Right of Way of the Union Pacific Railroad, to Corner No. 5;

Thence from a tangent bearing S 53° 25' 51" W, on a curve to the right, with a radius of 5920.00 feet, through a central angle of 14° 42' 30", for an arc length of 1519.72 feet, along the said Southerly Right of Way of the Union Pacific Railroad, to Corner No. 6;

Continued on Page 2

Continued from Page 1  
Union Pacific Railroad to the City of Elko-West End

Thence S 68° 08' 21" W, 1425.45 feet, along the said Southerly Right of Way of the Union Pacific Railroad, to Corner No. 7, a point being on the Westerly Right of Way of a Street Easement granted to the City of Elko in Book 745 at Page 960, Elko County Official Records;

Thence N 54° 08' 38" W, 445.58 feet, along the Westerly Right of Way of said Street Easement, to Corner No. 8;

Thence from a tangent bearing N 54° 08' 38" W, on a curve to the left, with a radius of 50.00 feet, through a central angle of 57° 43' 01", for an arc length of 50.37 feet, along the Westerly Right of Way of said Street Easement, to Corner No. 9, a point being on the Northerly Right of Way of the Union Pacific Railroad;

Thence N 68° 08' 21" E, 1705.71 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 10;

Thence from a tangent bearing N 68° 08' 21" E, on a curve to the left, with a radius of 5520.00 feet, through a central angle of 13° 00' 38", for an arc length of 1253.47 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 11;

Thence S 48° 02' 29" E, 143.69 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 12;

Thence N 57° 12' 31" E, 41.46 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 13;

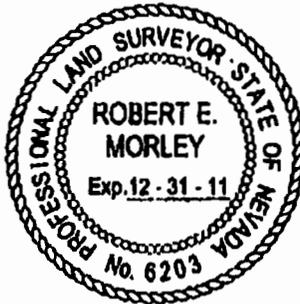
Thence S 48° 02' 29" E, 20.69 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 14;

Thence N 41° 58' 07" E, 380.28 feet, along the said Northerly Right of Way of the Union Pacific Railroad, to Corner No. 15, a point being on the centerline of said 3rd Street;

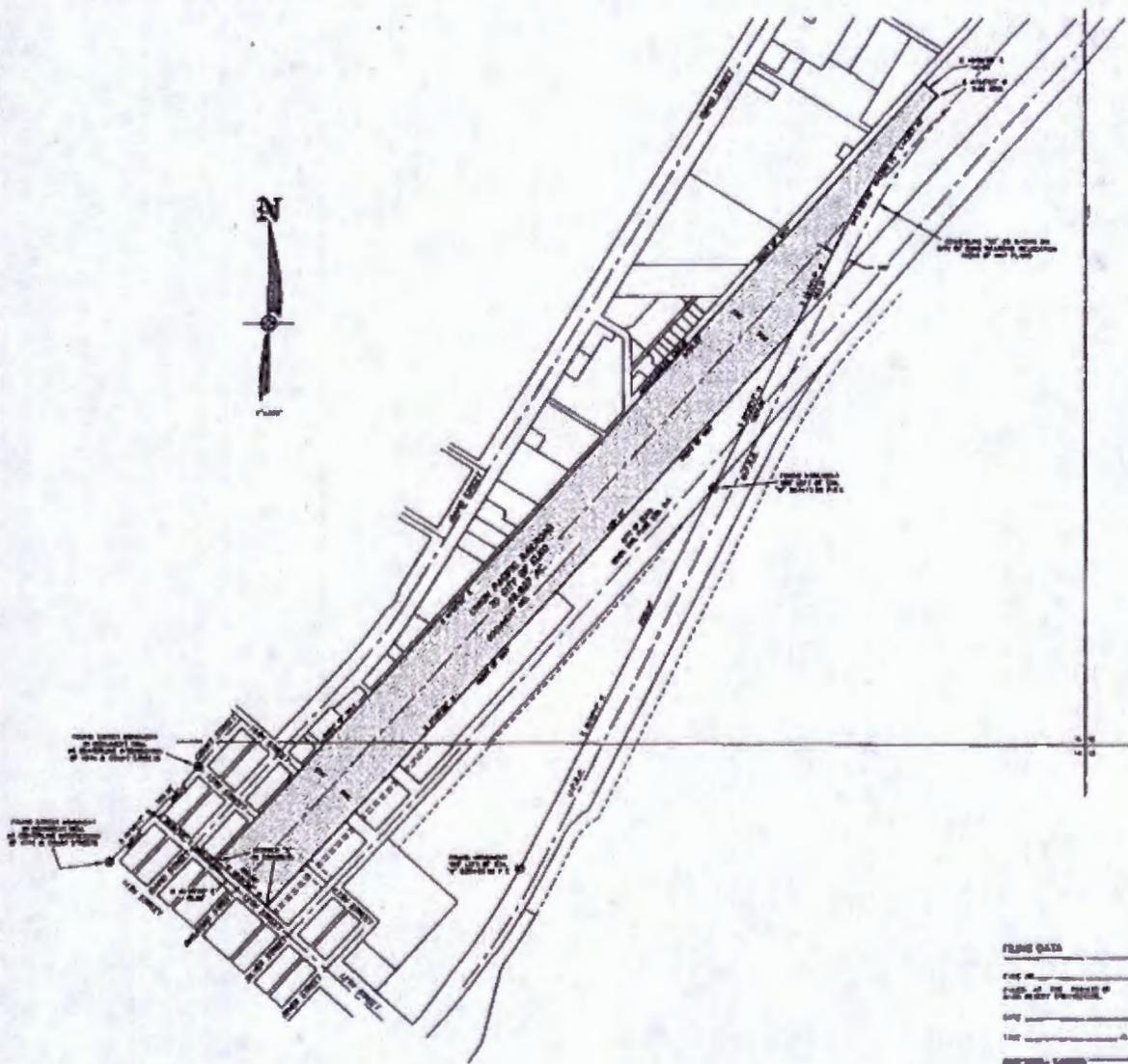
Continued on Page 3

Continued from Page 2  
Union Pacific Railroad to the City of Elko-West End

Thence S 48° 01' 53" E, 150.16 feet, along the said centerline of 3rd Street, to  
Corner No. 1, the point of beginning, containing 28.426 acres, more or less.



**ENCLOSURE 2**



**SURVEYOR'S CERTIFICATE**

I, ROBERT E. HENRY, a duly qualified and licensed Surveyor of the State of Nevada, do hereby certify that the above described survey was made by me or under my direct supervision and that the same was made in accordance with the laws of the State of Nevada, and that the same was made on or about the 15th day of August, 1928.



ROBERT E. HENRY, S. L. E. 2101

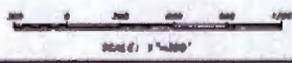
**NOTES**

1. The survey was made by me or under my direct supervision and that the same was made in accordance with the laws of the State of Nevada, and that the same was made on or about the 15th day of August, 1928.

2. The survey was made by me or under my direct supervision and that the same was made in accordance with the laws of the State of Nevada, and that the same was made on or about the 15th day of August, 1928.

**LEGEND**

- ⊙ = POINT MARKED AS WELD
- = ALL OTHER POINTS MARKED BY THE SURVEYOR OR HIS ASSISTANT
- = CALCULATED POINT ONLY, OTHER POINTS BY ALL



FIELD DATA  
 DATE \_\_\_\_\_  
 NAME OF THE SURVEYOR \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_

<b>RECORD OF SURVEY</b>	
FOR <b>UNION PACIFIC RAILROAD</b>	
OF <b>SECTION 11 &amp; 14, T.34 N., R.22 E., M.D.B. &amp; M.</b>	
<b>CITY OF ELKO, NEVADA</b>	
HIGH SURVEY ENGINEERING, INC. 2101 1ST STREET ELKO, NEVADA 89801 2782 728-8882	<b>210039</b>



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve a conditional Purchase and Sale Agreement between the City and Union Pacific Railroad (UPRR) for the possible acquisition of approximately 78.253 acres, subject to the completion of certain items prior to or at the time of closing, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **20 Minutes**
5. Background Information: **Staff and legal counsel, in conjunction with UPRR, have drafted a proposed Purchase and Sale Agreement (PSA) for the acquisition of approximately 78.253 acres of real property formerly utilized by UPRR and its predecessors for railroad operations. The real property is comprised of two separate areas: approximately 28.426 acres, designated as “Area A,” are located on the west end of the City, and approximately 49.827 acres, designated as “Area B,” are located on the east end of the City. The conditional PSA requires the satisfaction of several terms and conditions, to include the completion of certain exhibits, prior to closing. The parties have also not yet agreed upon a purchase price, which is a material term of the PSA. Those requirements are detailed in a staff memo to the City Council dated December 3, 2021. SAW**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Memo to Council dated December 3, 2021, and Proposed Purchase Sale Agreement.**
9. Recommended Motion: **Move to approve the conditional Purchase and Sale Agreement with Union Pacific Railroad Company (UPRR) as presented, subject to the following items, each of which must be completed, or approved or ratified by the City Council prior to closing:**
  - A. **Agreement on the purchase price;**
  - B. **Completion of updated surveys for Area A and Area B, to be added as exhibits to the PSA at or prior to closing;**
  - C. **Completion of a feasibility study per the PSA;**

Agenda Item V. H.

- D. Preparation of all conveyance documents by UPRR in a form satisfactory to the City, to include a quit claim deed and assignments of all leases and/or licenses, with rentals and license fees appropriately pro-rated;**
- E. Approval of the final PSA, including exhibits, by an authorized official on behalf of UPRR;**
- F. Receipt by the City of all governmental approvals required for the transaction per the PSA;**
- G. Authorization for the City to pay to UPRR the sum of \$36,675.82 at closing, without offset, for removal of the Strong Licenses without further liability to the City; and**
- H. Authorization for the City to pay to UPRR the sum of \$179,500.00 at closing, without offset, for termination of the Clear Channel Agreement without further liability to the City.**

**All other terms and conditions set forth in the PSA shall remain the same at closing unless otherwise agreed in writing by the parties.**

- 10. Prepared by: Scott A. Wilkinson, Assistant City Manager**
- 11. Committee/Other Agency Review: Legal, City Manager, Union Pacific Railroad**
- 12. Council Action:**
- 13. Agenda Distribution: Mr. Rick Harris  
[RHARRIS@up.com](mailto:RHARRIS@up.com)**



City of Elko - Assistant City Manager  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7211  
FAX (775) 777-7219

## Memorandum

To: City Council  
From: Scott A. Wilkinson – Assistant City Manager *SAW*  
RE: Union Pacific Rail Road – Purchase Sale Agreement  
Cc: City Manager  
Date: December 3, 2021

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This memo details the City's obligations and potential costs, excluding the purchase price for the area, required under the proposed Appraisal Agreement and the proposed Purchase Sale Agreement.

### Appraisal Agreement - \$25,000

Dated November 1, 2021

Appraiser – Jointly selected.

Cost of appraisal shared evenly by both parties. The cost to the City is estimated to be **\$25,000.00**.

Acceptance of appraisal will require City Council action.

Appraisal may be rejected by either party.

### Purchase Sale Agreement - \$316,175.82 + Purchase Price TBD

**Section 1 Purchase and Sale of the Property** – Area A and Area B total approximately 78.253 acres

**Section 2 Purchase Price** – TBD by appraisal and agreed upon by both parties under separate agreement.

**Section 3 Earnest Money Deposit; Balance of Purchase Price** – Earnest Money **\$5000.00** paid by Buyer to Seller on Execution Date. Earnest money applied to purchase. Earnest money to be returned if Buyer terminates process under Section 4(c) or is Seller's Management approval is not granted within 60 days after expiration of feasibility period under Section 4(d). Balance of purchase due at closing.

#### **Section 4 Conditions Precedent to Sale**

(a) – Update Surveys, required within 120 days. Cost to Buyer. Estimated **\$20,000.00**

(b) – Feasibility Period, 90-day period after execution of the agreement.

(c) – Documents to effect Conveyance, Seller not to incur costs associated with process.

Buyer may terminate process prior to expiration.

(d) – Seller’s Management approval, requires Seller’s Management approval for terms and conditions of the transaction.

(e) – Government approvals, requires Buyer to incur cost and expenses in obtaining government approvals.

(f) - Strong Agreement Fee, Buyer to pay Seller, at closing, **\$36,675.82** for removal of Strong Licenses

(g) - Signboard Fee, Buyer to pay Seller, at closing, **\$179,500.00** for withdrawal of Clear Channel Agreement.

**Section 5 Closing** - Within 30 days of government approvals. Buyer shall deliver purchase prices (less earnest money), potential taxes due, Strong Withdrawal Fee, Signboard Valuation Fee, Deed and Assignment and Assumption.

**Section 6 Title** - Executed by Quitclaim Deed

**Section 7 Assignment of Identified Licenses** – Seller to assign Buyer right, title and interest in and to the licenses and agreements. Rentals and other payments are prorated.

**Section 8 Intentionally Omitted**

**Section 9 Post-Sale Covenants** –Both Areas A and B will have use restrictions. Section 9(b)(i) requires Buyer, at its cost, to install fencing, within 60 days, on the northeasterly boundary of Area B. The cost for installation is estimated at **\$75,000.00**.

**Section 10 As Is: Release and Indemnity** – N/A

**Section 11 Default; Liquidated Damages** – Buyer surrenders earnest money if Buyer defaults on the agreement. No other liquidated damages are due in the event of Buyer default.

**Section 12 Notices** – N/A

**Section 13 Assignment** – Buyer shall not assign agreement without written consent of Seller.

**Section 14 Condemnation** – agreement may be terminated under eminent domain proceedings.

**Section 15 Waiver of Breach** – N/A

**Section 16 Time of the Essence** – N/A

**Section 17 Law Governing** – Laws of State of Nevada. Disputes shall be resolved in Fourth District Court of Elko County.

**Section 18 Merger** – With the exception of Section 4(b), 6(b), 9, 10,19 and 21 all other terms of the agreement are to be into the Deed delivered by Seller.

**Section 19 No Brokers** – Addresses potential claims by third parties for brokerage commissions or like payment.

**Section 20** – Subject to Section 13, the agreement is binding on successors or assigns.

**Section 21 Special Provision** – NA

**Section 22 Tax-Deferred Exchange** – NA

**Section 23 Not an Offer** - NA

**Section 24 Severability** - NA

**Section 25 Entire Agreement** - NA

## **Exhibits**

**Exhibit A – Image of Areas and Fence Requirement**

**Exhibit B – Strong Licenses**

**Exhibit C – Quitclaim Deed**

**Exhibit A to Exhibit C** – updated survey required of Buyer within 120 days of agreement execution

**Exhibit B to Exhibit C** – updated survey required of Buyer within 120 days of agreement execution

**Exhibit C to Exhibit C** – Fence

**Exhibit D Assignment/Assumption**

**Exhibit A to Exhibit D** – List of Licenses, Subject to revision dependent on closing

**Exhibit B to Exhibit D** – Legal Description of Area A; updated survey required of Buyer within 120 days of agreement execution

**Exhibit C to Exhibit D** – Legal Description of Area B; updated survey required of Buyer within 120 days of agreement execution

**Exhibit E – Fence, detail of required fencing**

**Exhibit F – Environmental Reports required of Seller within 10 days of agreement execution**

**Exhibit G – Certification of Non foreign Status**

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Execution Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Seller"), and **CITY OF ELKO**, a Nevada municipal corporation, whose address is 1751 College Avenue, Elko, Nevada 89801 ("Buyer"),

IT IS AGREED by and between the parties as follows:

### Section 1. Purchase and Sale of the Property.

Seller agrees to sell and Buyer agrees to purchase, on the terms and conditions of this Agreement, certain portions of real property in the City of Elko, County of Elko, State of Nevada, shown in red crosshatching and collectively identified as "SALE AREA", or individually as "AREA A" and "AREA B" on the print dated June 17, 2020, attached hereto as **Exhibit A** and made a part hereof. For purposes of clarity within this Agreement, "AREA A" and "AREA B" as shown on **Exhibit A** may hereinafter be individually referred to as "Area 'A'" and "Area 'B'" where applicable, or collectively as the "Property".

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use thereof by Buyer, its successors or assigns.

The sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights, whether or not of record, or open and obvious on the ground. Nothing herein shall be interpreted as diminishing the authority of Buyer as a governmental entity and any such provision contained herein shall be void and unenforceable.

### Section 2. Purchase Price.

The purchase price ("Purchase Price") for the Property is \_\_\_\_\_ AND \_\_\_\_/100<sup>TH</sup> DOLLARS (\$\_\_\_\_\_.\_\_\_\_), calculated on the basis of \_\_\_\_\_ and \_\_\_\_/100<sup>th</sup> Dollars (\$\_\_\_\_\_.\_\_\_\_) per gross square foot, and subject to upward or downward adjustment on such basis in the event the Updated Surveys (as defined in Section 4(a)(i) below) secured by Buyer disclose that the total gross square footage of the Property is less than or greater than 3,408,700.68 gross square feet.

**Section 3. Earnest Money Deposit; Balance of Purchase Price.**

(a) Earnest Money Deposit. An Earnest Money Deposit of FIVE THOUSAND AND NO/100<sup>TH</sup> DOLLARS (\$5,000.00) ("Earnest Money Deposit") shall be paid by Buyer to Seller on the Execution Date. This Earnest Money Deposit will be applied to the Purchase Price at Closing (as defined in Section 5 below), and will become nonrefundable upon the expiration of the Feasibility Review Period (as defined in Section 4(b) below), except in the event of a material default by Seller, or the failure of a condition precedent to Buyer's obligations hereunder.

(b) Balance of Purchase Price. At the time of Closing, Buyer shall pay to Seller the balance of the Purchase Price.

**Section 4. Conditions Precedent to Sale.**

This Agreement is subject to the following conditions precedent:

(a) Updated Surveys; Identification of Utility Facilities.

(i) Updated Surveys. Seller acknowledges receipt of the surveys of Area "A" and Area "B" of the Property, each dated September 10, 2010, prepared by Robert E. Morley, Professional Land Surveyor No. 6203 of the State of Nevada, of High Desert Engineering, LLC, 640 Idaho Street, Elko, Nevada 89801 (collectively, "Original Surveys"). Within one hundred twenty (120) days after the Execution Date, Buyer, at its sole cost and expense, shall obtain updated versions of the Original Surveys ("Updated Surveys"). The Updated Surveys, as approved by Buyer and Seller, shall be used by Seller as the basis for preparation of the descriptions of the Property, and for final calculation of the Purchase Price.

(ii) Identification of Utility Facilities. Buyer acknowledges that fiber optic systems, pipelines, and other utility structures (collectively, "Utility Facilities") may be buried on the Property. Before performing any work on the Property for the Updated Surveys, Buyer shall telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any Utility Facilities are buried on the Property. If it is determined that any Utility Facilities are buried on the Property, Buyer shall (i) promptly inform Seller, at the address listed in Section 12 of this Agreement, of the results of its investigation, and (ii) include any such Utility Facilities on the Updated Surveys.

(b) Feasibility Review Period and Studies. Upon execution of this Agreement, Buyer, and its agents and contractors, are granted the privilege for a period of ninety (90) days after the Execution Date ("Feasibility Review Period") of entering upon the Property for the purpose of performing environmental assessments, soil tests, engineering and feasibility studies of the Property as Buyer may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Property. If Buyer wishes to perform any environmental sampling, then Buyer shall (i) before conducting any sampling, provide Seller with Buyer's work plan for

sampling and shall modify the work plan as reasonably requested by Seller, (ii) give Seller reasonable advance notice of the dates when sampling will be conducted so that Seller and/or its consultants have the opportunity to be present, (iii) conduct any sampling in accordance with the work plan referred to under (i) above and with generally accepted environmental engineering standards, and (iv) provide Seller with the draft report on such sampling for Seller's review and comments prior to the report being placed in final form, and give reasonable consideration to such comments. To the extent not prohibited by law, Buyer and its agents and contractors will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials on the Property, Buyer will immediately notify Seller.

If the results of such assessments, tests or studies are unsatisfactory in Buyer's reasonable opinion, Buyer may, at its option, terminate this Agreement by giving Seller written notice of termination before expiration of the Feasibility Review Period. If no such written notice of termination is given by Buyer to Seller before expiration of the Feasibility Review Period, the Property shall be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all environmental assessments, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports shall become the sole property of Seller without cost or expense of Seller (and the contents of such reports shall be kept confidential by Buyer and Buyer's consultants, to the extent not prohibited by law), the Earnest Money Deposit will be returned to Buyer, and this Agreement shall terminate and be without any further force and effect, and without further obligation of either party to the other. Regardless of whether this Agreement is terminated, Buyer shall promptly furnish Seller with a copy of any and all reports on environmental assessments performed for the benefit of Buyer.

Any entry on the Property by Buyer, its agents or contractors, for the purposes set forth in this Section 4(b) shall be subject to the following terms and conditions:

(i) Buyer shall notify Seller in writing at least forty-eight (48) hours prior to the date that each and every such test or inspection is to be conducted on the Property and shall provide evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance shall name Seller as an additional insured;

(ii) Buyer agrees to indemnify, defend and save harmless Seller and/or Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property for the purpose of performing an inspection pursuant to this Agreement by Buyer, Buyer's agents, contractors, servants or licensees prior to Closing;

(iii) Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon said premises, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing;

(iv) If the sale and purchase of the Property does not close, Buyer shall, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer shall reimburse Seller for the cost and expense of the work within thirty (30) days after rendition of bill therefor by Seller; and

(v) Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason, Buyer nevertheless shall be obligated to comply with the provisions of this Section 4(b), where applicable.

(c) Documents Needed to Effect Conveyance. Seller shall cooperate in good faith by executing any documents that are necessary to ensure that the Property can be lawfully conveyed to Buyer; provided, however, that Seller shall not be required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be reasonably acceptable to Seller as to substance and legal form. In no event shall Buyer take any action (nor shall Seller be required to take any action) in connection with such governmental approvals which would (i) affect in any manner whatsoever Seller's adjacent property, if any, (ii) encumber the Property prior to Closing, (iii) obligate Seller as owner of the Property or otherwise to pay money, construct improvements or dedicate any interest in real property, or (iv) detrimentally affect the use of Seller's adjacent property, if any. If Buyer fails to obtain such governmental approvals before the expiration of the Feasibility Review Period, or if the City of Elko or other governmental entity having jurisdiction attaches conditions thereto which are unacceptable to Buyer or Seller, Buyer may terminate this Agreement by giving Seller written notice of termination before the expiration of the Feasibility Review Period. In the event of such termination, the Earnest Money Deposit will be returned to Buyer, and this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

(d) Seller's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with Seller's Management Policy Statement. Notice of approval or disapproval shall be given by Seller to Buyer within sixty (60) days after expiration of the Feasibility Review Period, and failure to give such notice shall be deemed notice of disapproval. If, within such 60-day period the terms of this Agreement are not approved for any reason in accordance with Seller's Management Policy Statement, then this Agreement shall be deemed terminated forthwith. In the event of such termination, the Earnest Money Deposit will be returned

to Buyer, and this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

(e) Government Approvals. Buyer, at its sole cost and expense, shall exercise best efforts to obtain all necessary governmental approval of Seller's sale to Buyer, and Buyer's purchase from Seller of the Property, which will likely be in the form of a Congressional Act validating Seller's sale and quitclaim of the Property to Buyer, or an administrative action by the Bureau of Land Management disclaiming its interest in and to the Property, as well as the written authorization by ordinance or resolution adopted by the City Council of the City of Elko, Nevada (collectively, "Government Approvals"). Seller shall cooperate in good faith by executing all documents needed to effect the sale; provided, however, that Seller shall not be required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be reasonably acceptable to Seller as to substance and legal form. In no event shall Buyer take any action (nor shall Seller be required to take any action) in connection with such Government Approvals which would (i) affect in any manner whatsoever Seller's adjacent property, (ii) encumber the Property prior to Closing, (iii) obligate Seller as owner of the Property or otherwise to pay money, construct improvements or dedicate any interest in real property, or (iv) detrimentally affect the value, use or development of the Property or Seller's adjacent property. If Buyer fails to obtain such Government Approvals within one (1) year after the Execution Date ("Government Approval Period"), or as extended by a written amendment executed by Seller and Buyer, or if the City of Elko or other governmental entity having jurisdiction attaches conditions thereto which are unacceptable to Buyer or Seller, Buyer may terminate this Agreement by giving Seller written notice of termination before the end of the Government Approval Period. In the event of termination pursuant to the foregoing provisions of this Section 4(e), neither party will have any further rights or obligations under this Agreement (except for any surviving obligations).

(f) Strong Agreements. Certain utility facilities are located on the Property pursuant to that certain Agreement for Assignment of Certain Licenses and Agreements between Seller and Strong Capital I ("Strong") dated May 24, 2001, as amended by that certain Amendment dated June 22, 2001 (collectively, "Strong Agreement"), and pursuant to those certain third party agreements listed on **Exhibit B**, attached hereto and made a part hereof (collectively, "Strong Licenses"), where those third party licensees will hereinafter be individually referred to as a "Licensee". Upon Closing, Seller will send or cause to be sent to (1) Strong notice of removal of the Strong Licenses from the Strong Agreement, and (2) each Licensee notice of Seller's election to cause its respective Strong License to be assigned to Buyer if Closing occurs. The notice of withdrawal will be given in accordance with the provisions of the Strong Agreement. The notice of assignment will be given in accordance with the provisions of each Strong License. Seller will have no duty to enforce the obligations of Strong or the Licensee with respect to withdrawal of the utility or the assignment of each Strong License; provided, the Strong Licenses shall be substantially the same as those shown on **Exhibit B** at Closing. The fee of \$36,675.82 ("Strong Withdrawal Fee") required under the Strong Agreement to be paid by Seller to Strong for removal of the Strong Licenses from the Strong Agreement will be paid by Buyer to Seller at Closing.

(g) Withdrawal of the Signboards. Five (5) advertising signboards and appurtenances (collectively, "Signboards") are located on the Property pursuant to Master Signboard Site License Agreement between Seller and Clear Channel ("Clear Channel") dated September 30, 1997 ("Clear

Channel Agreement"). Upon Closing, Seller will send or cause to be sent to Clear Channel notice of withdrawal of the Signboards on the Property from the Clear Channel Agreement. The notice of withdrawal will be given in accordance with the provisions of the Clear Channel Agreement, and the withdrawal will be effective not less than thirty-five (35) days after the notice of withdrawal is sent to Clear Channel. Seller will have no duty to enforce the obligations of Clear Channel with respect to withdrawal of the Signboards, including, without limitation, any obligations of Clear Channel to remove the Signboards after the withdrawal. Seller will, upon request from Buyer, assign to Buyer any of Seller's rights to enforce any such obligations of Clear Channel. Buyer agrees that Clear Channel will have up to thirty (30) days after the effective date of the withdrawal to perform Clear Channel's removal obligations. The fee of One Hundred Seventy-Nine Thousand Five Hundred Dollars (\$179,500.00) ("Signboard Valuation Fee") for Seller's valuation of the Signboards to be withdrawn from the Clear Channel Agreement will be paid by Buyer to Seller at Closing.

### **Section 5. Closing.**

(a) **Closing.** The sale and purchase of the Property shall close ("Closing") within thirty (30) days after the necessary Government Approvals have been granted, or such earlier date to which Seller and Buyer may mutually agree ("Closing Date"). Possession of the Property shall pass to Buyer on Closing. Buyer shall have no right to possession or occupancy of or entry upon any portion of the Property, except as set forth in Section 4(b), and title thereto shall be and remain vested in Seller until Closing.

(b) **Buyer's Closing Deliverables.** At Closing, Buyer shall deliver to Seller the Purchase Price, the Strong Withdrawal Fee, and the Signboard Valuation Fee, less the Earnest Money Deposit, and the following documents as duly executed, and if applicable, acknowledged by Buyer:

- (i) The Deed; and
- (ii) The Assignment and Assumption.

(c) **Seller's Closing Deliverables.** At Closing, Seller shall deliver to Buyer the following documents as duly executed, and if applicable, acknowledged by Seller:

- (i) The Deed;
- (ii) The Assignment and Assumption; and
- (iii) The Certification of Non-Foreign Status (as defined in Section 21 below).

- (d) Buyer's Costs. At Closing, Buyer shall pay the following costs:
- (i) The cost of recording the Deed;
  - (ii) The Nevada State real estate excise tax, if any;
  - (iii) The cost of the required state revenue stamps, if any;
  - (iv) Buyer's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing;
  - (v) The Strong Withdrawal Fee; and
  - (vi) The Signboard Valuation Fee.

(e) Seller's Costs. At Closing, Seller shall pay Seller's pro rata share of real estate taxes (whether general or special) assessed against the Property and due and payable for the year of Closing.

**Section 6. Title.**

(a) Title. Upon Closing, Seller's right, title and interest in and to the Property shall be transferred by Seller to Buyer by a duly executed Quitclaim Deed in the form attached hereto as **Exhibit C** and made a part hereof ("Deed"). Title shall be insurable, free and clear of all liens, encumbrances and reservations other than the following:

- (i) The mineral reservation set forth in Section 1(a) above;
- (ii) The Identified Licenses referred to in Section 7 below;
- (iii) Post-sale covenants referred to in Section 9 below;
- (iv) Non-delinquent real property taxes (whether general or special); and
- (v) Items disclosed in the Updated Surveys and approved or waived by Buyer.

(b) Unidentified Licenses. Buyer acknowledges that the Property may be subject to licenses and other third party rights (collectively, "Unidentified Licenses") that have not been identified by Seller to Buyer after Seller's search of its real estate records. It is the responsibility of Buyer to determine if any of these Unidentified Licenses exist. If any Unidentified License that affects the Property is identified after the Execution Date by either Buyer or Seller, Seller's rights (including, without limitation, any income) and obligations under such Unidentified License will be assigned to and assumed by Buyer at Closing to the extent such Unidentified License affects

the Property by inclusion in the Assignment and Assumption, or any time after Closing if such Unidentified License is discovered by Buyer after Closing.

(c) Intentionally Omitted.

**Section 7. Assignment of Identified Licenses.**

Upon Closing, Seller shall assign to Buyer, and Buyer shall assume, all of Seller's right, title and interest in and to the licenses and other agreements ("Identified Licenses") listed as an exhibit to the form of Assignment and Assumption Agreement ("Assignment and Assumption") attached hereto as **Exhibit D** and made a part hereof, but only to the extent the Identified Licenses affect the Property. Rentals and other payments under the Identified Licenses shall be prorated between Seller and Buyer as of the Closing Date.

**Section 8. Intentionally Omitted.**

**Section 9. Post-Sale Covenants.**

(a) Post-Sale Covenants for Area "A". Area "A" of the Property shall be quitclaimed by Seller subject to the following covenant, condition and restriction, which Buyer, by the acceptance of the Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(i) Restriction on Use. Area "A" of the Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers). The restrictions in this paragraph (a) are collectively known as the "Restricted Uses".

(ii) Release of Restriction on Use. Buyer, its successors or assigns, at its sole cost and expense, may perform remediation of Area "A" of the Property, or a portion thereof, to the extent required by the State of Nevada ("State") to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain a certificate of completion which shall indicate that Area "A" of the Property is suitable for unrestricted use. Upon completion of all remediation required to obtain the certificate, Buyer may request that Seller release the "Restriction on Use" covenant above from the entire Area "A" of the Property or the applicable portion thereof. In doing so, Buyer must provide Seller with analytical data and other evidence satisfactory to Seller to show that Area "A" of the Property, or a portion thereof, is suitable for unrestricted use. Upon review by Seller of information sufficient to meet the aforementioned conditions, Seller shall release the "Restriction on Use" covenant from the entire Area "A" of the Property or the applicable portion thereof, by executing a Release in recordable form and delivering same to Buyer. Seller shall not unreasonably withhold a request

for the release of a "Restriction on Use" covenant. The request for the Release along with supporting documentation should be sent to the following address:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2284-70)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

Notwithstanding any other provision herein, if remediation of Area "A" of the Property is not required by the State, Buyer may request that Seller release the "Restriction on Use" covenant absent the aforementioned certificate of completion. Buyer's request must be supported by analytical data and other evidence satisfactory to Seller. If Seller, in its sole discretion, determines that the analytical data and other evidence is sufficient to warrant unrestricted use of Area "A" of the Property or a portion thereof, then Seller shall release the "Restriction on Use" covenant for Area "A" of the Property, or applicable portion thereof, by executing a Release in recordable form and delivering same to Buyer.

(iii) Clarification Procedure. Should any owner of Area "A" of the Property, or a portion thereof, ever need clarification of whether the Restricted Uses is/are allowed or prohibited, then owner may inquire to the address noted above for written confirmation from Seller of whether a use is allowed or not, and such owner shall provide a recordable document to Seller with the clarification requested by such owner. Seller agrees to execute such recordable document, or provide specific changes to such document, or deny such document (by explaining the use is a "Restricted Use") within twenty (20) days of receipt of a request for clarification from any owner.

(b) Post-Sale Covenants for Area "B". Area "B" of the Property shall be quitclaimed by Seller subject to the following covenants, conditions and restrictions, which Buyer, by the acceptance of the Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(i) Fence. Buyer, at its sole cost and expense, shall install, within sixty (60) days after the date of delivery of the Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Seller adjacent to the Northeasterly boundary of Area "B" of the Property. The fencing or barrier must be of a design and type reasonably satisfactory to Seller and functionally comparable to the fencing described in and depicted on **Exhibit E**, and in compliance with applicable building codes. Buyer shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2284-70)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Seller shall complete such review and make appropriate response to Buyer within twenty (20) days after receipt of such plans by Seller. Seller shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound. The foregoing fence or barrier shall remain in place so long as the adjacent property continues to be actively used as a railroad.

(ii) Railroad Proximity.

(A) Buyer acknowledges that the property abutting the Northeasterly boundary line of Area "B" of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Buyer accepts Area "B" of the Property subject to the existence of the Permitted Effects. By acceptance of Area "B" of the Property, Buyer acknowledges that Seller is not obligated under this Agreement to design, install and/or construct and thereafter maintain any improvements or structures to reduce or limit the Permitted Effects on Area "B" of the Property. Buyer agrees to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of Area "B" of the Property because of the Permitted Effects.

(B) Buyer shall not, and hereby waives all rights to (1) institute legal proceedings against Seller to reduce or lessen the Permitted Effects, and (2) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Seller for all costs incurred by Seller to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(C) If Buyer sells or leases all or any portion of Area "B" of the Property, Buyer shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting Area "B" of the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Seller, to comply with the above covenants.

(iii) Restriction on Use. Area "B" of the Property must not be used for (i) new residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers). The restrictions in this paragraph (a) are collectively known as the "Restricted Uses".

(iv) Release of Restriction on Use. Buyer, its successors or assigns, at its sole cost and expense, may perform remediation of Area "B" of the Property, or a portion thereof, to the extent required by the State of Nevada ("State") to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain a certificate of completion which shall indicate that Area "B" of the Property, or a portion thereof, is suitable for unrestricted use. Upon completion of all remediation required to obtain the certificate, Buyer may request that Seller release the "Restriction on Use" covenant above from the entire Area "B" of the Property or the applicable portion thereof. In doing so, Buyer must provide Seller with analytical data and other evidence satisfactory to Seller to show that Area "B" of the Property is suitable for unrestricted use. Upon review by Seller of information sufficient to meet the aforementioned conditions, Seller shall release the "Restriction on Use" covenant from the entire Area "B" of the Property or the applicable portion thereof, by executing a Release in recordable form and delivering same to Buyer. Seller shall not unreasonably withhold a request for the release of a "Restriction on Use" covenant. The request for the Release along with supporting documentation should be sent to the following address:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2284-70)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

Notwithstanding any other provision herein, if remediation of Area "B" of the Property is not required by the State, Buyer may request that Seller release the "Restriction on Use" covenant absent the aforementioned certificate of completion. Buyer's request must be supported by analytical data and other evidence satisfactory to Seller. If Seller, in its sole discretion, determines that the analytical data and other evidence is sufficient to warrant unrestricted use of Area "B" of the Property or a portion thereof, then Seller shall release the "Restriction on Use" covenant for Area "B" of the Property, or applicable portion thereof, by executing a Release in recordable form and delivering same to Buyer.

(v) Clarification Procedure. Should any owner of Area "B" of the Property, or a portion thereof, ever need clarification of whether the Restricted Uses is/are allowed or prohibited, then owner may inquire to the address noted above for written confirmation from Seller of whether a use is allowed or not, and such owner shall provide a recordable document to Seller with the clarification requested by such owner. Seller agrees to execute such recordable document, or provide specific changes to such document, or deny such document (by explaining the use is a "Restricted Use") within twenty (20) days of receipt of a request for clarification from any owner.

The foregoing covenants, conditions and restrictions shall run with the Property, the burden of which will be binding on the successors and assigns of Buyer, and the benefit of

which will inure to the successors and assigns of Seller. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Section 10. As Is; Release and Indemnity.**

(a) As Is. Buyer and its representatives, prior to the Closing Date, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property was used for railroad, commercial, and industrial purposes. Within ten (10) business days of the Execution Date, Seller shall provide to Buyer all reports (except for those reports or related documentation which are subject to third party confidentiality provisions) in its possession pertaining to the environmental condition of the Property, to include the environmental report(s) ("Environmental Reports") listed on **Exhibit F**, attached hereto and made a part hereof. Seller makes no representation or warranty as to the accuracy or completeness of said Environmental Reports. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY

NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(d) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

(e) Additional and Independent Consideration. The release, indemnity and general allocation of environmental responsibility by Buyer are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Purchase Price.

**Section 11. Default; Liquidated Damages.**

IN THE EVENT THE SALE AND PURCHASE OF THE PROPERTY SHALL FAIL TO CLOSE BECAUSE OF ANY DEFAULT OF BUYER HEREUNDER, THE EARNEST MONEY DEPOSIT SHALL BE AND REMAIN THE PROPERTY OF SELLER AS SELLER'S SOLE REMEDY AND AS LIQUIDATED DAMAGES FOR SUCH DEFAULT BY BUYER, AND THIS AGREEMENT SHALL BE WITHOUT ANY FURTHER FORCE AND EFFECT, AND WITHOUT FURTHER OBLIGATION OF EITHER PARTY TO THE OTHER. SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH DEFAULT BY BUYER WOULD BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN, AND FURTHER, BUYER DESIRES TO LIMIT ITS LIABILITY TO SELLER IN THE EVENT THE SALE AND PURCHASE OF THE

PROPERTY SHALL FAIL TO CLOSE BECAUSE OF ANY DEFAULT OF BUYER  
HEREUNDER.

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

**Section 12. Notices.**

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller: UNION PACIFIC RAILROAD COMPANY  
ATTN: Rick Harris, Manager – Real Estate  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179  
Telephone: (402) 544-8588  
Email: [rharris@up.com](mailto:rharris@up.com)

With copy to: UNION PACIFIC RAILROAD COMPANY  
ATTN: Chris Kelly, General Attorney  
1400 Douglas Street, Mail Stop 1580  
Omaha, Nebraska 68179  
Telephone: (402) 544-4035  
Email: [cbkelly@up.com](mailto:cbkelly@up.com)

Buyer: CITY OF ELKO  
ATTN: Curtis Calder, City Manager  
1751 College Avenue  
Elko, Nevada 89801  
Telephone: (775) 777-7100  
Email: [ccalder@elkocitynv.gov](mailto:ccalder@elkocitynv.gov)

With copy to: GOICOCHEA, DIGRAZIA, COYLE & STANTON, LTD.  
ATTN: David Stanton, City Attorney  
530 Idaho Street  
Elko, Nevada 89801  
Telephone: (775) 738-8091  
Email: [davidstanton@elkolawyers.com](mailto:davidstanton@elkolawyers.com)

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

**Section 13. Assignment.**

Buyer shall not transfer or assign this Agreement or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement.

**Section 14. Condemnation.**

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Section 14, the Purchase Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

**Section 15. Waiver of Breach.**

A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any remedy for a subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**Section 16. Time of the Essence.**

Time is of the essence of this Agreement.

**Section 17. Law Governing.**

This Agreement shall be governed in all respects by the laws of the State of Nevada. Disputes arising under this Agreement shall be resolved in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

**Section 18. Merger.**

The terms, provisions, covenants and conditions contained in this Agreement shall merge into the Deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing, except for the provisions of Section 4(b), 6(b), 9, 10, 19 and 21.

**Section 19. No Brokers.**

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

**Section 20. Successors and Assigns.**

Subject to the provisions of Section 13, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Section 21. Special Provision.**

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. The form of Certification of Non Foreign Status ("Certification of Non Foreign Status") prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached hereto as **Exhibit G** and made a part hereof.

**Section 22. Tax-Deferred Exchange.**

Seller may arrange for the exchange upon the Closing of one or more parcels of property for the Property in order to effect a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and comparable provisions of state statutes. Buyer agrees to cooperate with Seller in connection with any such exchange. Such cooperation by Buyer shall include, but is not limited to, executing documents as reasonably may be required by Seller.

**Section 23. Not an Offer.**

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer. Pursuant to Section 4(e) above, Seller acknowledges that this Agreement must be approved by the City Council of the City of Elko, Nevada to be binding upon Buyer.

**Section 24. Severability.**

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum

extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable in accordance with the intent of the parties.

**Section 25. Entire Agreement.**

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date first herein written.

**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**CITY OF ELKO,  
a Nevada municipal corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**PRINT DATED JUNE 17, 2020  
(TO BE ATTACHED)**



**LEGEND:**

SALE AREA ..... [Red hatched box symbol]

SKYBOARD SITES ..... [Blue dots symbol]

FENCE ..... [X XXX symbol]

UPRRCO. R/W OUTLINED ..... [Dashed line symbol]

CADD FILENAME	0228470.DGN
SCAN FILENAME	0228470_NVV40006.ITIFF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

ELKO, ELKO COUNTY, NV

M.P. 556 to 557 - ELKO SUB.

MAP SP NV V-4 / 6

SCALE: 1" = 900'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 6/17/2020

RRM FILE: 02284-70

**EXHIBIT B**

**LIST OF STRONG LICENSES  
(TO BE ATTACHED)**

**Exhibit 'B'**  
**Union Pacific Railroad Company**  
**Strong Agreements**  
**Sale Folder 2284-70**

<b>AUDIT</b>	<b>FOLDER</b>	<b>PARTY NAME</b>	<b>PURPOSE</b>	<b>COUNTY</b>	<b>CITY</b>	<b>ST</b>	<b>CONTAINED</b>	<b>DISPOSITION</b>	<b>WITHDRAW FEE</b>
S212255	2008-46	SIERRA PACIFIC POWER CO	Wire	ELKO	ELKO	NV	Totally	To Be Assigned	\$2,831.17
SPX2006	2011-15	SIERRA PACIFIC POWER CO	Wire	ELKO	ELKO	NV	Totally	To Be Assigned	\$5,325.52
S211299	1539-72	CITIZENTELCOM	Wire	ELKO	ELKO	NV	Totally	To Be Assigned	\$3,132.23
S196648	1489-34	SIERRA PACIFIC POWER CO	Pipeline	ELKO	ELKO	NV	Totally	To Be Assigned	\$2,302.82
S092877	2007-11	SIERRA PACIFIC POWER COMPANY	Wire	ELKO	ELKO	NV	Totally	To Be Assigned	\$2,610.32
S122651	1500-28	ELKO, CITY OF	Encroachment - Pipeline	ELKO	ELKO	NV	Partially	To Be Assigned	\$3,381.60
S093425	1853-73	ELKO, CITY OF	Pipeline	ELKO	ELKO	NV	Totally	To Be Assigned	\$2,258.45
S175088	1500-29	ELKO, CITY OF	Pipeline	ELKO	ELKO	NV	Totally	To Be Assigned	\$12,088.63
S713734	1540-25	ELKO, CITY OF	Pipeline	ELKO	ELKO	NV	Totally	To Be Assigned	\$2,745.08
S155353	1853-72	ELKO, CITY OF	Pipeline	ELKO	ELKO	NV	Totally	To Be Assigned	\$0.00
<b>Total Strong Withdraw Fee</b>									<b>\$36,675.82</b>

**EXHIBIT C****FORM OF DEED****RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

City of Elko  
 ATTN: Curtis Calder, City Manager  
 1751 College Avenue  
 Elko, Nevada 89801

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*(Space Above For Recorder's Use Only)*

2284-70

**QUITCLAIM DEED****KNOW ALL MEN BY THESE PRESENTS:**

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Southern Pacific Company, a Delaware corporation, successor in interest through merger with Central Pacific Railway Company, a Utah corporation, successor in interest through merger with Central Pacific Railroad Company, a California corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **CITY OF ELKO**, a Nevada municipal corporation, whose address is 1751 College Avenue, Elko, Nevada 89801 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Elko County, State of Nevada, legally described as "AREA 'A' – WEST END" in **Exhibit A** ("Area 'A' Property"), and "AREA 'B' – EAST END" in **Exhibit B** ("Area 'B' Property"), each of which are attached hereto and made a part hereof (collectively, "Property").

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use thereof by Grantee, its successors or assigns.

The Area "A" Property described in **Exhibit A** shall be quitclaimed by Grantor subject to the following covenants, conditions and restrictions, which Grantee, by the acceptance of this Quitclaim Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Area "A" Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers). The restrictions in this paragraph (a) are collectively known as the "Restricted Uses".

(b) Release of Restriction on Use. Grantee, its successors or assigns, at its sole cost and expense, may perform remediation of the Area "A" Property, or a portion thereof, to the extent required by the State of Nevada ("State") to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain a certificate of completion which shall indicate that the Area "A" Property is suitable for unrestricted use. Upon completion of all remediation required to obtain the certificate, Grantee may request that Grantor release the "Restriction on Use" covenant above from the entire Area "A" Property or the applicable portion thereof. In doing so, Grantee must provide Grantor with analytical data and other evidence satisfactory to Grantor to show that the Area "A" Property, or a portion thereof, is suitable for unrestricted use. Upon review by Grantor of information sufficient to meet the aforementioned conditions, Grantor shall release the "Restriction on Use" covenant from the entire Area "A" Property or the applicable portion thereof, by executing a Release in recordable form and delivering same to Grantee. Grantor shall not unreasonably withhold a request for the release of a "Restriction on Use" covenant. The request for the Release along with supporting documentation should be sent to the following address:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2284-70)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

Notwithstanding any other provision herein, if remediation of the Area "A" Property is not required by the State, Grantee may request that Grantor release the "Restriction on Use" covenant absent the aforementioned certificate of completion. Grantee's request must be supported by analytical data and other evidence satisfactory to Grantor. If Grantor, in its sole discretion, determines that the analytical data and other evidence is sufficient to warrant unrestricted use of the Area "A" Property or a portion thereof, then Grantor shall release the "Restriction on Use" covenant for the Area "A" Property, or applicable portion thereof, by executing a Release in recordable form and delivering same to Grantee.

(c) Clarification Procedure. Should any owner of the Area "A" Property, or a portion thereof, ever need clarification of whether the Restricted Uses is/are allowed or prohibited, then owner may inquire to the address noted above for written confirmation from Grantor of whether a use is allowed or not, and such owner shall provide a recordable document to Grantor with the clarification requested by such owner. Grantor agrees to execute such recordable document, or provide specific changes to such document, or deny such document (by explaining the use is a "Restricted Use") within twenty (20) days of receipt of a request for clarification from any owner.

The Area "B" Property described in **Exhibit B** shall be quitclaimed by Grantor subject to the following covenants, conditions and restrictions, which Grantee, by the acceptance of this Quitclaim Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Fence. Grantee, at its sole cost and expense, shall install, within sixty (60) days after the date of delivery of this Quitclaim Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the Northeasterly boundary of the Area "B" Property. The fencing or barrier must be of a design and type reasonably satisfactory to Grantor and functionally comparable to the fencing described in and depicted on **Exhibit C**, attached hereto and made a part hereof, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2284-70)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound. The foregoing fence or barrier shall remain in place so long as the adjacent property continues to be actively used as a railroad.

(b) Railroad Proximity.

(i) Grantee acknowledges that the property abutting the Northeasterly boundary line of the Area "B" Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Area "B" Property subject to the existence of the

Permitted Effects. By acceptance of the Area "B" Property, Grantee acknowledges that Grantor is not obligated under this Agreement to design, install and/or construct and thereafter maintain any improvements or structures to reduce or limit the Permitted Effects on the Area "B" Property. Grantee agrees to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Area "B" Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Area "B" Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Area "B" Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

(c) Restriction on Use. The Area "B" Property must not be used for (i) new residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers). The restrictions in this paragraph (a) are collectively known as the "Restricted Uses".

(d) Release of Restriction on Use. Grantee, its successors or assigns, at its sole cost and expense, may perform remediation of the Area "B" Property, or a portion thereof, to the extent required by the State of Nevada ("State") to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain a certificate of completion which shall indicate that the Area "B" Property, or a portion thereof, is suitable for unrestricted use. Upon completion of all remediation required to obtain the certificate, Grantee may request that Grantor release the "Restriction on Use" covenant above from the entire Area "B" Property or the applicable portion thereof. In doing so, Grantee must provide Grantor with analytical data and other evidence satisfactory to Grantor to show that the Area "B" Property is suitable for unrestricted use. Upon review by Grantor of information sufficient to meet the aforementioned conditions, Grantor shall release the "Restriction on Use" covenant by executing a Release in recordable form and delivering same to Grantee. Grantor shall not unreasonably withhold a request for the release of a "Restriction on Use" covenant. The request for the Release along with supporting documentation should be sent to the following address:

Union Pacific Railroad Company  
Attn: Real Estate Sales (Folder No. 2284-70)  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179

Notwithstanding any other provision herein, if remediation of the Area "B" Property is not required by the State, Grantee may request that Grantor release the "Restriction on Use" covenant absent the aforementioned certificate of completion. Grantee's request must be supported by analytical data and other evidence satisfactory to Grantor. If Grantor, in its sole discretion, determines that the analytical data and other evidence is sufficient to warrant unrestricted use of the Area "B" Property or a portion thereof, then Grantor shall release the "Restriction on Use" covenant for the Area "B" Property, or applicable portion thereof, by executing a Release in recordable form and delivering same to Grantee.

(e) Clarification Procedure. Should any owner of the Area "B" Property, or a portion thereof, ever need clarification of whether the Restricted Uses is/are allowed or prohibited, then owner may inquire to the address noted above for written confirmation from Grantor of whether a use is allowed or not, and such owner shall provide a recordable document to Grantor with the clarification requested by such owner. Grantor agrees to execute such recordable document, or provide specific changes to such document, or deny such document (by explaining the use is a "Restricted Use") within twenty (20) days of receipt of a request for clarification from any owner.

The foregoing and following covenants, conditions and restrictions shall run with the Property, the burden of which will be binding on the successors and assigns of Grantee, and the benefit of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Environmental Covenants:**

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad, commercial, and industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or

warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) Indemnity. FROM AND AFTER THE DATE OF THIS QUITCLAIM DEED, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT

LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(d) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after the date of this Quitclaim Deed, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property.

*(Remainder of page intentionally left blank.)*



IN WITNESS WHEREOF, Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**CITY OF ELKO,  
a Nevada municipal corporation**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF ELKO     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ of CITY OF ELKO, a Nevada municipal corporation, on behalf of the entity.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

**EXHIBIT A**  
**TO FORM OF DEED**

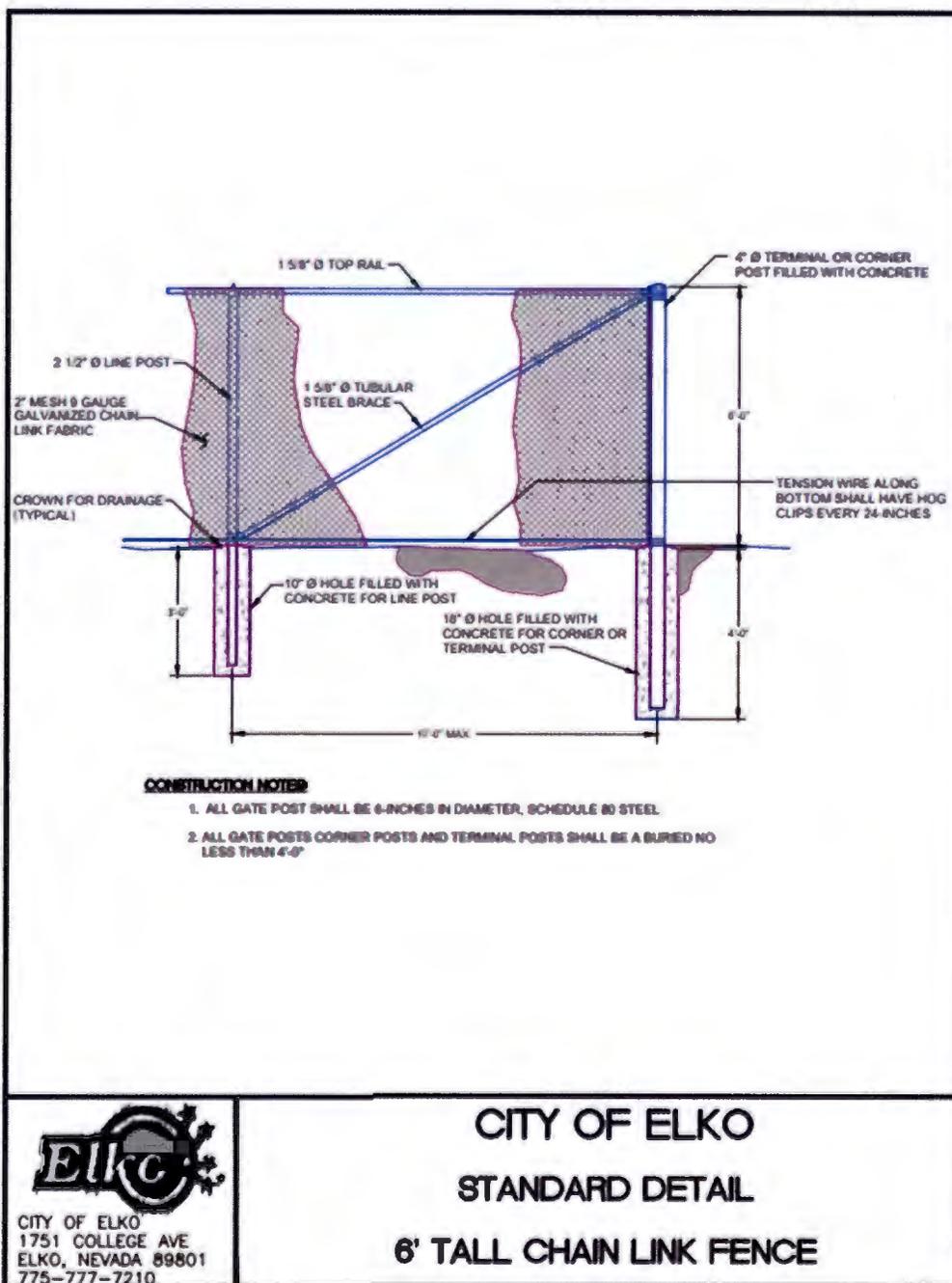
**LEGAL DESCRIPTION OF THE AREA "A" PROPERTY  
(TO BE ATTACHED)**

**EXHIBIT B**  
**TO FORM OF DEED**

**LEGAL DESCRIPTION OF THE AREA "B" PROPERTY  
(TO BE ATTACHED)**

**EXHIBIT C**  
**TO FORM OF DEED**

**DESCRIPTION AND DEPICTION OF THE FENCING  
FOR AREA "B" OF THE PROPERTY**



**EXHIBIT D**

**FORM OF ASSIGNMENT AND ASSUMPTION**

FOR VALUE RECEIVED, **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto **CITY OF ELKO**, a Nevada municipal corporation ("Assignee"), all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") listed on **Exhibit A**, attached hereto and made a part hereof, to the extent the Licenses affect those certain real properties located in Elko County, State of Nevada, described in **Exhibit B** and **Exhibit C**, each of which are attached hereto and made a part hereof (collectively, "Property").

TO HAVE AND TO HOLD the Licenses unto Assignee, its successors and assigns. This Assignment and Assumption Agreement ("Agreement") is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the Effective Date (defined below), and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the Effective Date, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the Effective Date.

This Agreement will inure to and be binding upon the parties, their successors and assigns.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date").

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate

**CITY OF ELKO,  
a Nevada municipal corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO FORM OF ASSIGNMENT AND ASSUMPTION**

**LIST OF LICENSES  
(TO BE ATTACHED)**

**Exhibit 'A'**  
**Union Pacific Railroad Company**  
**Agreements to be Assigned**  
**Sale Folder 2284-70**

AUDIT	FOLDER	PARTY NAME	PURPOSE	CITY	ST	N	D
S153348		BELL TELE CO OF NEVADA	Crossing - Wireline	ELKO	NV	Assigned	Totally
S184618		ELKO CITY OF	Crossing - Private Roadway	ELKO	NV	Assigned	Totally
S212255	2008-46	SIERRA PACIFIC POWER CO	Wire	ELKO	NV	Assigned	Totally
S192294		ELKO CITY OF	Pipeline	ELKO	NV	Assigned	Totally
SPX2006	2011-15	SIERRA PACIFIC POWER CO	Wire	ELKO	NV	Assigned	Totally
S173568		CP NATIONAL	Crossing - Wireline	ELKO	NV	Assigned	Totally
S173567		CP NATIONAL	Crossing - Wireline	ELKO	NV	Assigned	Totally
S211299	1539-72	CITIZENTELCOM	Wire	ELKO	NV	Assigned	Totally
S092877	2007-11	SIERRA PACIFIC POWER COMPANY	Wire	ELKO	NV	Assigned	Totally
S122651	1500-28	ELKO, CITY OF	Encroachment - Pipeline	ELKO	NV	Assigned	Partially
S093425	1853-73	ELKO, CITY OF	Pipeline	ELKO	NV	Assigned	Totally
269790	2813-25	TJ SHIPPY DBA TJS WELDING INC	Lease: Public/Private Parking	ELKO	NV	Assigned	Totally
S196648	1489-34	SIERRA PACIFIC POWER CO	Pipeline	ELKO	NV	Assigned	Totally
267171	2787-59	WESTWIND HOMES INC	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
280282	2977-52	BAILEY AND ASSOCIATES LLC DBA BAILEY HOMES	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S074544		NEVADA, STATE OF	Easement - Roadway	ELKO	NV	Assigned	Totally
S173530		SOUTHWEST GAS CORPORATION	Crossing - Pipeline	ELKO	NV	Assigned	Totally
S155403		SOUTHWEST GAS CORP	Crossing - Pipeline	ELKO	NV	Assigned	Totally
S712420	1539-73	SIERRA PACIFIC POWER COMPANY	Wire	ELKO	NV	Assigned	Totally
S203792		SIERRA PACIFIC POWER CO	Crossing - Wireline	ELKO	NV	Assigned	Totally
S198493		SIERRA PACIFIC POWER CO	Encroachment - Wireline	ELKO	NV	Assigned	Totally
274647	2885-67	CASCADE DRILLING, L.P.	Environmental Right of Entry Agm	ELKO	NV	Assigned	Totally
274185	2891-45	SATVIEW BROADBAND LTD	Lease: Storage/Handling - Haz-Mat	ELKO	NV	Assigned	Totally
S211049	1500-27	FAIRMONT SUPPLY COMPANY	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S192265		ELKO, CITY OF	Crossing - Pipeline	ELKO	NV	Assigned	Totally
279732	2953-28	CITY OF ELKO	Crossing - Wireline	ELKO	NV	Assigned	Totally
258967	2677-12	NEVADA ENERGY	Utility Service	ELKO	NV	Assigned	Partially
S155603		NEVADA FREEPORST STORAG	Crossing - Pipeline	ELKO	NV	Assigned	Totally
S075136		ELKO, CITY OF	Easement - Roadway	ELKO	UT	Assigned	Totally
S205673	1517-03	AL PARK DISTRIBUTING, INC.	Lease: Public/Private Parking	ELKO	NV	Assigned	Totally
S210024		ELKO, CITY OF	Pipeline	ELKO	NV	Assigned	Totally
S176938	1500-24	AL PARK DISTRIBUTING, INC.	Lease: Public/Private Parking	ELKO	NV	Assigned	Totally
250570	2534-49	RUBY MOUNTAIN MOTORS, LLC	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S169829		ELKO, CITY OF	Pipeline	ELKO	NV	Assigned	Totally
S157124	1500-26	AL PARK DISTRIBUTING, INC.	Lease: Storage/Handling - Haz-Mat	ELKO	NV	Assigned	Totally
S207914	1517-02	AL PARK PETROLEUM, INC	Lease: Storage/Handling - Haz-Mat	ELKO	NV	Assigned	Totally
S119242	1517-10	BAR "S" ENTERPRISES, INC.	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S712462	1489-40	ECLIPSE AUTO DETAILING SERIES LLC	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S206022	1519-47	SUBURBAN PROPANE, LP	Lease: Storage/Handling - Haz-Mat	ELKO	NV	Assigned	Totally
S178504	1489-27	AL PARK PETROLEUM	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S195919	1517-01	AL PARK DISTRIBUTING, INC.	Lease: Public/Private Parking	ELKO	NV	Assigned	Totally
S175088	1500-29	ELKO, CITY OF	Pipeline	ELKO	NV	Assigned	Totally
S713734	1540-25	ELKO, CITY OF	Pipeline	ELKO	NV	Assigned	Totally
S206165	1489-32	RICHARDS, LEE J.	Lease: Dwellings - Lessee-owned	ELKO	NV	Assigned	Totally
202318	1617-18	KATHY SCHROEDER	Lease: Dwellings - Lessee-owned	ELKO	NV	Assigned	Totally
239742	2319-54	ELKO HOCKEY ASSOCIATION	Lease: Public/Private Parking	ELKO	NV	Assigned	Totally
S155353	1853-72	ELKO, CITY OF	Pipeline	ELKO	NV	Assigned	Totally
245663	2406-70	PARKER, DENNIS W.	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
S187412	1517-04	SEAN PARLEY JANSSON DBA MANZANITA SELF STORAGE.	Lease: Retail/Commercial	ELKO	NV	Assigned	Totally
202509	1617-19	REYES, EFRAIN	Lease: Dwellings - Lessee-owned	ELKO	NV	Assigned	Totally
S714726	1489-33	RICHARDS, LEE J.	Lease: Dwellings - Lessee-owned	ELKO	NV	Assigned	Totally

**EXHIBIT B**  
**TO FORM OF ASSIGNMENT AND ASSUMPTION**

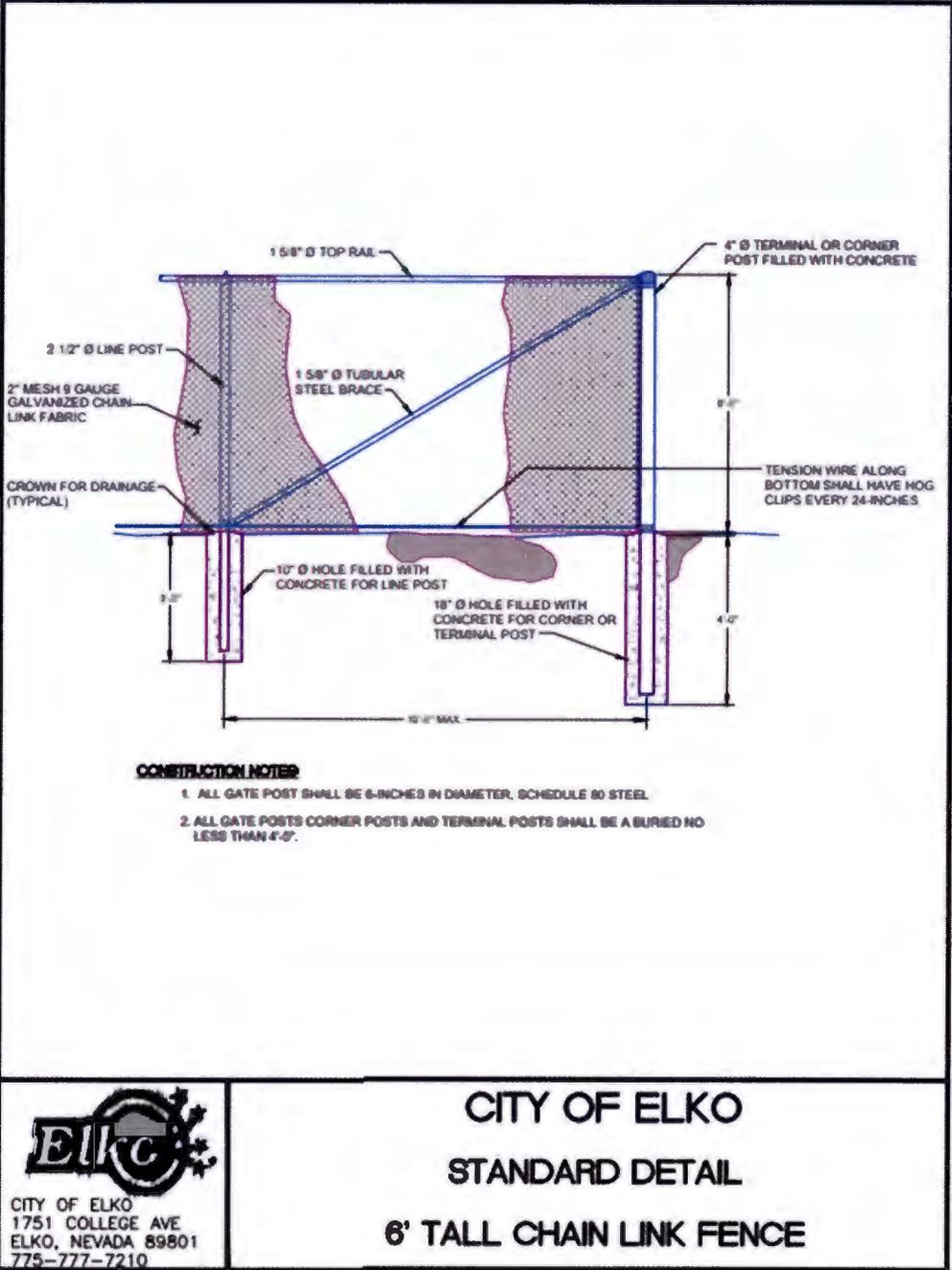
**LEGAL DESCRIPTION OF THE AREA "A" PROPERTY  
(TO BE ATTACHED)**

**EXHIBIT C**  
**TO FORM OF ASSIGNMENT AND ASSUMPTION**

**LEGAL DESCRIPTION OF THE AREA "B" PROPERTY  
(TO BE ATTACHED)**

**EXHIBIT E**

**DESCRIPTION AND DEPICTION OF THE FENCING  
FOR AREA "B" OF THE PROPERTY**



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

**CITY OF ELKO  
STANDARD DETAIL  
6' TALL CHAIN LINK FENCE**

**EXHIBIT F**

**LIST OF ENVIRONMENTAL REPORTS  
(TO BE ATTACHED)**

**EXHIBIT G****FORM OF CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF ELKO, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three-year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
 Printed Name: Chris D. Goble  
 Title: Assistant Vice President – Real Estate  
 Date: \_\_\_\_\_

**Elko City Council  
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Cedar Estates Phase 3 Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: December 14, 2021**
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. 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 Cedar Estates Phase 3 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: Bailey & Associates, LLC**
  - Attn: Sheldon Hetzel**
  - 780 W. Silver Street, #104**
  - Elko, NV 89801**
  
  - Summit Engineering**
  - Attn: Nitin Bhakta**
  - 1150 Lamoille Highway**
  - Elko, NV 89801**

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

**THIS AGREEMENT** made and entered into this 14th day of December, 2021, 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 **Bailey & Associates 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 **Cedar Estates Phase 3**, into 34 residential lots by means of a subdivision map, identified by the **City** as Final Map No. 5-21;
- 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 **Eight Hundred Eighty-Four Thousand, Two Hundred Eighty-Six Dollars and Twenty Cents (\$884,286.20)**, 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 an 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 December 14, 2021;
- 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 **Eighty-Eight Thousand, Four Hundred Twenty-Eight Dollars and Sixty-Two Cents (\$88,428.62)** (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 **Eighty-Eight Thousand, Four Hundred Twenty-Eight Dollars and Sixty-Two Cents (\$88,428.62)**, 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 December 14, 2021, 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: Bailey and Associates, LLC, 780 W. Silver Street #104, 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 – BAILEY & ASSOCIATES LLC**

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

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

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

**ATTEST:**

\_\_\_\_\_

**KELLY WOOLDRIDGE, City Clerk**

**EXHIBIT "A"**

**PROJECT: RUBY MOUNTAIN PEAKS, Elko, Nevada**  
**DEVELOPER: Bailey & Associates llc.**  
**ENGINEER: SUMMIT ENGINEERING CORP.**

NUMBER OF LOTS: 34 lots  
 ZONING: R1 Residential

PREPARED BY: NIB  
 DATE: 10/20/2021  
 AREA: 7.31 +/- ACRES

**- STREETS -**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT ~ Primrose Lane & Daisy Drive	57,848	SF	\$3.85	\$222,714.80
9" BASE ~ Primrose Lane & Daisy Drive	57,848	SF	\$1.80	\$104,126.40

**- CONCRETE -**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
CITY TYPE 1 CURB & GUTTER WITH BASE (Compacted) & Subgrade prep.	2,275	LF	\$28.00	\$63,700.00
CONCRETE COLLARS FOR VALVES AND MANHOLES W/ MATERIAL AND PREP. - 4,000 PSI CONCRETE	14	EA	\$850.00	\$11,900.00
SIDEWALK WITH BASE (Compacted) & Subgrade prep.	9,100	SF	\$6.00	\$54,600.00

**- SANITARY SEWER -**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" DIAMETER SEWER MAIN	100	LF	\$46.00	\$4,600.00
48" DIAMETER SSMH	6	EA	\$4,500.00	\$27,000.00
CONNECTION TO CITY MAIN	2	LS	\$1,200.00	\$2,400.00
4" SS LATERALS	34	EA	\$1,000.00	\$34,000.00

**- STORM DRAIN -**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
48" DIAMETER SDMH	1	EA	\$4,500.00	\$4,500.00
TYPE 4-R CATCH BASIN	4	EA	\$4,500.00	\$18,000.00
24" FALRED END SECTION	1	EA	\$750.00	\$750.00
10" ~12" DIA. ROCK RIPRAP	200	SF	\$5.00	\$1,000.00
24" N 12 HDPE STORM DRAIN PIPE - SMOOTH INTERI	275	LF	\$82.00	\$22,550.00
CONNECTION TO EX. 24" SD MAIN	1	EA	\$1,500.00	\$1,500.00

**- WATER -**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" WATER MIAN DR18 PIPE	1175	LF	\$58.00	\$68,150.00
WATER LATERALS W/ METER PITS	34	EA	\$1,250.00	\$42,500.00
8" GATE VALVES	1	EA	\$4,750.00	\$4,750.00
CONNECTION TO EX. CITY MAIN	2	EA	\$1,000.00	\$2,000.00
12" x 1" SADDLE TAPS W/ 1" LATERALS	34	EA	\$1,750.00	\$59,500.00
8" X 6" TEES	3	EA	\$1,250.00	\$3,750.00
FIRE HYDRANT ASSEMBLY	3	EA	\$5,500.00	\$16,500.00
8" 45 DEG. ELBOWS	7	EA	\$1,250.00	\$8,750.00
6" GATE VALVES	3	EA	\$1,800.00	\$5,400.00
8" 22.5 & 11/25 DEG. ELBOW	3	EA	\$1,250.00	\$3,750.00

**- MISCELLANEOUS -**

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
NV Energy, SW Gas, Telephone & Cable Trench & Conduit	1150	LF	\$35.00	\$40,250.00
Street Monuments	10	EA	\$850.00	\$8,500.00
Mail Gangboxes	3	EA	\$750.00	\$2,250.00
Street Lights	5	LF	\$4,500.00	\$22,500.00
Street Signs	4	EA	\$1,200.00	\$4,800.00
Sawcut pavement edge for paving / Patch back	1	LS	\$2,500.00	\$2,500.00
Pavement Markings	1	LS	\$1,500.00	\$1,500.00
Access Gate Detention Basin	1	LS	\$1,500.00	\$1,500.00
Type 2 base for Parcel A	400	SF	\$1.80	\$720.00
Fence for Parcel A	1	LS	\$4,500.00	\$4,500.00
Erosiion Control - Hydro Seed Slopes	27,500	SF	\$0.25	\$6,875.00

**SUBTOTAL:            \$884,286.20**

**Total on-site Improvements    \$884,286.20**



**LEGEND**

- PROPOSED STORM DRAIN / SANITARY SEWER  
W/TYPE & DIRECTION INDICATOR
- EXISTING STORM DRAIN/SANITARY SEWER  
W/TYPE & DIRECTION INDICATOR
- SEWER LATERAL
- AC PAVEMENT AREA
- CONCRETE AREA (400# PSI)
- TYPE 2 BASE GRAVEL AREA (800# MOD)
- EXISTING AC PAVEMENT
- GRADE BREAK
- PROPOSED ELEV. @ FRONT FACE TOP OF CURB
- PROPOSED ELEV. @ GRADE BREAK
- PROPOSED ELEV. @ HIGH PT
- PROPOSED ELEV. @ FLOW LINE
- PROPOSED ELEV. @ FINISHED GRADE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- ACCESSIBLE RAMP
- DRAINAGE SLOPE FLOW LINE
- OUTLET OR FALL SLOPE
- EXISTING STORM DRAIN
- EXISTING GAS
- PROPOSED FENCE
- EXISTING TELEPHONE
- EXISTING ELECTRIC OVERHEAD LINE
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- BACKFLOW PREVENTOR
- CHECK VALVE
- CHECK VALVE-DOUBLE
- FLUSH VALVE
- METER-DUAL
- METER-SINGLE
- REDUCER
- SERVICE-DUAL
- SERVICE-SINGLE
- TEE
- VALVE
- EX. ELECTRIC WALL/BOX
- EXISTING TELEPHONE PEDestal
- EXISTING LIGHT
- EXISTING SIGN
- PROPOSED SIGN
- PROPOSED SIGN CLEAROUT
- EXISTING FIRE HYDRANT
- CAP W/ RAINFALL BLOCK
- 11.25' CULOV
- 22.5' CULOV
- 45' CULOV
- 90' CULOV
- ELECTRIC PULL BOX
- PROPOSED FIRE HYDRANT
- PROPOSED WITH METER VALVE
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT
- PROPOSED MONUMENT
- WATER VALVE (HOLLOW IF EXISTING)
- EXISTING GAS VALVE
- EXISTING WATER PI
- 35 & 50 W/WHOLE (HOLLOW IF EXISTING)
- CATCH BASIN (HOLLOW IF EXISTING)
- FIRE SERVICE
- GUY WIRE
- RR/SPACER
- RR/SPACER CHOKER CONTROL
- RR RELEASE VALVE

**GENERAL NOTES**

- THE CONTRACTOR SHALL VERIFY IN THE FIELD, ALL ELEVATIONS, DIMENSIONS, FLOW LINES, EXISTING CONDITIONS, AND POINTS OF CONNECTIONS WITH ADJOINING PROPERTY (PUBLIC OR PRIVATE). ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT ENGINEER BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL KEEP A REDLINE SET OF AS-BUILTS PLANS ON-SITE AND WORK WITH THE PROJECT ENGINEER AT COMPLETION TO ENSURE ACCURATE AS-BUILT CONDITIONS CAN BE GENERATED AND SUBMITTED TO THE CITY OF ELKO AND THE OWNER BY THE PROJECT ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, THE SOILS ENGINEER, THE CITY OF ELKO, AND ALL UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES FOR LOCATIONS PRIOR TO CONSTRUCTION. HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICES ALERT AT 1.800.227.2800 AT LEAST 48 HOURS PRIOR TO EXCAVATION.
- ALL UTILITY TRENCHES SHALL CONFORM TO SEWER, SANITARY POWER, WATER, BROADCASTING U.S. FRONTIER COMMUNICATIONS, AND SOUTHWEST GAS SPECIFICATIONS. CONTRACTOR TO COORDINATE INSTALLATION OF ALL UTILITY TRENCHES WITH LOCAL UTILITIES.
- CONTRACTOR TO OBTAIN AND PAY FOR PERMITS FROM THE CITY OF ELKO PRIOR TO EXCAVATING WITHIN THE CITY RIGHT-OF-WAY.
- AT ALL POINTS WHERE SEWER (SANITARY OR STORM), WATER MAINS AND LATERALS CROSS, VERTICAL AND HORIZONTAL SEPARATION SHALL BE MAINTAINED PER IAC, ENGINEER AND CONTRACTOR TO REFERENCE SECTION 445A.8715 TO SECTION 445A.8718 OF THE NEVADA ADMINISTRATIVE CODE FOR UTILITY SEPARATION AND CLEARANCES.
- ALL SANITARY SEWER MAINS SHALL BE A MIN. OF 8" SDR 35 PVC (GREEN) PPVC. ALL RESIDENTIAL SANITARY SEWER LATERALS SHALL BE A MIN. 4" SDR 35 PVC PIPE WITH A 2% SLOPE MINIMUM UNLESS OTHERWISE SHOWN.
- ALL WATER MAINS SHALL BE MIN. OF 8" THICK CLUES 50 OR PRESSURE CLASS 350 DUCTILE IRON PIPE WITH POLYETHYLENE ENCASEMENT WRAPPED IN (2 MIL VESICULE) OR 18 ODDI PIPE UNLESS OTHERWISE SHOWN. ALL 4" W/PIR SPRAWLER LINES SHALL BE DFI OR DR 18 ODDI PIPE.
- ALL CONSTRUCTION SHALL CONFORM TO ASMA C-800 MINIMUM COVER OVER THE WATER MAIN SHALL BE 42" WITH THICK WIRE AND WRAPPING TAPE.
- THE CITY OF ELKO UTILITY DEPARTMENT SHALL BE CONTACTED TO PERFORM ALL TAPS INTO CITY UTILITIES.
- THE CITY OF ELKO UTILITY DEPARTMENT SHALL BE CONTACTED FOR AUTHORIZATION TO PLACE ANY NEW WATER SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS AND VALVED SECTIONS INTO SERVICE FOR TESTING OR FINAL ACCEPTANCE.
- ALL WATER SERVICE LINES SHALL BE 2" IRON PIPE SIZE (IPS) RATED 200 PSI POLYETHYLENE DR11 UNLESS OTHERWISE SHOWN.
- BEFORE BEING CERTIFIED BY AN ENGINEER OR ACCEPTED BY THE CITY OF ELKO, ANY NEW WATER SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS AND VALVED SECTIONS SHALL BE IDENTIFIED IN ACCORDANCE WITH ASMA C-951, "DISINFECTING WATER MAINS".
- BEFORE BEING CERTIFIED BY AN ENGINEER OR ACCEPTED BY THE CITY OF ELKO, ANY NEW WATER SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS AND VALVED SECTIONS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH 84C445A.8714(5), (a) AND (b) AND INSPECTED BY THE CITY OF ELKO.
- DRAINING BUILDING TO BE DONE IN A MANNER AS TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING IN ACCORDANCE WITH CITY OF ELKO REQUIREMENTS.
- LAND GRADING SHALL BE DONE IN A METHOD TO PREVENT DUST FROM TRAVELING THE PROPERTY LINE.
- WATER METERS SHALL BE INSTALLED DURING ANY DEVELOPMENT AND PRIOR TO THE OCCUPANCY OF OCCUPANCY FOR THE PARCELS SHOWN OR SUBSEQUENT DIVISION OF THE PARCELS SHOWN. WATER AND SEWER THROUGHOUT THE DEVELOPMENT WILL BE DEDICATED TO THE CITY OF ELKO UP TO THE WATER METER LOCATIONS. A BLANKET UTILITY EASEMENT SHALL BE GRANTED THROUGHOUT THE PARKING CORRIDOR.
- ALL EXISTING UTILITY ADJUSTMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL EXISTING ASPHALT REPAIRS AND REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL LOTS SHALL BE RESTRICTED TO ACCESS OFF OF CEDAR CREEK WAY.

Avoid cutting underground utility lines. It's costly.  
Call before you dig  
1-800-227-2600  
UNDERGROUND SERVICE (USA)

**STORMWATER POLLUTION PREVENTION NOTES**

- THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL EACH DAY REMOVE ALL SEDIMENT, SLOD, CONSTRUCTION DEBRIS OR OTHER POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO OR ACCUMULATED IN THE PUBLIC RIGHTS OF WAY OF THE CITY OF ELKO AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS SITE OR NEARBY CONSTRUCTION PROJECT. SUCH MATERIALS SHALL BE PREVENTED FROM ENTERING THE STORM WATER SYSTEM.
- ADDITIONAL CONSTRUCTION SITE DECONTAMINATION PRACTICES (BMP) MAY BE REQUIRED BY THE OWNER AND HIS OR HER AGENTS DUE TO UNFORSEEN PRACTICE PROBLEMS OR IF THE SUBMITTED PLAN DOES NOT MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE CITY OF ELKO CONSTRUCTION SITE BEST MANAGEMENT PRACTICES HANDBOOK.
- TEMPORARY OR PERMANENT STABILIZATION PRACTICES WILL BE INSTALLED ON DISTURBED AREAS AS SOON AS PRACTICABLE AND NO LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. SOME EXCEPTIONS MAY APPLY; REFER TO STORM WATER GENERAL PERMIT 1054-00000.
- AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL DISTURBED AREAS USED FOR STORAGE OF MATERIALS AND EQUIPMENT THAT ARE EXPOSED TO PRECIPITATION, WIND, ENTRANCE AND DIRT LOCATIONS AND ALL BMP'S WEEKLY, PRIOR TO A FORECASTED RAIN EVENT AND WITHIN 24 HOURS AFTER ANY ACTUAL RAIN EVENT. THE CONTRACTOR OR HIS AGENT SHALL UPDATE OR MODIFY THE STORMWATER POLLUTION PLAN AS NECESSARY. SOME EXCEPTIONS TO WEEKLY INSPECTIONS MAY APPLY, SUCH AS FROST OR GROUND CONDITIONS OR SUSPENSION OF LAND DISTURBANCE ACTIVITIES. STABILIZATION PERMIT, PERMIT SHALL 1054-000000.
- ACCUMULATED SEDIMENT IN BMP'S SHALL BE REMOVED AT REGULAR INTERVALS, WITHIN SEVEN DAYS AFTER A STORMWATER RUNOFF EVENT, AND PRIOR TO THE NEXT ANTICIPATED STORM EVENT. SEDIMENT MUST BE REMOVED WHEN BMP DESIGN CAPACITY HAS BEEN REDUCED BY 50 PERCENT OR MORE.
- REFER TO CITY OF ELKO CONSTRUCTION SITE BEST MANAGEMENT PRACTICES HANDBOOK (PUBLISHED BY THE CITY OF ELKO, DATED JULY 2015) FOR DETAILS OF ALL BMP'S SHOWN ON THIS PLAN.
- THE BMP'S SHOWN ON THIS PLAN ARE IDENTIFIED ONLY. FINAL BMP SELECTION AND LOCATION SHALL BE DETERMINED BY THE SITE OPERATOR OR THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL SUBMIT TO THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION (NDEP) FOR STORM WATER OCCUPANCY PERMIT THE PROJECT SIGN THE NOTICE OF ABILITY FOR THE PROPOSED PROJECT.
- ALL EROSION CONTROL MEASURES SHALL CONFORM TO THE GUIDELINES "STABILIZATION OF LAND FOR PUBLIC WORKS CONSTRUCTION PRACTICE HANDBOOK 2009 EDITION. A COPY OF THIS MANUAL TO BE ON-SITE AT ALL TIMES.
- ALL CONSTRUCTION SHALL CONFORM TO THE 2016 EDITION OF THE "STABILIZATION OF LAND FOR PUBLIC WORKS CONSTRUCTION PRACTICE HANDBOOK 2009 EDITION. A COPY OF THIS MANUAL TO BE ON-SITE AT ALL TIMES.

**EROSION CONTROL NOTES**

- ALL PUBLIC RIGHTS OF WAY LOCATED ADJACENT TO THE SITE (E.G. STREETS AND SIDEWALKS) MUST BE CLEANED DAILY OF ALL SEDIMENT OR WASTES THAT ORIGINATE FROM THE SITE.
- BMP'S IN ADDITION TO THOSE ADAPTED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MAY BE REQUIRED IF THEY DO NOT MEET THE CITY OF ELKO PERFORMANCE STANDARDS.
- TEMPORARY OR PERMANENT STABILIZATION MUST BE APPLIED NO LATER THAN 14 DAYS TO ALL DISTURBED SOILS, INCLUDING SIDEPOLES, WHERE CONSTRUCTION ACTIVITY HAS CEASED.
- ALL BMP'S MUST BE INSPECTED WEEKLY PRIOR TO FORECASTED RAIN EVENTS AND WITHIN 24 HOURS AFTER ANY EVENT THAT CREATES RUNOFF AT THE SITE.
- ACCUMULATED SEDIMENT MUST BE REMOVED FROM BMP'S WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50 PERCENT OR MORE. SEDIMENT MUST ALSO BE REMOVED WITHIN SEVEN DAYS AFTER A RUNOFF EVENT OR PRIOR TO THE NEXT FORECASTED RAIN. EXCEPTIONS IS ALLOWED.
- ALL BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE IN ACCORDANCE WITH THE "COPY OF ELKO CONSTRUCTION SITE BEST MANAGEMENT PRACTICES HANDBOOK, DATED DECEMBER 2009, AND AVAILABLE THROUGHOUT THE CITY OF ELKO.
- PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL HAVE IN PLACE ALL NECESSARY BEST MANAGEMENT PRACTICES THAT SHALL BE USED TO MINIMIZE DUST, PREVENT EROSION AND PREVENT POLLUTION FROM ENTERING THE ADJACENT STORM DRAIN FACILITIES. THE CONTRACTOR SHALL MAINTAIN, REPAIR, REPLACE, SUBSTITUTE, OR SUPPLEMENT BMP'S AT THE CONSTRUCTION SITE AS CONDITIONS WARRANT DURING CONSTRUCTION. BMP'S MAY INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (1) BUILT FENCING OR STRIP ROZULETS AT THE DOWNHILL LIMITS OF GRADING, (2) STABILIZED CONSTRUCTION SITE ENTRANCE, (3) PERMANENT SLOPE REVEGETATION ON ALL DISTURBED AREAS, (4) INLET PROTECTION AT EXISTING CATCH BASINS, (5) STROPPLE MANAGEMENT BMP'S, (6) DUST CONTROL BMP'S, (7) A CONCRETE WASHOUT AREA, AND (8) MEASURES TO PROTECT EXISTING NATIVE VEGETATION.

**SIGNAGE & STRIPING NOTES**

- ALL SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, PROJECT SPECIFICATIONS, THESE PLANS, AND THE MOST CURRENT EDITION OF THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED AFTER APPLICATION AND CURING OF SLURRY SEAL. ASPHALT SURFACES SHALL BE CLEAN AND DRY PRIOR TO APPLICATION OF ANY PARKING LOT STRIPING, SYMBOLS, AND OTHER PAVEMENT MARKINGS.
- CONTRACTOR SHALL VERIFY LOCATION OF EXISTING AND PROPOSED UTILITY LOCATIONS PRIOR TO INSTALLATION OF SIGNAGE.
- SIGNAGE SHOWN ON THIS PLAN DOES NOT INCLUDE TRAFFIC CONTROL THAT MAY BE REQUIRED PRIOR TO AND DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TRAFFIC CONTROL THAT MAY BE REQUIRED DURING CONSTRUCTION.
- ANY ADDITIONAL SIGNAGE AND STRIPING NEEDED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

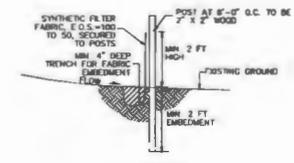
**SLOPE STABILIZATION**

- ALL DISTURBED SLOPES STEEPER THAN 3:1 SHALL BE REINFORCED WITH RPPAP SHALL BE RUN OF SLOPE OR UNREINFORCED.
- ALL SLOPES 3:1 OR LESS SHALL BE PLANTED AS FOLLOWS:
  - HAND SPREAD SEEDING METHOD.
  - PROTECTION BY MATS TO MAINTAIN AVAILABLE WATER HOLDING CAPACITY OF THE SOIL (MATS) FOR EACH SLOPE DURING AND AFTER CONSTRUCTION. THE PLANT CONSUMPTION RATE PLUS A FACTOR FOR EVAPORATION SYSTEM EFFICIENCY.
  - PROVIDE TEMPORARY EROSION CONTROL MATS, VEGETATION IS ESTABLISHED.
- PROTECT EXISTING AND PROPOSED DRAINAGE INLETS DURING CONSTRUCTION IN ACCORDANCE WITH THE FOLLOWING DETAILS:
  - STORMWATER INLET PROTECTION - (BMP SC-3)
  - CATCH BASIN FILTERS (BMP- DP-4)
- MAINTENANCE:
  - EXCLUDE FOOT TRAFFIC AS MUCH AS POSSIBLE DURING PLANT ESTABLISHMENT.
  - AREAS THAT FAIL TO RESPOND OR BECOME DAMAGED SHOULD BE TREATED ASBMS USING SAME TREATMENT RETRYAL APPLIED.
- REVEGETATION SEED MIX (YIELD IN BULK POUNDS PER ACRE)
 

1. BLUE GRASS	10.0
2. BROMEGRASS	10.0
3. CRAB GRASS	10.0
4. CROWN VETCH	10.0
5. FESCUE	10.0
6. KY BLUEGRASS	10.0
7. LAMBER TONGUE	10.0
8. FUR FESCUE	10.0
9. RYEGRASS	10.0
10. TALL FESCUE	10.0
11. WHEATGRASS	10.0
12. YORBA LINDA	10.0
13. FOUR WING SALTGRASS	10.0
- PERFORATED FILTERS: 400#/ACRE
- ROCKS AND MORTAR/STRENGTHENING SHALL BE STOCKPILED FOR REAPPLICATION TO ALL DISTURBED AREAS.
- PLANTING SHALL BE A MATURE OF THE FOLLOWING COMPONENTS (MEASURED BY VOLUME):
  - 6.0% MULCH, SIZE 1/2" TO 3/4"
  - 2.0% SOIL CONDITIONER / COMPOST
  - 10% 3/4" SOIL CONDITIONER

**LEGEND**

- STORM DRAIN INLET PROTECTION (DP-3 AND DP-4)
- CHANNEL OR SAND BAG BARRIERS (BMP SC-3)
- HAZELING AND DISPOSAL OF CONCRETE AND CEMENT (BMP OH-1)
- SOIL AND DEMOLITION WASTE MANAGEMENT (BMP OH-3)
- CONSTRUCTION SITE ENTRANCE & EXIT (BMP SC-8)
- RPPAP MECHANICAL STABILIZATION (BMP SC-7)
- TREED ROLLS (BMP SC-1), SILT FENCE (BMP SC-5), SYNTHETIC SEDIMENT CONTROL ROLLS (BMP SC-11)
- STREET SCHEDING (BMP OH-5)
- STORM DRAIN OUTLET PROTECTION (BMP DP-2)
- REVEGETATION (BMP SC-8)
- AC PAVEMENT AREA
- TYPE 2 BASE GRADE 95# MOD
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- BMP'S OUTLINED IN THE CITY OF ELKO CONSTRUCTION SITE BEST MANAGEMENT PRACTICE BMP HANDBOOK 2009 EDITION



**SILT FENCE**



REV.	DATE	DESCRIPTION	BY	APP'D

CIVIL IMPROVEMENTS PLANS FOR  
 CEDAR ESTATES SUBDIVISION - UNIT NO. 3  
 GENERAL NOTES SHEET

ELKO COUNTY  
 NEVADA  
 ELKO

DESIGNED BY: C 3D  
 CHECKED BY: NIB  
 SCALE  
 HORIZ: 1"=40'  
 VERT: NONE  
 JOB NO: 81966  
 N. SHUKLA  
 Exp. 12-31-22  
 CIVIL  
 12-23-21  
 SHEET N-1 OF 13

# FINAL MAP OF CEDAR ESTATES SUBDIVISION~ UNIT NO. 3

  
 RYAN G. COOK  
 ENGINEER  
 LICENSE NO. 15324  
 10-22-2021

### DIVISION OF WATER RESOURCES CERTIFICATE

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

DIVISION OF WATER RESOURCES \_\_\_\_\_ DATE \_\_\_\_\_

### NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

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

BUREAU OF WATER POLLUTION CONTROL \_\_\_\_\_ DATE \_\_\_\_\_

### ELKO CITY COUNCIL CERTIFICATE

AT A REGULAR MEETING OF THE ELKO CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, THIS MAP WAS APPROVED ON SUBDIVISION IN ACCORDANCE PURSUANT TO N.E.S. 278A.01 THROUGH 278A.05, INCLUDING, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OPTIONS OF RESOLUTION SHOWN HEREON WERE ACCEPTED FOR N.E.S. 278A.05.

MAYOR, CITY OF ELKO \_\_\_\_\_ DATE \_\_\_\_\_

ATTNEY CLERK, CITY OF ELKO \_\_\_\_\_ DATE \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

I, RYAN G. COOK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

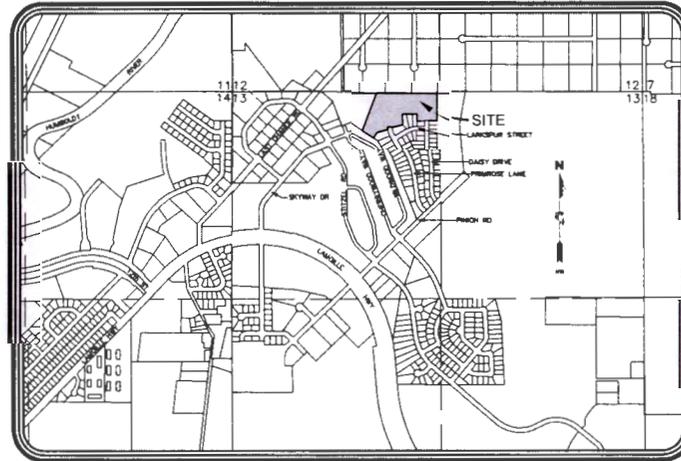
- THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED UNDER BY SURVEYORSHIP AT THE INSTANCE OF BAILEY & ASSOCIATES, LLC, A NEVADA LIMITED LIABILITY COMPANY.
- THE LANDS SURVEYED LIE WITHIN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 88 EAST, W.D.M.
- THIS PLAT COMPLES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, AND APPROPRIATE PERMANENT MONUMENTS WILL BE POSTED WITHIN THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.

  
 RYAN G. COOK \_\_\_\_\_ PLS 15324  
 ENGINEER  
 LICENSE NO. 15324  
 10-22-2021

### ELKO CITY PLANNING COMMISSION CERTIFICATE

AT THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF ELKO, STATE OF NEVADA, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, THIS TENTATIVE MAP OF THIS SUBDIVISION WAS DAILY AND REGULARLY APPROVED PURSUANT TO N.E.S. 278A.05 AND THIS FINAL MAP SUBSTANTIALLY COMPLES WITH SAID TENTATIVE MAP AND ALL CONDITIONS PURSUANT THERETO HAVE BEEN MET.

CHAIRMAN, ELKO CITY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_



**VICINITY MAP**

(NOT TO SCALE)

### REFERENCES

- THE MAP OF REVISION OF CEDAR ESTATES, LLC OF CEDAR CRESTER SUBDIVISION, UNIT NO. 1, LOTS 101-113, 201-214, 315, 402, 403, 501, 502, AND PARCELS A, FILED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 488127, ON APRIL 23, 2001.
- THE BOUNDARY LINE ADJUSTMENT RECORD OF CEDAR ESTATES, LLC - 88 AREA TRACTS, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 548515, ON FEBRUARY 9, 2006.
- THE PARCEL MAP FOR CEDAR ESTATES, LLC RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 530117, ON JANUARY 28, 2009.
- THE FINAL MAP OF CEDAR ESTATES SUBDIVISION UNIT NUMBER 1, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 417983, ON AUGUST 27, 1997.
- THE FINAL MAP OF CEDAR ESTATES SUBDIVISION UNIT NUMBER 2, RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 461815, ON OCTOBER 30, 2014.

### NOTES

- THE MAP SIZES "BARRIER PARCELS" AS SHOWN ON THE FINAL MAP OF CEDAR ESTATES SUBDIVISION UNIT NO. 2 FOR BAILEY & ASSOCIATES, LLC RECORDED IN THE OFFICE OF THE ELKO COUNTY RECORDER AS FILE NO. 461815, ON OCTOBER 30, 2014.
- IN ADDITION TO THE EXISTING EASEMENTS AND THE EASEMENTS SHOWN A 20' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT WILL BE GRANTED ALONG ALL SIDE AND REAR LOT LINES AND A 7.5' WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT WILL BE GRANTED ALONG ALL PROPOSED STREET RIGHTS-OF-WAY.
- FOR THE CITY OF ELKO, THE PROPOSED SUBDIVISION COMPLES WITH ALL OTHER RELEVANT SECTIONS OF CITY CODE WITH THE EXCEPTION OF 4. LOTS 4, 8, 12, 14, 21, 22, 23 AND 25 ARE LOCATED ON CLARIFIED PORTIONS OF THE STREETS AND HAVE SHOT POINT LOT BOUNDARIES. A REVISION OF STANDARDS IS REQUIRED TO MOVE THESE LOTS COMPLETE.
- TOTAL AREAS:  
 SUBDIVISION = 7.33 ACRES  
 LOTS = 6.20 ACRES  
 RIGHT-OF-WAY = 1.13 ACRES

### OWNER'S CERTIFICATE

KNOWN OF ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, DOUGLAS W. BAILEY, MANAGER OF BAILEY & ASSOCIATES, A NEVADA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PARCELS SHOWN ON THIS MAP DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND OFFER FOR RECORDATION ALL OF THE LANDS AND RIGHT-OF-WAYS FOR PUBLIC ACCESS, UTILITY AND DRAINAGE PURPOSES AS DESIGNATED HEREON, IN WITNESS WHEREOF, DOUGLAS W. BAILEY, MANAGER OF BAILEY & ASSOCIATES, LLC, SET HIS HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DOUGLAS W. BAILEY  
 MANAGER OF BAILEY & ASSOCIATES, LLC

STATE OF NEVADA)

) S.S.

COUNTY OF ELKO)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, DOUGLAS W. BAILEY, PERSONALLY KNOWN (OR PROVED) TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC IN AND FOR ELKO COUNTY, NEVADA

(MY COMMISSION EXPIRES: \_\_\_\_\_)

### COUNTY ASSESSOR'S CERTIFICATE

I, JANET BERANKE, CERTIFY THAT THE ASSESSOR'S PARCEL NUMBERS SHOWN ON THIS PLAT ARE CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF ASSESSOR'S PARCEL NO. 001-428-111.

JANET BERANKE, ELKO COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

### COUNTY TREASURER'S CERTIFICATE

I, CHEERY PAUL, CERTIFY THAT ALL PROPERTY TAXES ON PARCEL NO. 001-428-111 HAVE BEEN PAID FOR THE FISCAL YEAR \_\_\_\_\_.

CHEERY PAUL, COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

### CITY ENGINEER'S CERTIFICATE

I, \_\_\_\_\_, ENGINEER FOR THE CITY OF ELKO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP WITH ALL APPROVED ALTERNATIONS AND THAT ALL PROVISIONS OF N.E.S. 278A.05 THROUGH 278A.08, INCLUDING, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT AND THAT THE MONUMENTS AS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED.

ENGINEER FOR THE CITY OF ELKO \_\_\_\_\_ DATE \_\_\_\_\_

### NV ENERGY CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO NV ENERGY WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICES FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS AT LOCATIONS INDICATED HEREON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.

SERRA PACIFIC POWER COMPANY \_\_\_\_\_ DATE \_\_\_\_\_  
 D.B.A. NV ENERGY

### SOUTHWEST GAS CERTIFICATE

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

SOUTHWEST GAS CORPORATION \_\_\_\_\_ DATE \_\_\_\_\_

### UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY EASEMENTS ARE APPROVED BY THE RESPECTIVE PUBLIC UTILITIES DESCRIBED BELOW.

FRONTIER \_\_\_\_\_ DATE \_\_\_\_\_

SPD MEDIA \_\_\_\_\_ DATE \_\_\_\_\_

FILE NO. \_\_\_\_\_  
 FILED AT THE REQUEST OF  
 SUMMIT ENGINEERING CORP  
 DATE: \_\_\_\_\_ 2021  
 TIME: \_\_\_\_\_ M.

D. MIKE SMALES  
 ELKO COUNTY RECORDER

FINAL MAP  
 OF  
 CEDAR ESTATES SUBDIVISION  
 UNIT NO. 3  
 FOR BAILEY & ASSOCIATES, LLC.

SEC. 15, T.34N. R.88E. W.35E. & M.  
 ELKO COUNTY

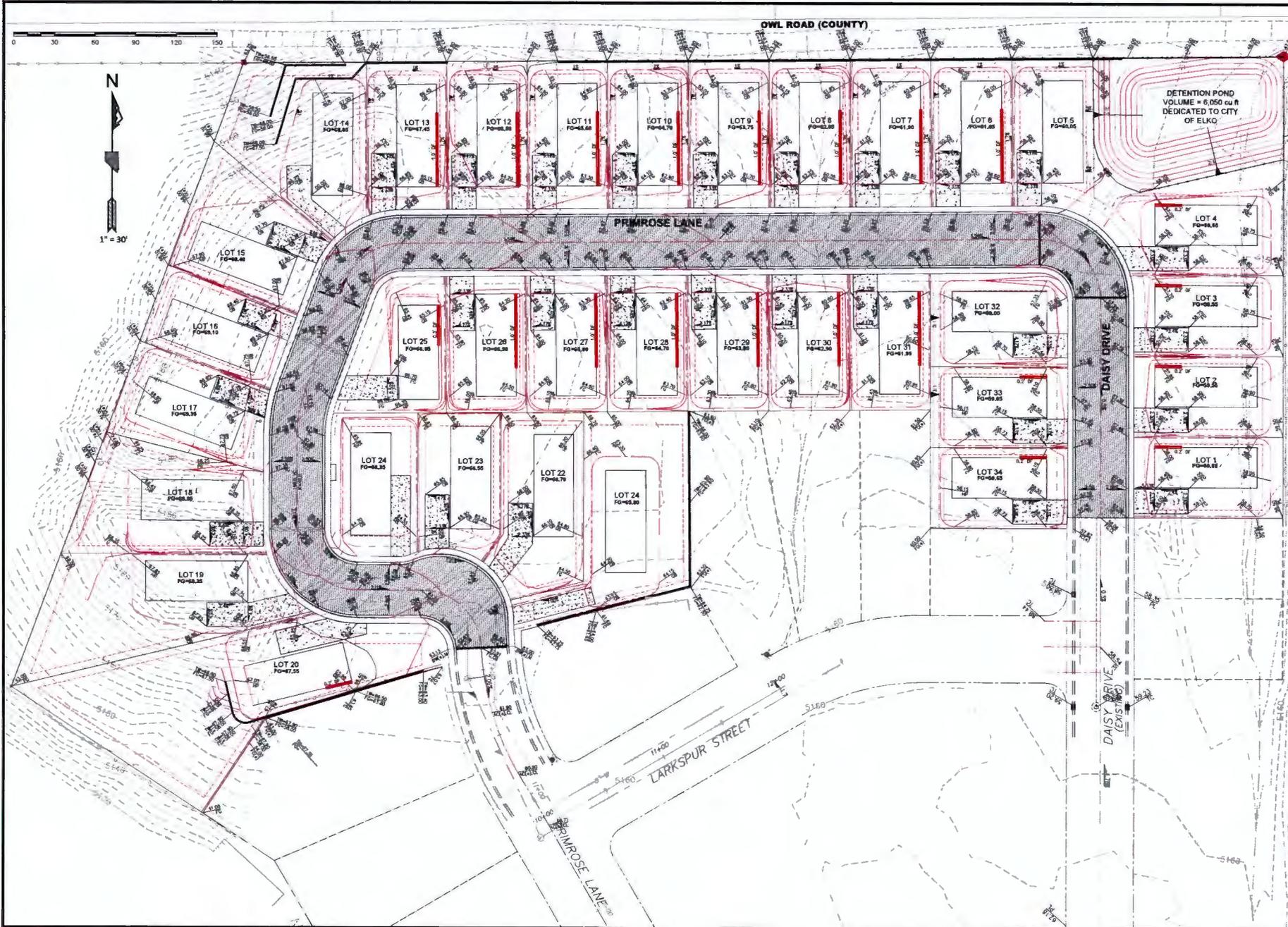
SHEET  
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 OF  
 2

1201 AMBLE WAY  
 ELKO, NV 89601  
 P. 752.737.1775  
 F. 752.737.1776  
 E. INFO@SUMMIT-ENG.COM

SUMMIT ENGINEERING

October 11, 2021





May 18, 2020

REV.	DATE	DESCRIPTION	BY	APP'D

**CIVIL IMPROVEMENTS PLANS FOR  
CEDAR ESTATES SUBDIVISION - UNIT NO. 3  
GRADING PLAN**

ELKO COUNTY NEVADA

DESIGNED BY: CIVIL  
CHECKED BY: NIB  
SCALE  
HORIZ: 1"=40'  
VERT: NONE  
JOB NO: 81956



SHEET  
G-1 OF 13





150 LANCASTER HIGHWAY, ELKO, NV, 89801  
PHONE: (775) 738-8058 FAX: (775) 747-8558

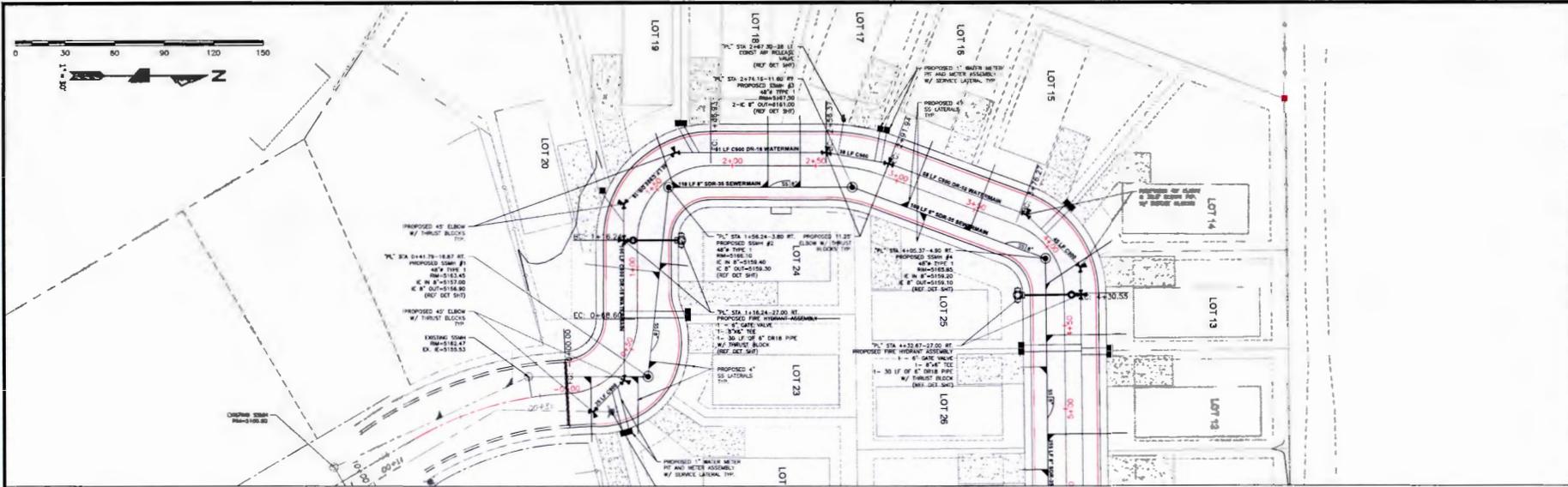
REV.	DATE	DESCRIPTION	BY	APP'D
1	8-21-21	CITY COMMENTS RESPONSE	NIB	NIB

CIVIL IMPROVEMENT PLANS FOR  
CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3  
PLAN & PROFILE ~ PRIMROSE LANE  
ELKO COUNTY NEVADA

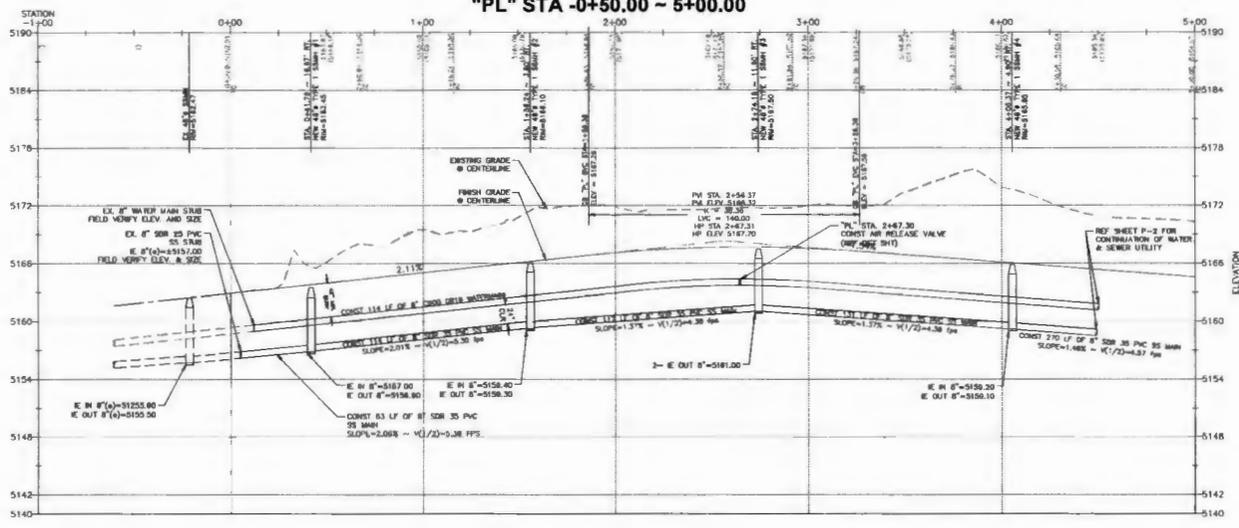
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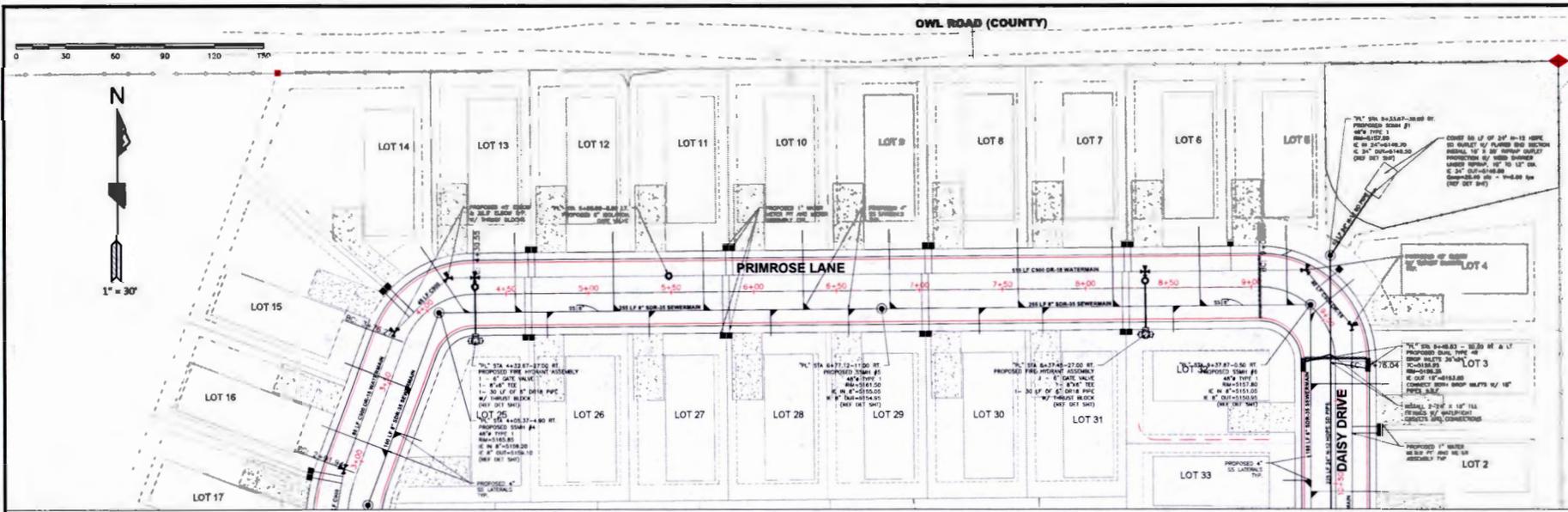
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P-1 of 13



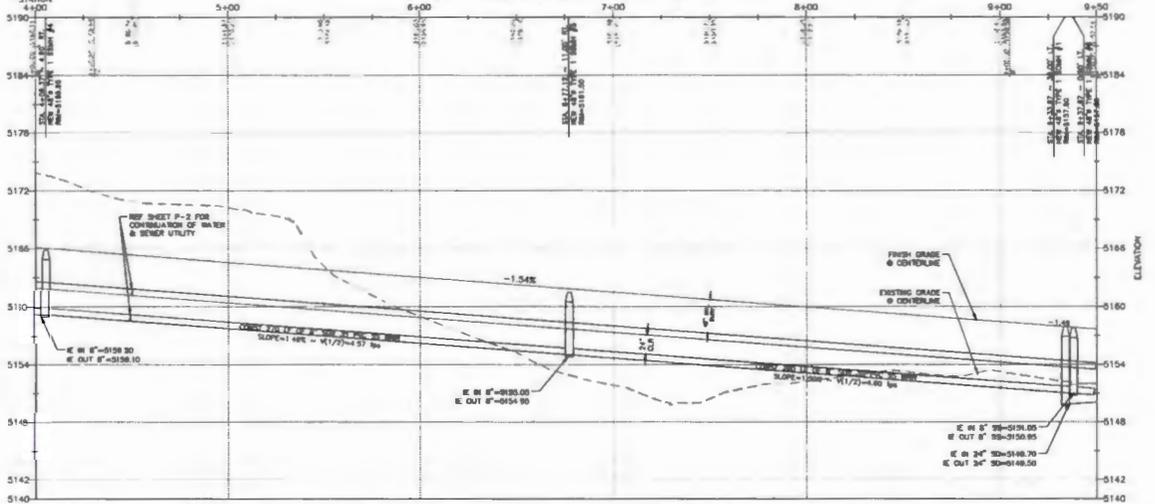
PRIMROSE LANE PROFILE  
"PL" STA -0+50.00 ~ 5+00.00



I:\Projects\2021\81998\_Cedar Estates\Subdiv\CDR\CDR\_Cedar\_Estates.dwg



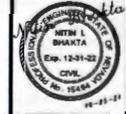
**PRIMROSE LANE PROFILE  
"PL" STA 4+00.00 ~ 9+50.00**



REV.	DATE	DESCRIPTION	BY	APP'D

**CIVIL IMPROVEMENT PLANS FOR  
CEDAR ESTATES SUBDIVISION ~ UNIT NO. 3  
PLAN & PROFILE ~ PRIMROSE LANE**  
 ELKO COUNTY, NEVADA

DESIGNED BY: CIVL  
 CHECKED BY: HIB  
 SCALE:  
 HORIZ: 1"=40'  
 VERT: NONE  
 JOB NO: 81908

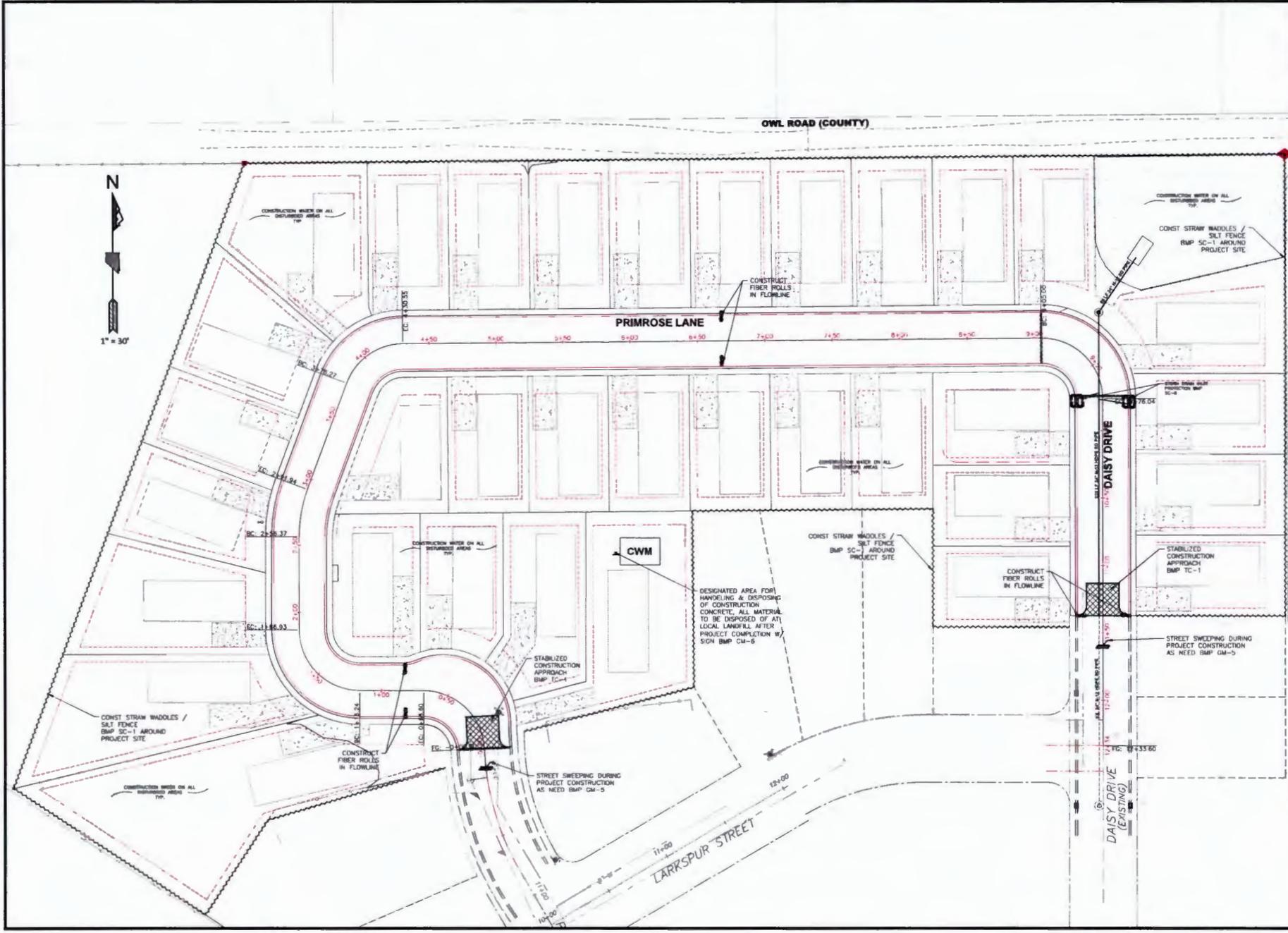








September 28, 2022



REV. DATE DESCRIPTION BY APP'D

CIVIL IMPROVEMENTS PLANS FOR  
CEDAR ESTATES SUBDIVISION - UNIT NO. 3  
EROSION CONTROL PLAN  
ELKO COUNTY NEVADA

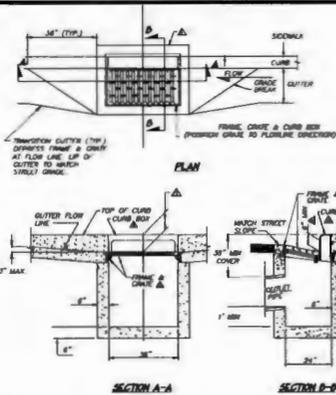
DESIGNED BY: C 30  
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SCALE  
HORIZ: 1"=40'  
VERT: NONE  
JOB NO: 81988



SHEET E-1 OF 13

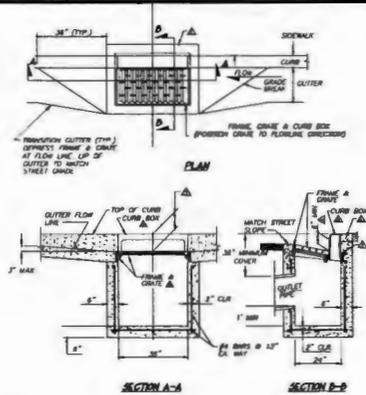






NOTES:  
1. FOR ADDITIONAL NOTES, SEE DETAIL SHEET "TYPE 4R DROP INLET - BODY".

1 TYPE 4R DROP INLET  
CAST IN PLACE - NOT TO SCALE

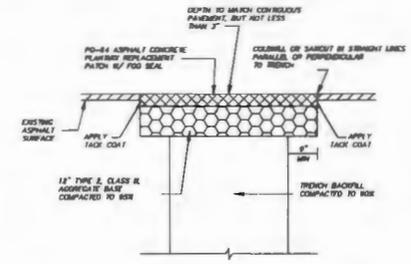


NOTES:  
1. FOR ADDITIONAL NOTES, SEE DETAIL SHEET "TYPE 4R DROP INLET - BODY".

2 TYPE 4R DROP INLET  
CAST IN PLACE - NOT TO SCALE

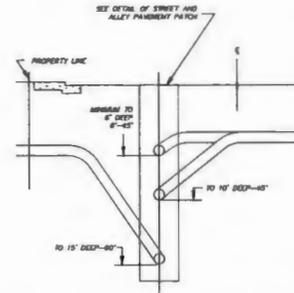
- NOTES:
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 312.14 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - ADVERSE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 301.204 & 301.2 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. USE STRUCTURAL SHOULDER FOR BASE REDUCED DROP INLET FLOOR AND SHOULDER OF DROP INLET AND SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95%.
  - ADJACENT STREETS SHALL MEET THE REQUIREMENTS OF SECTION 320 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. ADJACENT STREETS TO HAVE A MINIMUM OF 3" INCH CLEARANCE.
  - FRAME SHALL BE MINIMUM 4" x 3" x 3/8" OR 4" x 3" x 1/2" SINGLE CURB CAST IN BY A TYPE 1 "Y" CURB OR 4" x 3" x 1/2" SINGLE CURB. SOUL SHALL FORMED WITH ONE SIDE 1/2" UP OF APPROVED EQUAL, INSTALLED WITH PROPER FLOOR DIRECTION OF A PIPE "X" CURB FOR DRAIN FLOW.
  - IF NO SIDEWALK IS PRESENT, POUR 4" CONCRETE CURB STRUCTURE BOUND GRATE AND THE BEAM INTO SIDE.
  - DROP INLET MAY BE A CAST-IN-PLACE CONCRETE CURB WITH PRIOR APPROVAL FROM THE CITY OF ELDO.
  - DROP INLET SHALL BE REINFORCED & LOCATED AT THE LOW POINTS OR PER APPROVED PLANS.
  - A SPECIAL SUPPLY BY THE CITY OF ELDO, SHALL BE APPLIED TO THE TOP OF THE CURB ADJACENT TO THE DROP INLET WHICH READS "NO SURFACING GRASS TO ADJUST".
  - INFLUX PIPE MINIMUM ELEVATION SHALL BE 6.61 FEET ABOVE OUTFLOW PIPE INLET ELEVATION.
  - FRAMES & GRATES SHALL BE MATCHED TO ACHIEVE A CLOSE TOLERANCE FIT, WITH MINIMAL GAPS, AS APPROVED BY THE CITY OF ELDO.
  - STORM DRAIN PIPE EXISTING ON EXISTING DROP INLET SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE) OR IMPROVED CONCRETE PIPE (ICP). USE OF ANY OTHER PIPE WILL REQUIRE PRE-APPROVAL FROM THE CITY OF ELDO. PIPE'S MINIMUM AND MAXIMUM COVER SHALL BE AS PER MANUFACTURER'S RECOMMENDATION.

3 TYPE 4R DROP INLET GEN. NOTES



- NOTES:
- IF COLLAR OR SHOULDER IS WITHIN 2" OF EDGE OF PAVEMENT PATCH, REMOVE EXISTING PAVEMENT TO THAT EDGE AND REPLACE EXISTING SECTION.
  - USE PD-44 ASPHALT CEMENT IN ALL LIFTS OF TYPE 3 PLANT MIX BETWEEN SURFACES.
  - APPLY A SEAL COAT USING SS-1 ENHANCED ASPHALT (MIXED WITH AN EQUAL AMOUNT OF SAND), APPLY AT A RATE OF 6-8 GPM AND APPLY SAND BLOTTER AS NECESSARY.
  - FOR MULTIPLE PLANT MIX STRIPES COURSES, TACK COAT SHALL BE APPLIED BETWEEN EACH PLANT MIX STRIPES COURSE.

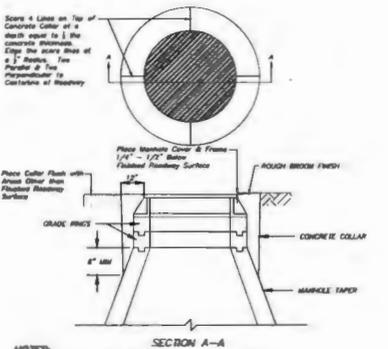
4 PAVEMENT PATCH DETAIL  
NOT TO SCALE



5 SEWER LATERAL CONNECTION ANGLE  
NOT TO SCALE

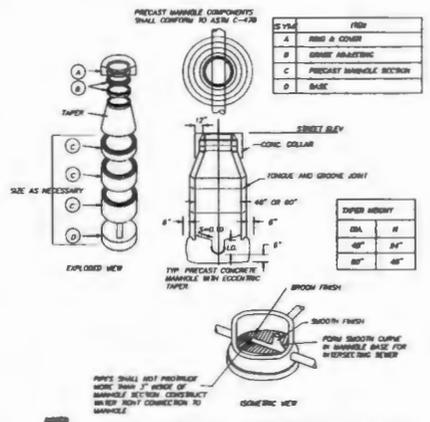
- MANHOLES - GENERAL NOTES:
- ALL MANHOLES SHALL MEET THE REQUIREMENTS OF SECTION 312.14 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - MANHOLE COVERS SHALL BE IDENTIFIED AS STORM DRAIN, WATER OR SEWER CLEARLY DISPLAYED ON THE COVER.
  - ALL REINFORCED AND EXPANSIONS SHALL COMPLY WITH THE LATEST EDITION OF THE A.S.T.M. REQUIREMENTS.
  - PRECAST MANHOLE SECTIONS, OTHER THAN GRADE RINGS, SHALL BE JOINED WITH FLEXIBLE PLASTIC GASKET MATERIAL, SUCH AS "TWIN-NEET" OR EQUAL AS PER MANUFACTURER'S RECOMMENDATION.
  - PIPE & SIZE OF MANHOLE TO BE CONSTRUCTED IN A PARALLEL LOCATION SHALL BE DETERMINED BY THE PIPE SIZE, ALIGNMENT AND GRADE AS FOLLOWS:  
TYPE 1 & 2:  
48" DIA. A. ALL CASES FOR PIPE 18" AND SMALLER.  
B. 24" AND SMALLER PIPE ON ADJACENT LINE & GRADE.  
60" DIA. A. 36" THROUGH 38" PIPE ON ADJACENT LINE AND GRADE.  
B. 36" THROUGH 38" PIPE AT 1/4" BELOW FINISH AND CHANGES AT GRADE OR PIPE SIZE.
  - EXCHANGIBLE SLURRY BACKFILL MAY BE USED AS STRUCTURAL BACKFILL FOR MANHOLES AND MUST MEET THE REQUIREMENTS OF SECTIONS 301.19 & 301.2 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - THE TOTAL HEIGHT OF MANHOLE GRADE RINGS SHALL NOT EXCEED 12 INCHES.

6 MANHOLE GENERAL NOTES  
NOT TO SCALE



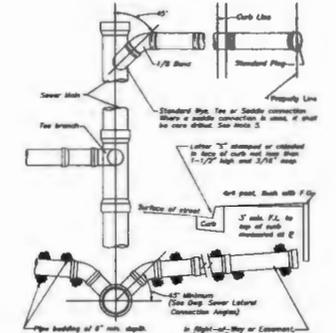
- NOTES:
- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 312.14 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  - MANHOLE COVER & FRAME SHALL BE SET TO 1" BELOW FINISH CONCRETE OR STRAINLESS SURFACE, MANHOLE COLLARS IN ALL OTHER CASES SHALL BE SET FLOOR WITH FINISHED GRADE, UNLESS OTHERWISE SPECIFIED.
  - CONCRETE COLLAR IS REINFORCED WITH MANHOLE IS NOT LOCATED IN CONCRETE OR STRAINLESS SURFACE.
  - REFER TO DETAIL SHEET (MANHOLE - GENERAL NOTES) FOR ADDITIONAL INFORMATION.

7 MANHOLE COLLAR DETAIL  
NOT TO SCALE



- NOTES:
- PIPE SECTION LENGTHS ARRANGED TO FIT DEPTH.
  - PRECAST BASE MAY BE USED IF APPROVED BY GOVERNING AGENCY.
  - MANHOLE STEPS ARE NOT REQUIRED.
  - REFER TO DETAIL SHEET (MANHOLE - GENERAL NOTES) FOR ADDITIONAL INFORMATION.

8 TYPE 148" MANHOLE  
NOT TO SCALE



- NOTES:
- IF NO CASE SHALL A LATERAL CONNECT TO THE SEWER BASE DIRECTLY ON TOP OF MATCH THE FLOORLINE OF THE PIPE.
  - SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 2%.
  - ALL JOISTS ON SEWER LATERAL PIPE WITHIN THE RIGHT-OF-WAY SHALL BE COMPRESSION PIPE.
  - LATERAL SHALL EXTEND TO PROPERTY LINE UNLESS OTHERWISE SHOWN ON PLANS.
  - SADDLE CONNECTION SHALL BE PVC SADDLE BY STAINLESS STEEL STRAPS.
  - ANY UNBROKEN SEWER LATERAL IS THE RESPONSIBILITY OF THE CUSTOMER AND SHALL BE CUT AND CAPPED OR PLUGGED WITHIN 6 INCHES OF THE SEWER MAIN AND SUBJECT TO THE CITY OF ELDO'S APPROVAL.
  - SEWER MANHOLE/LATERAL CONNECTIONS SHALL MEET THE REQUIREMENTS OF IAC 445.4.

9 SEWER LATERAL CONNECTION  
NOT TO SCALE



REV.	DATE	DESCRIPTION
BY: A.PPD		

CIVIL IMPROVEMENTS PLANS FOR  
CEDAR ESTATES SUBDIVISION - UNIT NO. 3  
DETAIL SHEET 3  
ELDO COUNTY NEVADA  
ELDO

DESIGNED BY C 3D  
CHECKED BY NIB  
SCALE  
HORIZ 1"=40'  
VERT NOT AOE  
JOB NO 81866



SHEET D-3 OF 13



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible authorization for Staff to solicit Requests for Qualifications from accounting firms to provide independent auditing services and to prepare the annual audit for the City of Elko for Fiscal Years beginning July 1, 2021 and ending June 30, 2026, and matters related thereto, FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The last Request for Proposal (RFP) for auditing services was done in 2015 for a period of 5 years. The contract was extended for 1 year to finalize the single audit requirements as a result of the Coronavirus Relief Funds (CRF). Staff is requesting authorization to request qualifications for a five-year period for these services. JB**
6. Budget Information:  
    Appropriation Required:  
    Budget amount available:  
    Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Authorize Staff to solicit Requests for Qualifications for independent auditing services for a five-year period beginning July 1, 2021 and ending June 30, 2026.**
10. Prepared by: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action: **At the pleasure of the Council**
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a Land Lease Agreement for Hangar (D4) with GBB EXPRESS P SERIES, LLC., and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14 ,2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **GBB EXPRESS P SERIES, LLC. is the current owner of Hangar D4. The previous agreements had expired and a new lease is required. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80)**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Land Lease agreement D4**
9. Recommended Motion: **Move to approve a Land Lease Agreement with GBB EXPRESS P SERIES, LLC. for Hangar D4.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**LAND LEASE AGREEMENT**  
**(Airport Hangar D4)**

**THIS LAND LEASE AGREEMENT** is made and entered into this 18<sup>th</sup> day of November, 2021 (the "Effective Date") by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and GBB EXPRESS P SERIES, LLC, a Nevada series limited-liability company, hereinafter referred to as "Lessee."

**WHEREAS**, pursuant to NRS 496.080(4) (Sale, lease or other disposal of municipal airports and related facilities and property), the governing body of a city whose population is less than 25,000 may rent or lease to a person a space that is less than one-half of an acre for the parking or storage of aircraft on the grounds of a municipal airport that is owned or operated by the city without conducting or causing to be conducted an appraisal or a public auction;

**WHEREAS**, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a space within a hangar located within the boundaries of the Elko Regional Airport for the purpose of parking and/or storing aircraft;

**WHEREAS**, the leased space is an area of land located within a structure containing a total of three aircraft hangars, referred to as "T-Hangars C7, C8 and D4," respectively;

**WHEREAS**, the parties hereto have determined that this Lease Agreement falls within the exemption contained in NRS 496.080(4);

**NOW, THEREFORE**, for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

**SECTION 1**  
**PROPERTY**

1.01 **Description.** Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of airplane hangars, known as "T-Hangar D4," which land (hereinafter "Leased Premises") is more particularly described at **Exhibit A** and shown on the map at **Exhibit B** attached hereto and made a part hereof by this reference.

**SECTION 2**  
**TERM OF LEASE**

2.01 Term. This Lease Agreement shall begin November 18, 2021 and end at midnight on November 17, 2031 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for one (1) additional ten (10) year term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the Initial Term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of the essence. Notwithstanding any other provision contained herein, all provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the Initial Term; *provided*, in the event the parties are unable to renegotiate mutually-acceptable terms and conditions prior to the expiration of the Initial Term, the option to extend shall thereupon automatically expire and this Lease Agreement shall terminate.

**SECTION 3**  
**RENT**

3.01 Annual Rent. Lessee agree to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

**Hangar D-4: 900 square feet @ \$.28/square foot = \$252.00**

3.02 Initial Payment of Rent. Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$ 252.00 for the first 12 months of the Lease.

3.03 Date Rent Due. After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning November 18, 2021, in the sum of \$252.00. It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar leases at the Elko Regional Airport.

**SECTION 4**  
**USE OF LEASED PREMISES**

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee

shall use the Leased Premises only for the placement of aircraft hangars and the parking and/or storage of aircraft. No other use, including the storage of personal property other than aircraft, shall be made of the Leased Premises.

**SECTION 5**  
**SERVICES TO BE PERFORMED BY LESSEE**

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Cost of Maintenance. The Lessee shall bear all of the costs and expenses of maintaining the Leased Premises and, together with the other owners, the hangar thereon, and the Lessee shall pay, in addition to the rent, all other costs associated with the use and occupancy of the Leased Premises, including insurance, taxes, permits and licenses. Lessee is responsible for allocating the foregoing costs (not including rent) with the other owners of the structure in which the Leased Premises are located and shall hold the City of Elko harmless therefor.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of their property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

**SECTION 6**  
**REMOVAL OF HANGAR**

6.01 Termination Upon Removal of Hangar. In the event any airplane hangar located on the Leased Premises on the Effective Date is removed for a period of thirty (30) consecutive days, this Lease shall terminate without further notice.

**SECTION 7**  
**INTENTIONALLY OMITTED**

**SECTION 8**  
**REMOVAL OF PROPERTY UPON TERMINATION OF LEASE**

8.01 Lessee to Remove Personal Property. In the event of the termination of this Lease Agreement, Lessee shall have a reasonable time to remove from the Leased

Premises all personal property owned by Lessee and any structures placed thereon by Lessee or Lessee's predecessors-in-interest, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repair and restore the land to the condition the land was placed by the Lessor.

## **SECTION 9** **INSURANCE**

9.01 **Personal Property Insurance.** The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 **Liability Insurance.** The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Lease Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$1,000,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$3,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands and actions.

9.03 **Proof of Insurance to Lessor.** The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

## **SECTION 10** **INDEMNIFICATION AND HOLD HARMLESS**

10.01 **Indemnification of City.** The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee' and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

**SECTION 11**  
**CONDUCT BY LESSEE**

11.01 Compliance with Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as Exhibit C.

**SECTION 12**  
**WASTE**

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

**SECTION 13**  
**UTILITIES**

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased Premises.

**SECTION 14**  
**TAXES**

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against property placed upon the Leased Premises. Lessee will pay all necessary license fees.

**SECTION 15**  
**DEFAULT**

15.01 Termination of Lease Upon Default. It is expressly understood and agreed that in case the Lessee, without the consent of the Lessor, shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Lessee to be kept or performed (to include the duty to pay rent), or if the Lessee makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the Lessor may, if it so elects, at any time thereafter, declare all monies at once due and payable terminate this Lease and the term hereof, on giving the Lessee fifteen (15) days' notice, in writing, of the Lessor's intention so to do, and this Lease and the term hereof shall expire and come to an end on

the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof if such default or breach by Lessee shall have not then been corrected. Such notice shall be given as hereinafter set forth. Notwithstanding the foregoing, in the event Lessee commits a violation of Federal, state or local law on the Leased Premises that is punishable as a felony or gross misdemeanor, Lessor may immediately upon giving notice to Lessee, declare all monies at once due and payable terminate this Lease and the term hereof

15.02 Other Remedies. Lessor does hereby specifically retain any and all rights and remedies which may be provided to it by law, or in equity, for actual damage or loss to Lessor or to the Leased Premises sustained by reason of Lessee's use and operation of the Leased Premises.

15.03 No Waiver. The waiver by Lessor of any default or breach of any of the provisions, covenants or conditions hereof on the part of Lessee to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein.

## **SECTION 16** **QUIET POSSESSION**

16.01 Lessee' Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

## **SECTION 17** **IMPROVEMENTS**

17.01 Notification of Lessor. Lessee shall notify Lessor and obtain Lessor's written consent prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee' expense.

## **SECTION 18** **AIRPORT MASTER PLAN**

18.01 Termination of Lease. The Lessee understands that the Lessor may develop and adjust its master plan at the airport and that movement of buildings and structures may become necessary. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease Agreement to the contrary, that if necessitated by a change to the master plan, the Lessor may terminate this Lease at any

time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.

## **SECTION 19** **ASSIGNMENT**

19.01 No Assignment. This Lease Agreement shall not be assigned, nor shall any or all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained. Lessee acknowledges and understands that any such consent by Lessor shall require the approval of the Elko City Council.

## **SECTION 20** **LIENS / ENCUMBRANCES**

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease Agreement and a termination of Lessee's right in and to this Lease Agreement and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease Agreement shall continue in full force and effect.

## **SECTION 21** **CLOSURE OF AIRPORT**

21.01 Rent Abated: Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease Agreement so as to extend and postpone the expiration thereof.

## **SECTION 22** **INSPECTION**

22.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this

Lease.

**SECTION 23**  
**ADDITIONAL TERMS**

23.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

23.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease Agreement shall immediately terminate without further notice and any of Lessee's personal property remaining on the Leased Premises shall become the property of Lessor.

23.03 Waiver. No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO:                   Elko Regional Airport Director  
  City of Elko  
  1751 College Avenue  
  Elko, NV 89801

LESSEE:                            GBB Express P Series, LLC  
  Attn: Alan B. Blach, Manager  
  P.O. Box 789  
  Wells, NV 89835

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the court will award to the prevailing party reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit

of the Lessor, its successors and assigns, and upon the Lessee and the Lessee's heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease Agreement. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease Agreement shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

23.11 Title VI Compliance. Lessee shall comply with the requirements set forth in the document attached hereto at **Exhibit E** entitled "Civil Rights and Non-Discrimination."

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be executed on the day and year first above written.

**LESSOR:**

**CITY OF ELKO**

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

**LESSEE:**

**GBB EXPRESS P SERIES, LLC**

By:   
**ALAN B. BLACH, MANAGER**

**ATTEST:**

\_\_\_\_\_  
**KELLIE WOOLDRIDGE, City Clerk**

Exhibit A

Legal Description of Lease Area

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASE AREA FOR HANGAR D4**

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

Beginning at a point that bears South 77°59'10" East, a distance of 1,654.74 feet from the Elko Regional Airport survey control monument "Cessna";  
Thence, North 44°11'00" East, a distance of 40.00 feet;  
Thence, South 45°49'00" East, a distance of 15.00 feet;  
Thence, South 44°11'00" West, a distance of 10.00 feet;  
Thence, South 45°49'00" East, a distance of 15.00 feet;  
Thence, South 44°11'00" West, a distance of 20.00 feet;  
Thence, North 45°49'00" West, a distance of 15.00 feet;  
Thence, South 44°11'00" West, a distance of 10.00 feet;  
Thence, North 45°49'00" West, a distance of 15.00 feet, more or less, to the point of beginning.

Said Hangar D4 contains an area of ±900 square feet.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

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

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

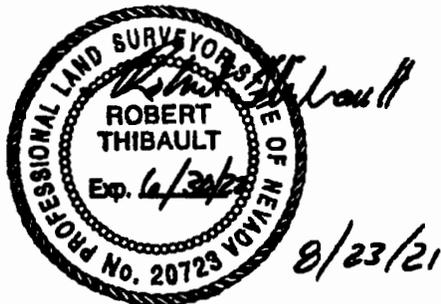
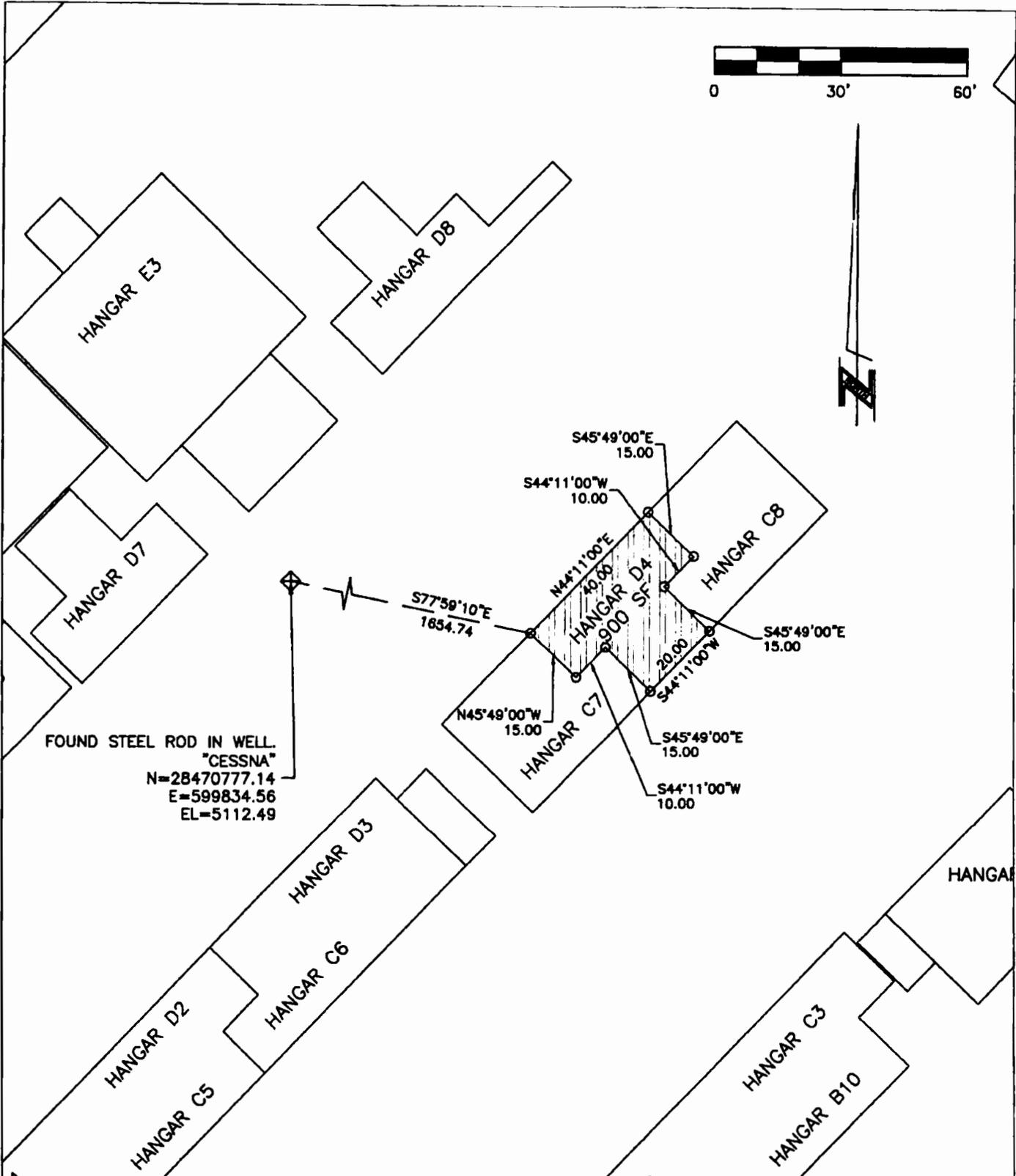


Exhibit B

Map of Hangars D4, C7, C8

Exhibit B

Map of Hangars D4, C7, C8



FOUND STEEL ROD IN WELL.  
 "CESSNA"  
 N=28470777.14  
 E=599834.56  
 EL=5112.49

	<p><b>SCALE</b></p> <p>1" = 100'</p>	<p align="center"><b>EXHIBIT B</b></p> <p align="center"><b>MAP OF LEASE AREA FOR HANGAR D4</b></p> <p align="center"><b>FOR THE ELKO REGIONAL AIRPORT</b></p>	<p>REVISION BY: _____</p> <p>DATE: _____</p> <p>DESIGNED BY: _____</p> <p>DATE: 8/28/2011</p> <p align="center">IN SECTION 16, T 34 N,        R 55 E, M.D.B.&amp;M.</p>
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**Exhibit C**

**Elko Regional Airport Rules and Regulations**

**RULES AND REGULATIONS**  
**Exhibit C**

**CHAPTER I**  
**GENERAL PROVISIONS**

**SECTION 1. Definitions**

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

1. Airport means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.
2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.
3. Council means the Elko City Council of the City of Elko, Nevada.
4. City means the City of Elko, Elko County, Nevada.
5. F.A.A. means the Federal Aviation Administration.
6. Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.
7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

**SECTION 2. Airport Director**

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

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.
2. Coordinates the development and negotiation of airport leases, contracts and

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

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

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

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

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

### **SECTION 3. Rules and Regulations**

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

### **SECTION 4. Special Events**

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only

upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

#### **SECTION 5. Public Use**

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

#### **SECTION 6. Common Use Area**

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

#### **SECTION 7. Vehicular Traffic**

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

#### **SECTION 8. Advertising**

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

**SECTION 9. Acceptance Of Rules By Use**

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

**SECTION 10. Operators To Keep Rules Available**

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

**CHAPTER II**  
**AIRPORT OPERATIONS AND AIRPORT TRAFFIC**

**SECTION 1. General**

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

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

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

**SECTION 2. Ground Rules**

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

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

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

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

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

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

### **SECTION 3. Fire Regulations**

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

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

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

**CHAPTER III**  
**AIRPORT OPERATORS, LEASES, AND CONCESSIONS**

**SECTION 1. Business Activities.**

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

**SECTION 2. Application.**

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

**SECTION 3. Action on Application.**

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

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation

will result in a financial loss to the City: or

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

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

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

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

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

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

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

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

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

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

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

**SECTION 4. Supporting Documents**

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

**SECTION 5. Airport License and Leases Non-Transferable**

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

**SECTION 6. Tie-down Rates**

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

**SECTION 7. Refuse**

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

**SECTION 8. Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

**SECTION 9.           Operation Area.**

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

**SECTION 10.       Fixed Base Operator**

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

**SECTION 11.       Waiver of Chapter III**

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

**SECTION 12.       Business Name**

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

**SECTION 13.       Damage Repair By The City**

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

**CHAPTER IV**  
**PENALTIES**

**SECTION 1.       General**

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other

governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the City Council or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the City Council.

## **SECTION 2. Appeals**

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

## **SECTION 3. Enforcement**

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

# **CHAPTER V GOVERNMENT AGREEMENTS**

## **SECTION 1. War or National Emergency**

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

Exhibit D

Additional Terms Required  
by FAA Safety/Compliance Inspector

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

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

**Exhibit E**

**Civil Rights and Non-Discrimination**

**EXHIBIT E**  
**CIVIL RIGHTS AND NON-DISCRIMINATION**

**TITLE VI COMPLIANCE ADDENDUM**  
**TO**  
**LAND LEASE AGREEMENT**  
**(Airport Hangar D4)**

**THIS TITLE VI COMPLIANCE ADDENDUM TO THE LAND LEASE AGREEMENT (Airport Hangar D4)** (hereinafter "Addendum") was made and entered this \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada (the "City") and GBB EXPRESS P SERIES, LLC, a Nevada series limited-liability company hereinafter "Lessee."

**RECITALS**

**WHEREAS**, on November 18, 2021, the City and Lessee entered into a Land Lease Agreement (Airport Hangar D4) (hereinafter the "Agreement");

**WHEREAS**, compliance with certain Federal statutes and regulations prohibiting discrimination is a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Aviation Administration (FAA);

**NOW, THEREFORE**, for and in consideration of the above recitals and for other good and valuable consideration, the parties agree as follows:

1. **Compliance with Applicable Statutes and Other Requirements:** Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Lessee transfers or assigns the Agreement to another, or in the event of a successor in interest, the transferee, assignee or successor is obligated in the same manner as Lessee. This provision obligates Lessee for the period during which the property is used or possessed by Lessee and the Elko Regional Airport (the "Airport") remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. Nothing herein shall be interpreting as limiting or modifying any restrictions on transfers, assignments or successors in interest set forth in the Agreement.

2. **Specific Anti-Discrimination Statutes and Authorities:** During the performance of the Agreement, Lessee for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities (the "Nondiscrimination Acts and Authorities"):

- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat.

252) (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access

to the parties' programs (70 Fed. Reg. at 74087 to 74100); and

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

3. **Covenant:** Lessee, including transferees, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the list of Nondiscrimination Acts and Authorities, as enumerated in the preceding subsection. In the event of a breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Agreement and, if applicable, enter or re-enter and repossess any land leased from the City and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. **Subcontracts:** During the performance of the Agreement, Lessee, for itself, its transferees, assignees and successors in interest, agrees as follows:

A. **Nondiscrimination:** Lessee, with regard to the work performed by it during the term of the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

B. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of contractor's obligations under the Agreement and the Nondiscrimination Acts and Authorities.

C. **Information and Reports:** Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

D. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the non-discrimination provisions of the Agreement, the City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending the Agreement, in whole or in part.

E. **Incorporation of Provisions:** Lessee will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

5. **Subordination:**

A. The Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States relative to the operation or maintenance of the Airport or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, the Federal Aid to Airport Act, the Airport and Airway Development Act of 1970 and the Airport and Airway Improvement Act of 1982, as such acts have been amended or replaced from time-to-time.

B. The Agreement is subordinate to any bond ordinance, indenture or covenant made by CITY with respect to the Airport prior to or during the term thereof and, in the event of a conflict, the requirements of the ordinance, indenture or covenant shall control.

C. The Agreement and all the provisions thereof shall be subject to whatever right the United States Government now has or in the future may have or require affecting the control, operation, regulation, and taking over of the Airport.

6. **Protection of the Airport:**

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

B. Lessee shall comply with the notice requirement contained in 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), as the same may be amended from time to time ("FAR Part 77"). If the CITY provides notice to the FAA pursuant to FAR Part 77 in connection with the Agreement, Lessee shall cooperate fully by, for example and without limitation, providing all relevant information as may be

required by the CITY or FAA in connection with the notice.

C. Lessee shall not construct, erect or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation. Lessee acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. Lessee shall comply with any conditions, limitation, supplemental notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77.

D. The City reserves for the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the leased premises. This public right of flight shall include the right to cause noise, vibration and other impacts inherent in the operation of aircraft. Lessee agrees that the normal operation of the Airport and aircraft shall not constitute interference with Lessee's rights hereunder.

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

5. **General Provisions.** Except as modified by this Addendum, the Agreement and all previous amendments, extensions and/or assignments shall remain in full force and effect, and the foregoing are hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this Addendum, and the terms of the Agreement or any previous amendments, extensions and/or assignments, the terms of this Addendum shall control. Defined terms used in this Addendum which are not defined herein shall have the meanings set forth in the Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

*(Signatures on next page)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum as of the Effective Date.

**LESSOR:**

**CITY OF ELKO**

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

**LESSEE:**

**GBB EXPRESS P SERIES, LLC**

By:  \_\_\_\_\_  
**ALAN B. BLACH, MANAGER**

**ATTEST:**

\_\_\_\_\_  
**KELLIE WOOLDRIDGE, City Clerk**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Amendment # five (5) to Contract Dated February 26, 2019 Between Jviation, INC. and the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14 ,2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **This item is to amend the current contract between The City of Elko and Jviation, Inc. Jviation contract amendment #5 will cover fees associated with grant administration for Airport Improvement projects AIP 52(CARES), AIP 54(CRRSA) and anticipated future AIP Grant (ARPA). JF**
6. Budget Information:  

Appropriation Required: **NA**  
Budget amount available: **NA**  
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Amendment #5 to Jviation's contract with The City of Elko and supporting documents.**
9. Recommended Motion: **Move to approve Amendment number five (5) to the contract between Jviation, Inc. and The City of Elko.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Kirk Nielsen**  
**[Kirk.nielsen@woolpert.com](mailto:Kirk.nielsen@woolpert.com)**

AMENDMENT NO. FIVE (5) TO CONTRACT  
DATED FEBRUARY 26, 2019  
BETWEEN  
JVIAATION, A WOOLPERT COMPANY  
AND  
THE CITY OF ELKO, NEVADA

The Sponsor and the Engineer agree to amend their Base Agreement dated February 26, 2019 for improvements to the Elko Regional Airport, Elko, Nevada to include fees for engineering services. The item covered by this amendment is described as follows:

- CARES, CRSA, ARPA Billing

This Amendment No. Five (5) shall become effective upon execution by the parties and will remain in effect for four (4) years, unless terminated by the Sponsor or Engineer according to the terms of the Base Agreement. In the event the Engineer is not re-selected in the course of the next four (4) years, the Engineer will have the right to terminate this Amendment No. Five (5).

The Sponsor agrees to pay the Engineer for the services listed under Part A-Basic Services in the following manner, and within the time constraints outlined in the attached development schedule.

**PART A - BASIC SERVICES**

Prepare and Bill RFRs .....	Times and Materials of \$12,050.00
Grant Administration .....	Time and Materials of \$12,560.00
<b>TOTAL BASIC SERVICES .....</b>	<b>Time and Materials Not to Exceed of \$24,610.00</b>

Method of payment shall be as follows:

The Sponsor will pay Engineer a Not to Exceed amount up to \$8,500.00 per fiscal year and a Not to Exceed amount of \$24,610.00 over four (4) years. The hourly rates may increase on an annual basis, but the yearly Not to Exceed amount will not be adjusted unless requested by the Engineer and deemed necessary by the Sponsor.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SPONSOR:  
The City of Elko, Nevada

ENGINEER:  
Jviation, A Woolpert Company

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

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

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

Name: Kirk Nielsen, PE

Title: \_\_\_\_\_

Title: Office Manager

**SCOPE OF WORK  
 FOR  
 City of Elko  
 CARES, CRSSA and ARPA Grant Administration**

This is an Appendix attached to, made a part of and incorporated by reference to the Agreement for Professional Services between the Elko City and Jviation, A Woolpert Company for providing professional services. For the remainder of this scope the Elko City is indicated as “City” and Jviation, A Woolpert Company is indicated as “Consultant”.

**DESCRIPTION**

Consultant will assist the City in billing and grant administration for the CAREs CRSSA and ARPA grant for the airport. The Consultant will bill the grants for the eligible items and help with the grant administration.

**1.0 Prepare and Bill Invoices**

Consultant will help the Airport prepare invoices and submit requests for reimbursement through the FAA’s eDelphi system in accordance with the Department of Transportation/Federal Aviation Administration’s. The invoices will be billed in a manner that is acceptable to the FAA for the City/Airport.

**1.1 Setup.** This task will create a files structure for each of the invoices and receipts to be stored. In addition the billing and tracking templated will be created to submit the invoices in the FAA’s eDelphi system and track the amounts spent on each grant.

**1.2 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred up to 10 times per grant. The Consultant will submit the completed form along with appropriate supporting documentation from the. The Consultant will submit the completed forms and supporting documentation to the FAA for reimbursement.

**1.3 Prepare and Submit Closeout Report.** This task includes preparation of the closeout report in accordance with current FAA Closeout Report guidelines. Paper and electronic copies will be provided.

<b>TASK 1-2 DELIVERABLES:</b>	<b>TO FAA</b>	<b>TO SPONSOR</b>
1.2 Invoices with back up documentation	✓	✓
1.3 Closeout report for each grant	✓	✓

**2.0 Grant Administration**

**2.1 Grant Administration.** This task will be used for various activities needed for the successful billing and utilization of the grants. Activities included are, but not limited to, scoping, contracting, and planning meetings on how to effectively utilize the grants. Invoicing to keep grants active in the FAA’s system

**2.2 Provide Coordination.** It is anticipated Jviation will invoice work completed on this contract quarterly. The useful life of the grants is limited to 4 years in duration.

AIRPORT: Elko Regional Airport  
 PROJECT NUMBER: XX-  
 PROJECT NAME: CARES, CRSSA and ARPA Grant Administration  
 DATE: November 9, 2021



FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
<b>1.0 Prepare and Bill RFRs</b>			
Project Manager V	2 hrs. x	\$ 245.00 /hr = \$	490.00
Senior Consultant I	16 hrs. x	\$ 250.00 /hr = \$	4,000.00
Project Coordinator I	72 hrs. x	\$ 105.00 /hr = \$	7,560.00
Support III	0 hrs. x	\$ 110.00 /hr = \$	-
<b>SUBTOTAL \$</b>			<b>12,050.00</b>

LABOR HOUR BREAKDOWN

TASK	LABOR CATEGORY				Phase Item Costs
	Project Manager V	Senior Consultant I	Project Coordinator I	Support III	
<b>1.0 Prepare and Bill RFRs</b>	Kirk N.	Brad D.	Sherilyn B.	Nancy V.	
1.01 Setup	2		6		\$ 1,120.00
1.02 Prepare Request for Reimbursement		10	60		\$ 8,800.00
1.03 Prepare and Submit Closeout Report		6	6		\$ 2,130.00
					\$ -
					\$ -
					\$ -
<b>TOTALS</b>	<b>2</b>	<b>16</b>	<b>72</b>	<b>0</b>	<b>\$ 12,050.00</b>

Labor Category	Total Hours	Billing Rate	Total Cost
<b>2.0 Grant Administration</b>			
Project Manager V	24 hrs. x	\$ 245.00 /hr = \$	5,880.00
Senior Consultant I	8 hrs. x	\$ 250.00 /hr = \$	2,000.00
Project Coordinator I	32 hrs. x	\$ 105.00 /hr = \$	3,360.00
Support III	12 hrs. x	\$ 110.00 /hr = \$	1,320.00
<b>SUBTOTAL \$</b>			<b>12,560.00</b>

TASK	LABOR CATEGORY				Phase Item Costs
	Project Manager V	Senior Consultant I	Project Coordinator I	Support III	
<b>2.0 Grant Administration</b>	Kirk N.	Brad D.	Sherilyn B.	Nancy V.	
2.01 Grant Administration	12	8	8		\$ 5,780.00
2.02 Provide Coordination	12		24	12	\$ 6,780.00
					\$ -
					\$ -
					\$ -
<b>TOTALS</b>	<b>24</b>	<b>8</b>	<b>32</b>	<b>12</b>	<b>\$ 12,560.00</b>

	Phase Fee	Reimbursable Costs	Total Cost
<b>PART A - BASIC SERVICES (Time and Materials - not to exceed)</b>			
1.0 Prepare and Bill RFRs	\$ 12,050.00	\$ -	\$ 12,050.00
2.0 Grant Administration	\$ 12,560.00	\$ -	\$ 12,560.00
<b>TOTAL</b>	<b>\$ 24,610.00</b>	<b>\$ -</b>	<b>\$ 24,610.00</b>

Comments:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a consulting agreement between the City of Elko and Airplanners, LLC, for the purposes of providing air service management and development tasks on behalf of the City, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko was recently notified of an imminent decrease in commercial air service at Elko Regional Airport. In an effort to retain commercial air service, it will be necessary to negotiate a Minimum Revenue Guarantee (MRG) with SkyWest Airlines within the next thirty (30) days. Airplanners, LLC is experienced in negotiating MRG agreements with airlines, as well as assisting with air service development efforts. CC**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manger**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (this Agreement) made effective December 13, 2021 (the "Effective Date") is by and between Airplanners LLC, a Colorado limited liability company (Consultant) and the City of Elko, a municipal corporation and political subdivision of the State of Nevada ("COE") providing air service management and development at the Elko Regional Airport (EKO)

### RECITALS

**WHEREAS**, Consultant provides professional consulting services regarding airport marketing matters through its employee(s) Kent Myers and/or Bill Tomcich (the Services);

**WHEREAS**, the COE desires to engage Consultant to provide the Services according to this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

#### TERM.

The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2022, unless sooner terminated as provided herein.

#### SCOPE OF SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultants' profession and all applicable federal, state, and local laws and regulations affecting the Services or the subject matter thereof.

#### COMPENSATION BONUSES AND EXPENSES.

In exchange for Consultant's performance of the Services, the COE shall pay consultant \$3,500.00 monthly during the Term (the Compensation); the Compensation shall be paid on or before the tenth day of each month for the previous month's services.

After the immediate Salt Lake City (SLC) - Elko (EKO) air service contract needs are provided as described in Exhibit A, the Consultant will be paid a bonus for the following goals:

Goal 1. If the SLC-EKO service achieves a financial breakeven for the air service contract period or the COE is not required to offer SkyWest a MRG agreement, Consultant will be paid \$30,000 in a normal billing cycle.

Goal 2. If the Consultant is able to secure and negotiate under the terms agreeable to COE for air service to Reno, NV, Consultant will be paid \$7,500.00 bonus and would be invoice to COE on or after the day the service is announced payable in a normal billing cycle.

Goal 3. If Goal number 1 is achieved, the Consultant has the option to renegotiate the compensation and bonus terms and language in this Agreement for air service beyond the SLC Airport.

The Compensation shall compensate Consultant for and be inclusive of all charges, expenses, overhead, payroll costs, employee benefits, insurance, subsistence, and profits, except as specifically set forth herein. Notwithstanding the above, Consultant shall be reimbursed for reasonable and typical out-of-pocket traveling expenses, including but not limited to mileage, airline travel, hotel, and entertainment, provided such expenses are directly associated with performance of the Services and provided further that such expenses are incurred and submitted according to the COE's standard policies. Any reimbursable expense exceeding \$300 that is not included within the Compensation must have prior written approval in order to be reimbursed.

#### INDEMNIFICATION.

- i. Consultant agrees to indemnify, defend and hold harmless the COE, its partners, officers, directors, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Consultant or its employees, contractors or sub-consultants.
- ii. The COE agrees to indemnify, defend and hold harmless Consultant of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorneys' fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind cause by the misconduct or negligent acts, error or omissions of the COE, its partners, officers, directors or employees, in connection with this Agreement. The parties shall not interpret this provision as a waiver of governmental immunity.
- iii. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

#### INSURANCE.

Consultant agrees that at all times during the Term of this Agreement, Consultant shall carry and maintain, in full force and effect and at its sole cost and expense, the

following insurance policies: (a) comprehensive automobile liability insurance on all vehicles used in the Services, in an amount of \$300,000 combined single limits for bodily injury and property damage, per occurrence, naming the COE as an additional insured; and (b) Consultant agrees to provide the COE with certificates of insurance evidencing the policies listed above upon execution of this Agreement.

#### TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon Sixty (60) days' prior written notice to the other. Upon termination, Consultant shall be entitled to compensation for Services performed prior to the date of termination, provided such Services are reasonably satisfactory to the COE.

#### DELEGATION AND ASSIGNMENT.

This is a professional services contract for services to be provided by the sole member of Consultant, Kent Myers, and, therefore, Consultant shall not delegate or assign its duties under this Agreement without the prior written consent of the COE. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

#### NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

If to: Curtis Calder  
City Manager  
City of Elko  
College Avenue  
Elko, Nevada 89801

If to Consultant:

Kent Myers  
Airplanners LLC  
Box 1134  
Avon, CO 81620  
kent@airplanners.net  
Phone: 970-926-5283  
Cell: 970-390-7207

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

#### INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, Consultant is acting as an independent consultant and not as an agent, partner, joint venture or employee of the COE . Consultant does not have any authority to bind the COE in any manner.
- (b) CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT IS NOT ENTITLED TO: (i) UNEMPLOYMENT INSURANCE BENEFITS; OR (ii) WORKERS COMPENSATION COVERAGE, FROM CITY OF ELKO. FURTHER, CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS IT IS PAID RELATED TO THE SERVICES.

#### ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations, and representations pertaining to the obligations to be performed hereunder.

#### CONFIDENTIALITY.

During the Term of this Agreement and thereafter, Consultant shall hold in trust and confidence confidential information, which includes, but is not limited to, financial, technical and other business information relating to COE products, services or inventions, research and development, employee skills and salaries, customers, marketing and current and future business plans.

#### MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

#### ATTORNEY'S FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have



Exhibit A  
Scope of services  
For Airplanners LLC

**Air Service Consulting**

- Assist the COE in finalizing and securing a Minimum Revenue Guarantee (MRG) agreement with SkyWest Airlines for year-round service to the EKO airport.
- Direct and coordinate the development of an air service community alliance that is supported by the public and private sections in the region.
- Review the current research available and make recommendations for research opportunities.
- Offer the COE viable airline options , including but not limited hub city and type of aircraft to meet the projected demand of the service period.
- Negotiate minimum revenue guarantee-or other types of service contracts with the airlines.

**Marketing Development and Coordination**

- Work with the local visitor bureaus and chamber commerce organizations, consultants and/or representatives to improve local and visitor communications regarding air service, investigate and coordinate alliance opportunities with major corporations, business organization and airlines.
- Aid in coordination of the marketing plan with the community, local businesses, tourism organizations, schools, business organizations, transportation companies, and the chambers of commerce.

**Air Service Management**

- Have ongoing and open lines of communications with airlines representing the COE attend air service trade shows at little or no cost to the COE.
- From time to time organize and attend face to face meetings with the airlines.

- Keep the COE updated on other community organizations' funding, air schedules, new markets and airlines' merger and aircraft options
- Maintain or increase seasonal capacity to pre-pandemic levels.
- Work with the airlines to design and/or adjust schedules to optimize connectivity to/from EKO's key flow markets with the optimum fleet mix for operational success.
- Target the EKO passenger deplanements/enplanements fully restored to pre-pandemic levels.
- EKO load factors that exceed those of competing and peer airports.
- Maintained or enhanced flows from key connecting markets as measured by U.S. DOT O&D (origination and destination) reports.
- Development of an airline data reporting program that focuses on load factors, Cost per passenger analysis and origination and destination reports
  - Load Factors – Create an advanced load factor report each week by month for programs that are being managed by the COE.
  - Origination and Destination (O&D) Reports – Create O&D reports for each of the COE's contacted flights.
  - Cost per passenger analysis – Available in the pre-negotiation period to evaluate the breakeven levels of targeted flights.
  - Hub connectivity and schedule reports.
  - Make available monthly fare comparison with peer airports in the western US
  - COE may request additional air related reports and analysis and Airplanners will their best efforts to obtain the needed data.

**Services needed beyond the scope of this proposal**

Items listed below are services not included in this agreement, however Airplanners can advise.

- Grand writing is available but additional fees are applicable
- Fund raising, budgeting, and accounting.
- Execution of the marketing plan
  - Sales
  - Public Relations
  - Advertising
  - Alliance coordination
  - Special Promotions

**Elko City Council  
Agenda Action Sheet**

1. **Title: First reading of Ordinance No. 866 adopting a change in zoning district boundaries, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: December 14, 2021**
3. **Agenda Category: ORDINANCE**
4. **Time Required: 10 Minutes**
5. **Background Information: The Planning Commission held a public hearing on Rezone 1-21 at their meeting December 6, 2021. The Planning Commission recommended that the City Council adopt an ordinance which approves the zoning district boundary amendment from R to C – General Commercial for a portion of APN 001-560-003. CL**
6. **Budget Information:**
  - Appropriation Required: N/A
  - Budget amount available: N/A
  - Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Copy of Ordinance No. 866, Staff Report, Application and Planning Commission Action Report**
9. **Recommended Motion: Conduct first reading of Ordinance No. 866 and direct City Staff to set the matter for second reading, public hearing, and possible adoption.**
10. **Prepared by: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review: City Attorney and Planning Commission**
12. **Council Action:**
13. **Agenda Distribution:**

**CITY OF ELKO  
ORDINANCE NO. 866**

**AN ORDINANCE ADOPTING A CHANGE IN  
ZONING DISTRICT BOUNDARIES**

**WHEREAS**, the Elko City Council has received and reviewed the application for Rezone No. 1-21 submitted by Darrin Perkes of Dominion Engineering, on behalf of McDonald's USA, LLC, a Delaware limited-liability company (collectively "the applicant");

**WHEREAS**, the Elko City Council has considered the Planning Commission's recommendation, and has heard comments from the applicant and persons interested in the proposed zone change;

**WHEREAS**, a first reading of the proposed zoning ordinance was conducted in accordance with Section 2.110(1) of the City Charter;

**WHEREAS**, the Elko City Council approved the proposed zoning ordinance without conditions or modifications at the first reading; and

**WHEREAS**, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and Elko City Code, Section 3-2-21-A(C)(3)(a).

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

**SECTION 1.** Rezone Application No. 1-21, involving a change in zoning from R (Single Family and Multiple Family Residential) to C (General Commercial) Zoning District involving approximately 8,812 square feet of property, specifically a portion of APN 001-560-003, located generally on the west corner of the intersection of Boyd Drive and Idaho Street, more particularly described and shown on the map at Exhibit A attached hereto, is hereby adopted.

**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 \_\_\_\_\_, 202\_\_ by the following vote of the Elko City Council.

**AYES:**

**NAYES:**

**ABSENT:**

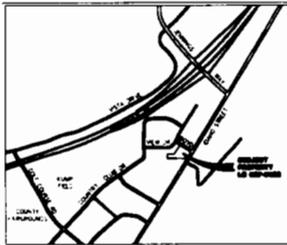
**ABSTAIN:**

CITY OF ELKO

By: \_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY C. WOOLDRIDGE, CITY CLERK



**AREA TO BE REZONED FROM RESIDENTIAL TO COMMERCIAL**  
 0.812 sq. ft. or 0.20 acre

**AREA TO BE REZONED**  
 A portion of an entire tract of land in the 1/4 NW 1/4 NW 1/4 T. 34 N., R. 55 E., NEBM, more particularly described as follows:  
 Commencing at the center 1/4 corner of said Section 11, thence along the East-West 1/4 section line N. 89°55'27" W. 578.99 feet to the point of beginning, and also being on the westerly boundary one of the Nevada State Highway Department's easement roads, as described in Elko County Deeds, Book 37, page 352, on file in the Office of the Elko County Recorder, thence continuing S. 89°52'27" W. 85.26 feet to Corner No. 2 of said tract, the SW corner of said 1/4 NW 1/4, thence along a corner of that parcel described in Elko County Official Records, Book 1, page 203, thence along the 1/4 NW 1/4 0°24'27" W. 80.00 feet to Corner No. 3 of said tract, a point on the westerly line of Golf Course Terrace Subdivision, and No. 1, as drawn on that map on file in the Office of the Elko County Recorder (file No. 11965), thence along said sub-easement boundary N. 89°52'27" E. 134.90 feet to Corner No. 4 of said tract, the Southeastern corner of said subdivision, thence S. 31°26'07" W. 93.84 feet to the point of beginning.  
 Contains 0.812 square feet or 0.20 acre, more or less.



FRANCHISE REALTY INTERSTATE CORPORATION  
 DOC No. 02530228  
 1995 IDAMO STREET  
 ZONED COMMERCIAL  
 APR: 001-880-023  
 SEC. 68.812 SF OR 1.508 ACRES  
 FIELD 68,846 SF OR 1.507 ACRES



PREPARED BY: <b>APRIL 2023</b> DRAWN BY: <b>APRIL 2023</b> CHECKED BY: <b>APRIL 2023</b> APPROVED BY: <b>APRIL 2023</b>	<b>MCDONALD'S USA, LLC</b> <b>CITY OF ELKO, ELKO COUNTY, NEVADA</b>	<b>Surveying Association, L.C.</b> 5484 South Green Street Reno, NV 89512, 800-725-8000	<b>MCDONALD'S - REZONE EXHIBIT</b> <b>1995 IDAMO STREET - LC 027-0023</b> LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 55 EAST, R.D.S.A.M.	PROJECT NO. <b>3406-03</b> SHEET NO. <b>1 of 1</b>
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# 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 December 7, 2021

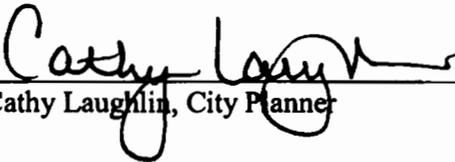
WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 7, 2021 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 1-21, filed by Dominion Engineering on behalf of McDonald's USA, Inc., for a change in zoning from R (Single Family and Multiple Family Residential) to C (General Commercial) Zoning District, approximately 8,812 square feet of property, to allow for a proposed redevelopment of the property, and matters related thereto.

The existing parcel is currently two different zoning districts. This application is requesting to create one zoning district on the parcel consistent with the proposed redevelopment of the parcel.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an Ordinance which approves Rezone No. 1-21.

The Planning Commission's findings to support its recommendation are the proposed rezone is in conformance with the Master Plan Land Use Component. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure. The proposed rezone is consistent with City of Elko Wellhead Protection Plan. The proposed rezone is consistent with Elko City Code 3-2-4(B) & (C). The proposed rezone is in conformance with Section 3-2-10(B) C- General Commercial Zoning District. The proposed rezone is consistent with Elko City Code 3-2-17. Development under the proposed rezone will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc. or pose a danger to human health and safety.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Knopp, Administrative Assistant

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



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

## CITY OF ELKO STAFF REPORT

**MEMO DATE:** November 18, 2021  
**PLANNING COMMISSION DATE:** December 7, 2021  
**APPLICATION NUMBER:** REZONE 1-21  
**APPLICANT:** Dominion Engineering Associates, L.C. on behalf of McDonald's USA, Inc.

### **PROJECT DESCRIPTION:**

A rezone from (R) Single Family and Multiple Family Residential to (C) General Commercial to allow for the redevelopment of the property with only one zoning district on the parcel.



### **STAFF RECOMMENDATION:**

RECOMMEND to APPROVE, subject to findings of fact as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-560-003

**PARCEL SIZE:** 1.56 acres

**EXISTING ZONING:** (C) General Commercial and (R) Single family and multiple family residential

**MASTER PLAN DESIGNATION:** (COMM-HWY) Commercial Highway

**EXISTING LAND USE:** Developed land, proposed to be demolished and redeveloped with the same use

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: General Commercial (C) and (R) Residential / Developed  
South: Public, Quasi Public (PQP) / Developed  
West: Residential (R) / Developed  
East: Industrial Commercial (IC) / Developed

### **PROPERTY CHARACTERISTICS:**

The property is generally flat.  
The property is access from Idaho Street as well as Boyd Drive.

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

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-10 Commercial Zoning District
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Section 3-8 Flood Plain Management

### **BACKGROUND:**

1. The portion of the property in which is requesting the zone amendment was part of the Golf Course Terrace Unit 1 subdivision. It was originally planned as part of the subdivision to have a dedicated road behind the parcels which is now the area that is zoned (R) Residential.
2. The rezone includes only a portion of APN 001-560-003. The entire parcel is 67, 954 sq. ft. and the rezone includes only 8,812 sq. ft.
3. The property fronts Idaho Street as well as Boyd Drive.
4. The property has been developed therefore City of Elko utilities have been utilized.

5. Other non-city utilities are located in the immediate area.

### **MASTER PLAN**

#### **Land use:**

1. The Master Plan Land Use Atlas shows the area as Commercial Highway.
2. C- General Commercial is a corresponding zoning district for Commercial Highway as well as Planned Commercial, Industrial Commercial and Convenience Commercial.
3. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
4. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
5. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

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

#### **Transportation:**

1. The area will be accessed from Idaho Street and Boyd Drive.
2. Idaho Street is classified as a Major Arterial and Boyd Drive is classified as a local.
3. There is pedestrian access along both frontages.
4. The proposed development is reducing the existing access points off Idaho Street from two to one.

The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

### **ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

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

1. The property is located within a 2-year capture zone for the City of Elko wells.

The proposed use of the property does not present a hazard to City wells.

### **SECTION 3-8**

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

### **SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS**

1. Section 3-2-4(B) Required Conformity To District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.

- No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
- No building or other structure shall hereafter be erected or altered:
  - a. To exceed the heights required by the current City Airport Master Plan;
  - b. To accommodate or house a greater number of families than as permitted in this chapter;
  - c. To occupy a greater percentage of lot area; or
  - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
- No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
- No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The property as developed today as well as the proposed redevelopment of the property as a fast food restaurant, conforms to Section 3-2-4 of city code.

**SECTION 3-2-10 (C) General Commercial Zoning District:**

1. Conformance with the section is required as the property is redeveloped.

**SECTION 3-2-17 Traffic, Access, Parking and Loading Regulations:**

1. Conformance with the section is required as the property is redeveloped.

**SECTION 3-2-21 Amendments:**

1. The applicant has conformed to this section of code with the filing of the application.

**FINDINGS**

1. The proposed rezone is in conformance with the Master Plan Land Use Component.
2. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.
3. The proposed rezone is consistent with City of Elko Wellhead Protection Plan.
4. The proposed rezone is consistent with Elko City Code 3-2-4 (B) & (C)
5. The proposed rezone is in conformance with Section 3-2-10(B) C-General Commercial Zoning District.

6. The proposed rezone is consistent with Elko City Code 3-2-17
7. Development under the proposed rezone will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc. or pose a danger to human health and safety.

**STAFF RECOMMENDATION:**

Staff recommends this item be **APPROVED**

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 12/7**

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

Title: Rezone No. 1-21

Applicant(s): Dominion Engineering on behalf of McDonald's USA, Inc.

Site Location: 1995 Idaho Street - APN 001-560-003

Current Zoning: C+R Date Received: 11/12/21 Date Public Notice: 11/26

COMMENT: This is to change the zoning on a portion of APN 001-560-003 from R (Single Family + Multiple Family Residential) to C (General Commercial).

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

Assistant City Manager: Date: 11/19/21

Recommend approval as presented by staff

SAC  
Initial

City Manager: Date: 11/22/21

No comments/concerns.

CE  
Initial



# 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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November 30, 2021

Dominion Engineering  
Attn: Darrin Perkes  
[Darrin@dominioneng.net](mailto:Darrin@dominioneng.net)

Re: Rezone No. 1-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone at **+1 (408) 650-3123** The **Access Code** for this meeting is **303-168-685**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

*Shelby Knopp*

Shelby Knopp  
Administrative Assistant

Enclosures

CC: McDonald's USA, Inc., Attn: Chuck Morgan, [Chuck.morgan@us.mcd.com](mailto:Chuck.morgan@us.mcd.com)

Rezone 1-21 Dominion Eng. / McDonald's

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001590020	1940 IDAHO ST LLC	ATTN: SEAN PHELAN	800 MARIQUITA RD	CORRALES NM	87048-8240
001571002	AGUILAR, DANIEL		1019 SILVER ST	ELKO NV	89801-3936
001571010	ALLSET HOME BUYERS	C/O BARONE, MITCHELL	7020 PEPPERMINT DRIVE	RENO NV	89506-1755
001574003	ARMUTH, DIANE K		1928 VIEW DR	ELKO NV	89801-2622
001571012	LAVERETT, TRENT		5073 SNOWY MOUNTAIN DR	WINNEMUCCA NV	89445-3992
001583002	BEACHEL, DELLA R		PO BOX 1558	ELKO NV	89803-1558
001583003	BEHONEK, JAMES B TR		2024 GOLF DR	ELKO NV	89801-2614
001583001	BOWMAN, JESSIE LIAN		698 BOYD DR	ELKO NV	89801-2608
001574006	BROWN, JAMES ERIC & ALICIA		1964 VIEW DR	ELKO NV	89801-2622
001574002	BYARS, JAMES K & JENNY L TR		1916 VIEW DR	ELKO NV	89801-2622
001590010	DHARNI HOTELS LLC		9481 N 3830 W	CEDAR HILLS UT	84062-8004
001601011	ELKO PROPERTIES LLC		1750 MANZANITA DR STE 1	ELKO NV	89801-1600
001574009	FINCHER, JERALD T & DEANNA M		697 BOYD DR	ELKO NV	89801-2607
001601012	GBK PROPERTIES LLC	ATTN: JIM TAGGART	76 W 13775 S STE 2	DRAPER UT	84020-8875
001590021	GM INVESTMENTS LLC		7124 BEACON DR	RENO NV	89506-5638
001560008	HANINGTON, GARY ET AL	C/O AMERICAN HIGH VOLTAGE	2002 IDAHO ST	ELKO NV	89801-2627
001572008	HERNANDEZ, LOURDES		2005 ELLIS WAY	ELKO NV	89801-2624
001574007	KONAKIS, FERRON & TRACY	CO/NICK S KONAKIS	1898 LAXALT WAY	ELKO NV	89801-2693
001574004	LATCHAW, ROBERT A ET AL		1940 VIEW DR	ELKO NV	89801-2622
001571007	LOUP, MICHAEL E		1965 VIEW DR	ELKO NV	89801-2664
001560019	MAVERICK ELKO LLC		2926 MONTESSOURI ST	LAS VEGAS NV	89117-3152
001560021	MAVERICK ELKO LLC		2926 MONTESSOURI ST	LAS VEGAS NV	89117-3152
001571013	MCDADE, JOSEPH & YOLANDA		2028 ELLIS WAY	ELKO NV	89801-2623
001574005	MCLEAN, JEFFREY SCOTT		1952 VIEW DR	ELKO NV	89801-2622
001574008	MEDINA, ANGELO T & VIVIAN		1988 VIEW DR	ELKO NV	89801-2622
001571006	MOORE, JONATHAN & ANGELA		1989 VIEW DR	ELKO NV	89801-2664
001560002	NEVADA STATE OF	C/O BUILDINGS & GROUNDS	1263 S STEWART ST	CARSON CITY NV	89712-0001
001571004	NIELSON, STEVEN & LEA ANNE		2015 GOLF DR	ELKO NV	89801-2613
001571011	PRUNTY, GARY A		2016 ELLIS WAY	ELKO NV	89801-2623
001583004	QUINTENO, JONATHAN ESCOBAR		2034 GOLF DR	ELKO NV	89801-2614

001571005 SCHOEN, MARK S  
001571008 SEYMORE, DEBBIE M ET AL  
001571009 TAYLOR, DANIELLE  
001571003 WAITS, PATSY A TR

2005 GOLF DRIVE  
1953 VIEW DR  
2004 ELLIS WAY  
HC 65 BOX 8

ELKO NV  
ELKO NV  
ELKO NV  
AUSTIN NV

89801-2564  
89801-2664  
89801-2623  
89310-9103

33

\* = Property Owners Outside the  
original 300ft+ radius to  
achieve 30 parcels

Post Marked 11/24/21

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Planning Commission will conduct a public hearing on Tuesday, December 7, 2021 beginning at 5:30 P.M. P.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, by representative, or via [Gotomeeting.com](http://Gotomeeting.com).

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone. **+1 (408) 650-3123**. The **Access Code** for this meeting is **303-168-685**. Members of the public that do not wish to use GoToMeeting may call in at (775)777-0590. Comments can also be emailed to [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov).

The specific item to be considered under public hearing format is:

- Rezone No. 1-21, filed by Dominion Engineering on behalf of McDonald's USA, LLC, for a change in zoning from R (Single-Family and Multiple-Family Residential) to C (General Commercial) Zoning District, approximately 8,812 square feet of property, specifically a portion of APN 001-560-003, located generally on the west corner of the intersection of Boyd Drive and Idaho Street, more particularly described as:

A portion of an entire tract of land in the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  T. 34 N., R. 55 E., MDB&M, more particularly described as follows:

Commencing at the center  $\frac{1}{4}$  corner of said Section 11; Thence along the East-West  $\frac{1}{4}$  section line S  $89^{\circ}55'27''$  W., 578.99 feet to the point of beginning and also being on the northerly boundary line of the Nevada State Highway Department division yards as described in Elko County Deeds, Book 57, page 352, on file in the Office of the Elko County Recorder; thence continuing S.  $89^{\circ}55'27''$  W., 85.39 feet to Corner No. 2 of said tract, the SW corner of said SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; also being a corner of that parcel described in Elko County Official Records, Book 1, page 203; thence along the  $\frac{1}{64}$  line N.  $0^{\circ}24'27''$  W., 80.00 feet to Corner No. 3 of said tract, a point on the southerly line of Golf Course Terrace Subdivision Unit No. 1, as shown on that map on file in the Office of the Elko County Recorder (File No. 13265); thence along said sub-division boundary N.  $89^{\circ}55'27''$  E., 134.90 feet to Corner No. 4 of said tract, the Southeasterly corner of said subdivision; thence S.  $31^{\circ}26'07''$  W. 93.84 feet to the point of beginning.

The intent of the zone change is to allow for proposed redevelopment of the property.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY PLANNING COMMISSION**



# CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801  
(775) 777-7160 phone \* (775) 777-7219 fax

## APPLICATION FOR ZONE CHANGE

<b>APPLICANT(s):</b>	DARRIN PERKES		
<b>MAILING ADDRESS:</b>	5684 SOUTH GREEN STREET, MURRAY, UTAH 84123		
<b>PHONE NO (Home)</b>	801-815-4227	<b>(Business)</b>	801-713-3000
<b>NAME OF PROPERTY OWNER (If different):</b>	McDonald's USA, LLC		
	<i>(Property owner's consent in writing must be provided.)</i>		
<b>MAILING ADDRESS:</b>	110 N Carpenter St, Chicago, IL 60607-2101		
<b>LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):</b>			
<b>ASSESSOR'S PARCEL NO.:</b>	001-560-003	<b>Address</b>	1995 IDAHO STREET
<b>Lot(s), Block(s), &amp; Subdivision</b>			
<b>Or Parcel(s) &amp; File No.</b>	DOC. NO. 025300259		

### 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).

**Fee:** A \$500.00 non-refundable filing fee.

**Area Map:** A map of the area proposed for this zone change must be provided.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

**Legal Description:** A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example).

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 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 this Rezone Application.

RECEIVED

1. Identify the existing zoning classification of the property: RESIDENTIAL

2. Identify the zoning Classification being proposed/requested: COMMERCIAL

3. Explain in detail the type and nature of the use anticipated on the property:  
THIS SMALL PORTION OF PROPERTY IN NORTH WEST CORNER IS CURRENTLY USED AS LANDSCAPE AND OUTDOOR PICNIC  
DINING AREA FOR THE MCDONALD'S RESTAURANT. IT IS ANTICIPATED THAT THIS PROPERTY WILL CONTINUE WITH THIS USE.

4. Explain how the proposed zoning classification relates with other zoning classifications in the area:  
WITH THE ZONE CHANGE, THE ENTIRE MCDONALD'S PROPERTY WILL BE ZONED COMMERCIAL. NEIGHBORING PROPERTIES  
TO THE EAST AND SOUTH ARE ZONED COMMERCIAL, PROPERTIES TO THE NORTH ARE ZONED AS RESIDENTIAL.

5. Identify any unique physical features or characteristics associated with the property:  
THE PORTION OF PROPERTY TO BE REZONED IS CURRENTLY BEING USED AS LANDSCAPE AND OUTDOOR DINING AREA,  
IT WILL CONTINUE TO BE USED AS SUCH. NO UNIQUE PHYSICAL FEATURES HAVE BEEN IDENTIFIED.

(Use additional pages if necessary to address questions 3 through 5)

**By My Signature below:**

- I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- I have carefully read and completed all questions contained within this application to the best of my ability.

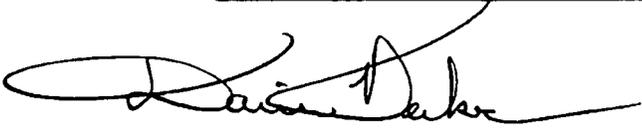
**Applicant / Agent** Darrin Perkes  
(Please print or type)

**Mailing Address** 5684 South Green Street  
Street Address or P.O. Box

Murray, Utah 84123  
City, State, Zip Code

Phone Number: 801-713-3000

Email address: darrin@dominioneng.net

**SIGNATURE:** 

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**FOR OFFICE USE ONLY**

File No.: 1-21 Date Filed: 11/12/21 Fee Paid: \$500 cv# 8155

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**DOMINION**  
**Engineering Associates, L.C.**  
Engineering • Land Planning • Landscape Architecture • Surveying

Transmittal

RECEIVED

NOV 12 2021

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**Date:** November 10, 2021

**Attention:** City of Elko  
Attn: Shelby Knopp  
1751 College Avenue  
Elko, NV  
89801  
775-777-7160

**Method:** Fed-Ex Delivery

**Re:** McDonald's Zone Change Application

**Items Included:** Application fee of \$500  
Application for Zone Change  
Site Plan Exhibit (11 x 17 & 24 x 36 format)  
CD with application and drawing in pdf form  
Printed email of McDonald's Authorization

**By:** Darrin Perkes, PLA  
Dominion Engineering  
[darrin@dominioneng.net](mailto:darrin@dominioneng.net)  
801-713-3000

**Darrin Perkes**

---

**From:** Morgan Chuck <chuck.morgan@us.mcd.com>  
**Sent:** Tuesday, November 9, 2021 4:38 PM  
**To:** sknopp@elkocitynv.gov  
**Cc:** Darrin Perkes  
**Subject:** McDonalds Elko rezoning application

**RECEIVED**

NOV 12 2021

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Hi Shelby...Darrin Perkes of Dominion Engineering is authorized to act on McDonalds behalf with regards to the McDonald's Elko rezoning application. If you have any question please do not hesitate to reach out to me.  
Thanks

*Chuck Morgan*

| Area Construction Manager – McDonald's USA, Inc. | U.S. Restaurant Development |  
4643 South Ulster St, Suite 1300 | Denver, CO 80237 | Cell: 303-807-6209  
chuck.morgan@us.mcd.com

**Elko City Council  
Agenda Action Sheet**

1. **Title: First reading of Ordinance No. 867 adopting a change in zoning district boundaries, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: December 14, 2021**
3. **Agenda Category: ORDINANCE**
4. **Time Required: 10 Minutes**
5. **Background Information: The Planning Commission held a public hearing on Rezone 2-21 at their meeting December 6, 2021. The Planning Commission recommended that the City Council adopt an ordinance which approves the zoning district boundary amendment from GI to C-General Commercial for APN 001-335-001. CL**
6. **Budget Information:**
  - Appropriation Required: N/A
  - Budget amount available: N/A
  - Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Copy of Ordinance No. 867, Staff Report, Application and Planning Commission Action Report**
9. **Recommended Motion: Conduct first reading of Ordinance No. 867 and direct City Staff to set the matter for second reading, public hearing, and possible adoption.**
10. **Prepared By: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review: City Attorney and Planning Commission**
12. **Council Action:**
13. **Agenda Distribution:**

**CITY OF ELKO  
ORDINANCE NO. 867**

**AN ORDINANCE ADOPTING A CHANGE IN  
ZONING DISTRICT BOUNDARIES**

**WHEREAS**, the Elko City Council has received and reviewed the application for Rezone No. 2-21 submitted by Walsh Properties, LLC, a Nevada limited-liability company (“the applicant”);

**WHEREAS**, the Elko City Council has considered the Planning Commission’s recommendation, and has heard comments from the applicant and persons interested in the proposed zone change;

**WHEREAS**, a first reading of the proposed zoning ordinance was conducted in accordance with Section 2.110(1) of the City Charter;

**WHEREAS**, the Elko City Council approved the proposed zoning ordinance without conditions or modifications at the first reading; and

**WHEREAS**, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and Elko City Code, Section 3-2-21-A(C)(3)(a).

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

**SECTION 1.** Rezone Application No. 2-21, involving a change in zoning from GI (General Industrial) to C (General Commercial) Zoning District involving approximately 18,015 square feet of property, specifically APN 001-335-001, located at 123 Second Street, more particularly described in Exhibit A, and shown on the map at Exhibit B attached hereto, is hereby adopted.

**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 \_\_\_\_\_, 202\_\_ by the following vote of the Elko City Council.

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

CITY OF ELKO

By: \_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY C. WOOLDRIDGE, CITY CLERK

RECEIVED

NOV 15 2021

**EXHIBIT A**  
**ZONING CHANGE FOR WALSH RECLAMATION**  
November 9, 2021

A parcel of land located in the City of Elko, Nevada, more particularly described as follows:

Beginning at the centerline intersection of Silver Street and Second Street, being Corner No. 1, the True Point of Beginning;

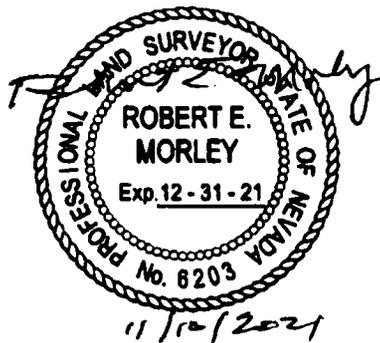
Thence S 48° 02' 29" E, 200.15 feet along the centerline of said Second Street to Corner No. 2, a point being the centerline intersection of Second Street and River Street;

Thence S 41° 57' 30" W, 90.00 feet along the centerline of said River Street to Corner No. 3;

Thence N 48° 02' 29" W, 200.18 feet to Corner No. 4, a point being on the centerline of said Silver Street;

Thence N 41° 58' 28" E, 90.00 feet along the said centerline of Silver Street to Corner No. 1, the point of beginning, containing 18,015 Sq. Ft., more or less.

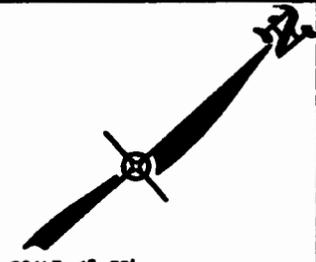
Reference is hereby made to Exhibit B, Map to Accompany Zone Change Application for the Walsh Reclamation attached hereto and made a part hereof.



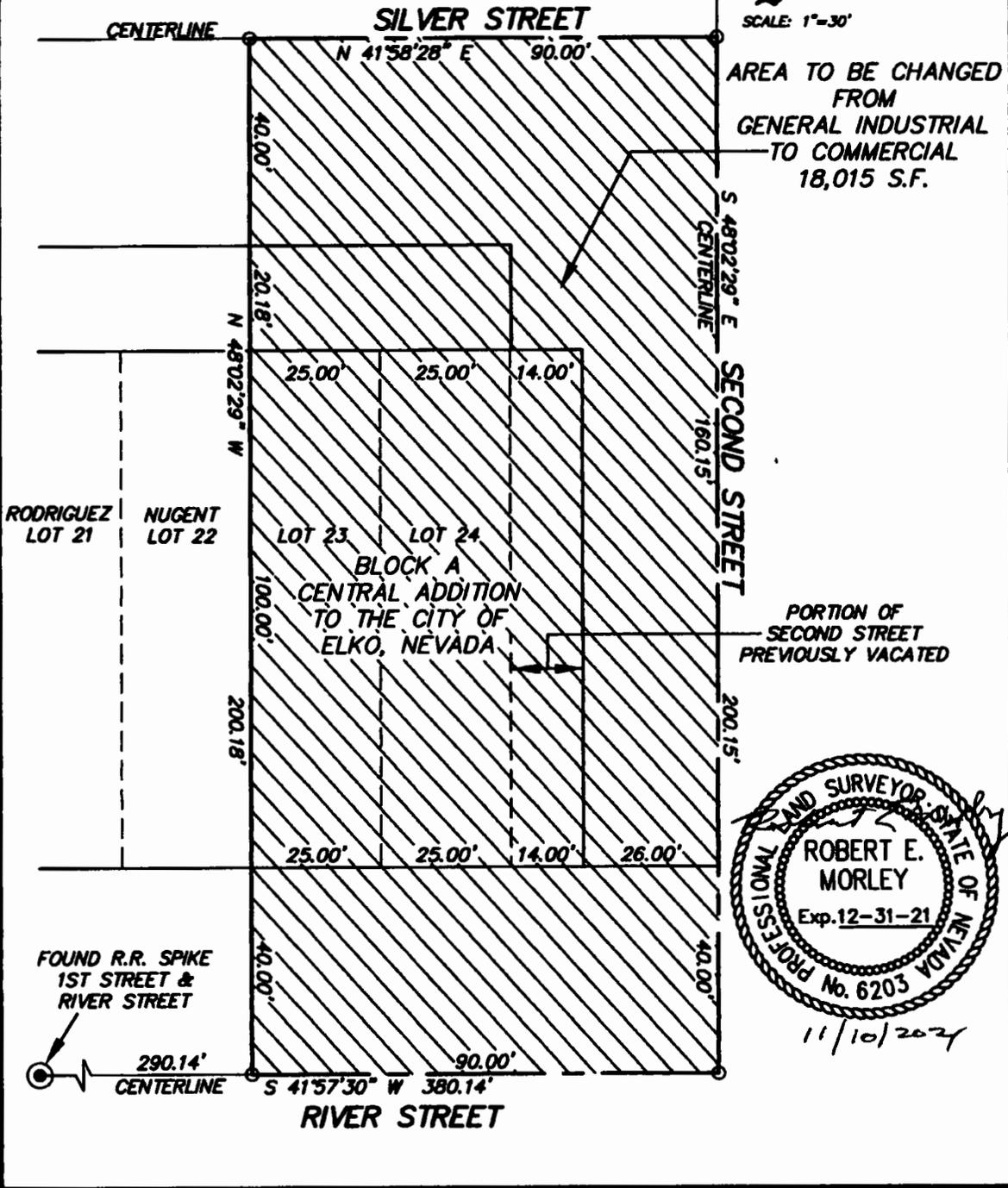
RECEIVED

NOV 15 2021

**EXHIBIT B  
MAP TO ACCOMPANY  
ZONE CHANGE APPLICATION  
FOR  
WALSH RECLAMATION**

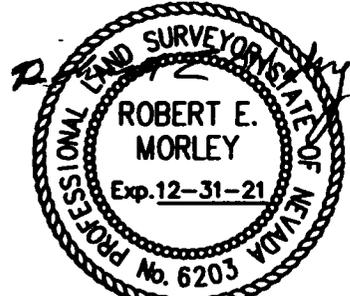


SCALE: 1"=30'



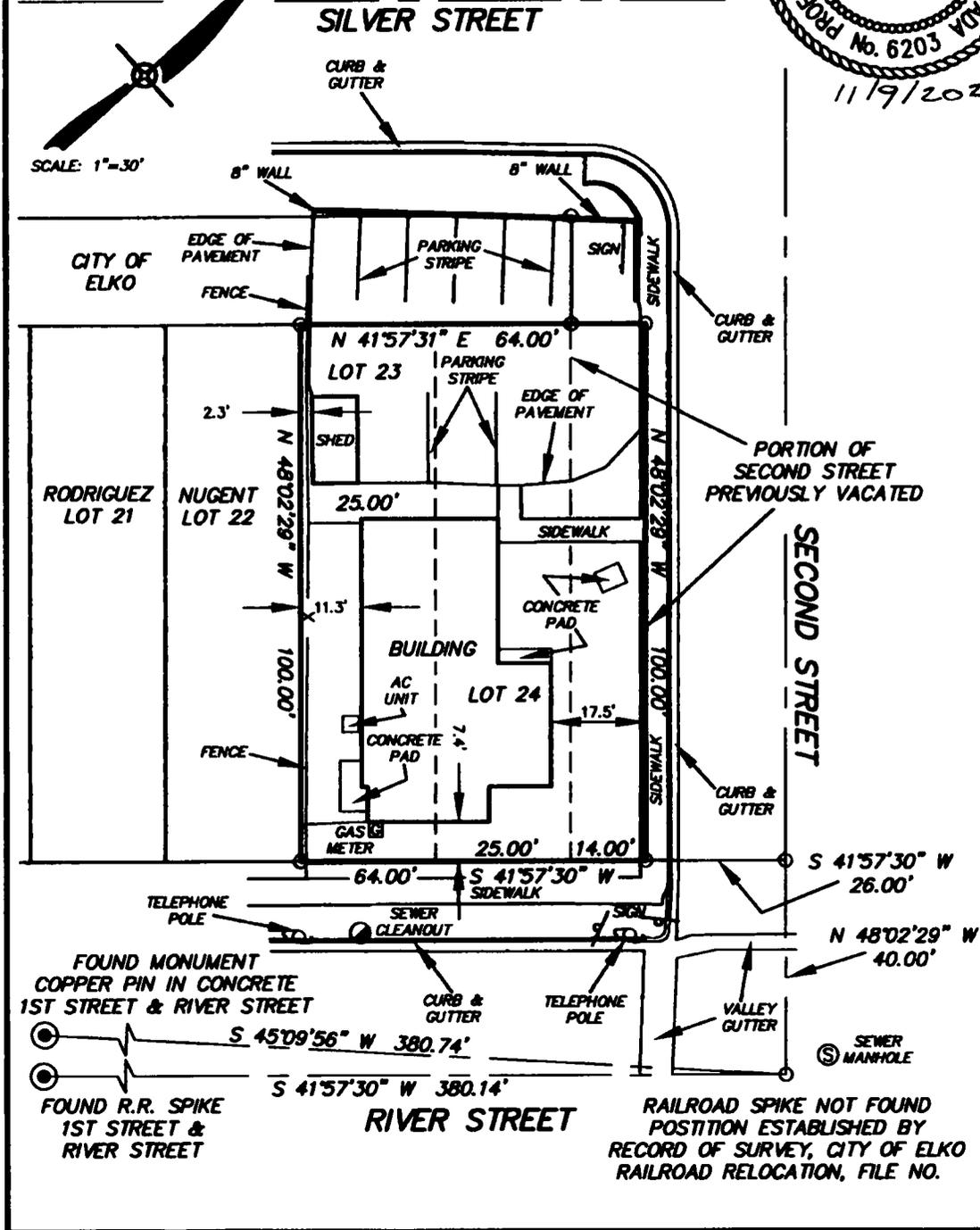
LAND SURVEYOR STATE OF NEVADA  
**ROBERT E. MORLEY**  
Exp. 12-31-21  
No. 6203  
11/10/2021

**SITE PLAN  
FOR  
WALSH RECLAMATION  
BLOCK A, CENTRAL ADDITION  
TO THE CITY OF ELKO, NEVADA**



11/9/2021

SCALE: 1"=30'



FOUND MONUMENT  
COPPER PIN IN CONCRETE  
1ST STREET & RIVER STREET

FOUND R.R. SPIKE  
1ST STREET &  
RIVER STREET

RAILROAD SPIKE NOT FOUND  
POSITION ESTABLISHED BY  
RECORD OF SURVEY, CITY OF ELKO  
RAILROAD RELOCATION, FILE NO.



# 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 December 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 7, 2021 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 2-21, filed by Walsh Properties LLC., for a change in zoning from GI (General Industrial) to C (General Commercial) Zoning District, approximately 18,015 square feet, to allow for a proposed commercial retail land use of the property, and matters related thereto.

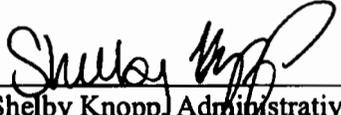
The property has recently changed ownership and the new owner is proposing a commercial land use.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an Ordinance which approves Rezone No. 2-21.

The Planning Commission's findings to support its recommendation are the proposed rezone is in conformance with the Master Plan Land Use Component. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure. The proposed rezone is consistent with City of Elko Wellhead Protection Plan. The proposed rezone is consistent with Elko City Code 3-2-4(B) & (C). The proposed rezone is in conformance with Section 3-2-10(B) C- General Commercial Zoning District. The proposed rezone is consistent with Elko City Code 3-2-17. The property is located in a Floodzone and therefore compliance with Section 3-8 Floodplain Management is required for any new construction or substantial improvements.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Knopp, Administrative Assistant

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 12/7**

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

Title: Rezone No 2-21

Applicant(s): RARCA, LLC

Site Location: 123 2<sup>nd</sup> Street - APN 001-335-001

Current Zoning: GI Date Received: 11/15/21 Date Public Notice: 11/26

COMMENT: This is to change the zoning on APN 001-335 from GI (General Industrial) to C (General Commercial), to allow for a proposed retail land use

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

Assistant City Manager: Date: 11/19/21

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 11/22/21

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

**MEMO DATE:** November 19, 2021  
**PLANNING COMMISSION DATE:** December 7, 2021  
**APPLICATION NUMBER:** REZONE 2-21  
**APPLICANT:** Walsh Properties, LLC.  
**OTHER APPLICATIONS:** Rev. 5-21

**PROJECT DESCRIPTION:**

A rezone from (GI) General Industrial to (C) General Commercial to allow for the development of a retail establishment.



**STAFF RECOMMENDATION:**

RECOMMEND to APPROVE, subject to findings of fact as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-335-001  
**PARCEL SIZE:** 6,400 square feet  
**EXISTING ZONING:** (GI) General Industrial  
**MASTER PLAN DESIGNATION:** (MU-DTWN) Mixed Use Downtown  
**EXISTING LAND USE:** Developed, previously a medical office

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: General Commercial (C) / Developed  
South: General Industrial (GI) / Developed  
West: Light Industrial (LI) / Developed  
East: General Industrial (GI) / Developed

### **PROPERTY CHARACTERISTICS:**

The property is generally flat.  
The property is located in a flood zone.  
The property has Silver Street, River Street and Second Street frontage.  
The existing off street parking is located in the City of Elko right-of-way

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

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-10 Commercial Zoning District
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Section 3-8 Flood Plain Management

### **BACKGROUND:**

1. Fourteen feet of 2<sup>nd</sup> Street was vacated to the property.
2. The rezone includes all of APN 001-335-001.
3. The property has been developed therefore City of Elko utilities have been utilized.
4. Other non-city utilities are located in the immediate area.

### **MASTER PLAN**

#### **Land use:**

1. The Master Plan Land Use Atlas shows the area as Downtown Mixed Use.
2. C- General Commercial is a corresponding zoning district for Downtown Mixed Use.
3. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
4. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
5. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

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

**Transportation:**

1. The area will be accessed from 2nd Street with frontage along Silver Street and River Street.
2. Second Street is classified as a Residential Collector.
3. There is pedestrian access along both Second Street and River Street. Sidewalk along Silver Street will be a condition of the parcel map submittal.

The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

**ELKO WELLHEAD PROTECTION PLAN:**

1. The property is not located within any capture zone for the City of Elko wells.

The proposed zone district is in conformance with the Elko Wellhead Protection Plan.

**SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS**

1. Section 3-2-4(B) Required Conformity To District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.
  - No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
  - No building or other structure shall hereafter be erected or altered:
    - a. To exceed the heights required by the current City Airport Master Plan;
    - b. To accommodate or house a greater number of families than as permitted in this chapter;
    - c. To occupy a greater percentage of lot area; or

- d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
- No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
  - No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The property as developed today, conforms to Section 3-2-4 of city code.

**SECTION 3-2-10 (C) General Commercial Zoning District:**

1. Conformance with the section is required.

**SECTION 3-2-17 Traffic, Access, Parking and Loading Regulations:**

1. The applicant has applied for a revocable permit, Rev. 5-21, to occupy the Silver Street right-of-way for the existing off street parking.
2. Conformance with the section is required.

The property is required to comply with Section 3-2-17 of city code.

**SECTION 3-2-21 Amendments:**

1. The applicant has conformed to this section of code with the filing of the application.

**SECTION 3-8 FLOODPLAIN MANAGEMENT**

1. This parcel is located in a Special Flood Hazard Area (SFHA), Floodzone AE.

The development will be required to comply with Elko City Code Section 3-8 if there are any significant changes made to the property.

**FINDINGS**

1. The proposed rezone is in conformance with the Master Plan Land Use Component.
2. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.
3. The proposed rezone is consistent with City of Elko Wellhead Protection Plan.
4. The proposed rezone is consistent with Elko City Code 3-2-4 (B) & (C)

5. The proposed rezone is in conformance with Section 3-2-10(B) C-General Commercial Zoning District.
6. The proposed rezone is consistent with Elko City Code 3-2-17
7. The property is located in a Floodzone and therefore compliance with Section 3-8 Floodplain Management is required for any new construction or substantial improvements.

**STAFF RECOMMENDATION:**

Staff recommends this item be **APPROVED**



# 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

---

November 30, 2021

Walsh Properties, LLC  
Attn: Christina Walsh  
774 Fir Street  
Elko, NV 89801  
[Christinaassu@gmail.com](mailto:Christinaassu@gmail.com)

Re: Rezone No. 2-21 & Revocable Permit No. 5-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone at **+1 (408) 650-3123** The **Access Code** for this meeting is **303-168-685**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

*Shelby Knopp*

Shelby Knopp  
Administrative Assistant

Enclosures

CC: Lana Carter, [lanalcarter@live.com](mailto:lanalcarter@live.com)

Rezone 2-21 BARCA, LLC

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001392001	AGEE, DEL L & RUTH I		204 RIVER ST	ELKO, NV	89801-3647
001391005	ANALYTICAL SERVICES INC	C/O DAVIS, MARSHA	PO BOX 281620	LAMOILLE NV	89828-1620
001335006	AYALA, JOSE FILIBERTO ET AL		145 RIVER ST	ELKO NV	89801-3644
001391003	BARNET-MENDEZ, SARIT TR		PO BOX 223	ELKO NV	89803-0223
001392008	BASABE, MANUEL } 1pc		PO BOX 1354	ELKO NV	89803-1354
001392007	BASABE, MANUEL } 1pc		PO BOX 1354	ELKO NV	89803-1354
001391006	BELLA'S LLC		PO BOX 823351	VANCOUVER WA	98682-0069
001332001	BLACH DISTRIBUTING CO } 1pc		131 W MAIN ST	ELKO NV	89801-3698
001691008	BLACH INVESTMENT GROUP LLC } 1pc		131 W MAIN ST	ELKO NV	89801-3698
001334005	BLACH, ALAN GEORGE & JEANNE PAR		760 ASPEN TRL	RENO NV	89519-7947
001391012	BRIZUELA DE CISNEROS, SARA NOEM		105 DOUGLAS ST	ELKO NV	89801-3638
001334004	CASTANEDA, JESUS & ELIZABETH		3513 RIDGECREST DR	ELKO NV	89801-8497
001391004	DAVIS, MARSHA MILLARD TR		PO BOX 281620	LAMOILLE NV	89828-1620
001391011	DURAN, RUBENISAAC		1037 RIVER ST	ELKO NV	89801-3930
001335009	EDWARDS, RICHARD M		PO BOX 455	ELKO NV	89803-0455
001691009	ELKO CITY OF No PC		1755 COLLEGE AVE	ELKO NV	89801
001391008	FLORES, RAMON & SOCORRO TR		821 DOUGLAS ST # 6	ELKO NV	89801-3865
001391007	GOICOECHEA, CARMEN TR		210 CASTLE WAY	WINNEMUCCA NV	89445-2638
001334006	HEWITT, DONALD R & KRISTINE L	C/O PRECISION MANAGEMENT	226 SILVER ST	ELKO NV	89801-3655
001334003	HOTEL WEST LLC	C/O LISA HACKETT	149 TWIN BRIDGES	SPRING CREEK NV	89815-8730
001335007	MURILLO, LUCIANO & MARIA J		2530 CINDY CIR	ELKO NV	89801-4444
001335002	NUGENT, MICHAEL P		2680 SW 9TH AVE	PARMA ID	83660-6209
001391009	NUNEZ, ALFREDO & MARICELA		149 DOUGLAS ST	ELKO NV	89801-3638
001335004	NUNEZ, ISMAEL RODRIGUEZ ET AL		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
001334001	ORMAZA PROPERTIES LLC		2063 ELLIS WAY	ELKO NV	89801-2673
001333005	ORMAZA SERIES(212 COMMERCIAL)LL } 1pc		PO BOX 339	ELKO NV	89803-0339
001333004	ORMAZA SERIES(212 COMMERCIAL)LL } 1pc		PO BOX 339	ELKO NV	89803-0339
001333003	ORMAZA SERIES(245 3RD)LLC } 1pc		PO BOX 339	ELKO NV	89803-0339
001335005	RODRIGUEZ, DAMIAN & ANA F		157 RIVER ST	ELKO NV	89801-3644
001335003	RODRIGUEZ, ISMAEL & YOLANDA		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
001391013	SAMPER, IVONE M ET AL		401 OAK ST	ELKO NV	89801-3546

001391002 SANDOVAL, JOSE R & MARIA R TR  
001391001 SOARES, JOSEPH  
001392004 SORIA, TOMAS PEREZ ET AL  
001392003 TELLERIA, JOSE A } 1pc  
001392002 TELLERIA, JOSE A }  
001335008 TORRES, IRINEO  
001391010 VILLEGAS, JOSE MANUEL & MARTHA

175 N 1ST ST  
102 RIVER ST  
248 RIVER ST  
220 RIVER ST  
220 RIVER ST  
125 RIVER ST  
364 MAPLE ST

BATTLE MOUNTAIN NV 89820-2892  
ELKO NV 89801-3645  
ELKO NV 89801-3647  
ELKO NV 89801-3647  
ELKO NV 89801-3647  
ELKO NV 89801-3644  
ELKO NV 89801-3148

32

Post Marked 11/24/21

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Planning Commission will conduct a public hearing on Tuesday, December 7, 2021 beginning at 5:30 P.M. P.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, by representative, or via Gotomeeting.com.

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone. **+1 (408) 650-3123**. The **Access Code** for this meeting is **303-168-685**. Members of the public that do not wish to use GoToMeeting may call in at (775)777-0590. Comments can also be emailed to [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov).

The specific item to be considered under public hearing format is:

- Rezone No. 2-21, filed by Walsh Properties, LLC, for a change in zoning from GI (General Industrial) to C (General Commercial) Zoning District, approximately 18,015 square feet of property, specifically APN 001-335-001, located generally on the south corner of the intersection of 2<sup>nd</sup> Street and W. Silver Street, more particularly described as:

A parcel of land located in the City of Elko, Nevada, more particularly described as follows:

Beginning at the centerline intersection of Silver Street and Second Street, being Corner No. 1, the True Point of Beginning;

Thence S 48° 02' 29" E, 200.15 feet along the centerline of said Section Street to Corner No. 2, a point being the centerline intersection of Second Street and River Street;

Thence S 41° 57' 30" W, 90.00 feet along the centerline of said River Street to Corner No. 3;

Thence N 48° 02' 29" W, 200.18 feet to Corner No. 4, a point being on the centerline of said Silver Street;

Thence N 41° 58' 28" E, 90.00 feet along the said centerline of Silver Street to Corner No. 1, the point of beginning, containing 18,015 Sq. Ft., more or less.

Reference is hereby made to Exhibit B, Map to Accompany Zone Change Application for the Walsh Reclamation attached hereto and made a part hereof.

The intent of the zone change is to allow a proposed commercial retail land use.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY PLANNING COMMISSION**

## Cathy Laughlin

---

**From:** Christina Assu <christinaassu@gmail.com>  
**Sent:** Monday, November 22, 2021 11:34 AM  
**To:** Cathy Laughlin  
**Subject:** Change in named application.

Hi Cathy, as per our conversation. 123 2nd street was purchased as Walsh Properties and I would like the rezone, revocable permit and parcel map applications changed from RARCA Llc to Walsh Properties as the applicant. Thanks and my apologies for my mistake.

Christina Walsh.  
Walsh Properties llc

Sent from my iPhone

**Doc # 797698**

11/19/2021 3:05 PM

**Official Record**

Requested by  
Stewart Title Elko

Elko County - NV

D. Mike Smales - Recorder

Pg 1 of 4

Fee: \$37.00

Recorded By: STUTTLE

RPTT:\$877.50

<b>A.P.N. No.:</b>	001-335-001
<b>R.P.T.T.</b>	\$ 877.00
<b>File No.:</b>	1438317
<b>Recording Requested By:</b>	
Stewart Title Company	
<b>Mail Tax Statements To:</b>	Same as below
<b>When Recorded Mail To:</b>	
Walsh Properties LLC	
774 Fir Street	
Elko, NV 89801	

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That **Deed E. Harrison, D.C, an unmarried man and Shirleen S. Harrison, D.C., an unmarried woman** for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **Walsh Properties LLC, a Nevada limited liability company**, all that real property situated in the County of Elko, State of Nevada, bounded and described as follows:

Lots 23 and 24 in Block A of THE CENTRAL ADDITION to the City of Elko, (formerly Town of Elko), County of Elko, State of Nevada, as the same appear upon the Official Map or Plat of said CENTRAL ADDITION to the said City of Elko on file in the office of the County Recorder of the County of Elko, State of Nevada on November 8, 1907 as Document No.3.

Also, a parcel of ground in the SE1/4SE1/4, Section 15, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M., and further described as adjacent to Lot 24, Block A, CENTRAL ADDITION to the City of Elko (formerly Town of Elko) and more particularly described as follows:

Beginning at corner No. 1, which is also the East corner of Lot 24, Block A, CENTRAL ADDITION to the City of Elko, (formerly Town of Aura), according to the Official Map of said CENTRAL ADDITION on file in the office of Recorder of the County of Elko, State of Nevada;  
 THENCE North 41° 49' East, 14.00 feet to Corner No. 2;  
 THENCE North 48° 11' West, 100.00 feet to Corner No. 3;  
 THENCE South 41° 49' West, 14.00 feet to Corner No. 4, which is also the North corner of said Lot 24;  
 THENCE South 48° 11' East, 100.00 feet to Corner No. 1, the Place of Beginning.

The above metes and bounds legal description appeared previously in that certain Document recorded on January 28, 2009, as Document No. 608829, Official Records, pursuant to NRS Section 6. NRS 111.312.

APN: 001-335-001

(One Inch Margin on all sides of Document for Recorder's Use Only)

Page 1 of 3

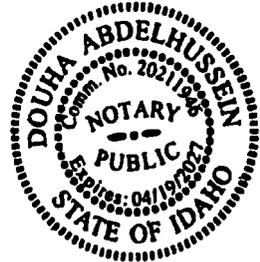




State of Idaho )  
 ) ss  
County of )  
Ada

This instrument was acknowledged before me on the 29<sup>th</sup> day of October, 2021  
By: Shirleen S. Harrison, D.C.

Signature: *Douha Abdelhussein*  
Notary Public  
Douha Abdelhussein  
My Commission Expires: 4/19/2027



Doc # DV - 797698

11/19/2021 3:05 PM

Official Record

Requested by  
Stewart Title Elko  
Elko County - NV  
D. Mike Smales - Recorder

Number of pages: 2      Fee: \$37.00  
Recorded By: STUTTLE      RPTT:\$877.50

STATE OF NEVADA  
DECLARATION OF VALUE FORM

- 1. Assessor Parcel Number(s)
  - a) 001-335-001
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
  - d) \_\_\_\_\_

- 2. Type of Property:
  - a.  Vacant Land
  - b.  Single Fam. Res.
  - c.  Condo/Twnhse
  - d.  2-4 Plex
  - e.  Apt. Bldg
  - f.  Comm'l/Ind'l
  - g.  Agricultural
  - h.  Mobile Home
  - Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. a. Total Value/Sales Price of Property      \$ 225,000.00
- b. Deed in Lieu of Foreclosure Only (value of property)      (      )
- c. Transfer Tax Value:      \$ 225,000.00
- d. Real Property Transfer Tax Due      \$ 877.00

- 4. **If Exemption Claimed:**
  - a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_
  - b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature  Capacity Grantor  
 Deed E. Harrison, D.C.  
 Signature \_\_\_\_\_ Capacity Grantee  
 Walsh Properties LLC

**SELLER (GRANTOR) INFORMATION (REQUIRED)**  
 Print Name: Deed E. Harrison, D.C and Shirleen S. Harrison, D.C.  
 Address: 4941 N. Meandor Place  
 City: Eagle  
 State: ID Zip: 83616

**BUYER (GRANTEE) INFORMATION (REQUIRED)**  
 Print Name: Walsh Properties LLC  
 Address: 774 Fir Street  
 City: Elko  
 State: NV Zip: 89801

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**  
 Print Name: Stewart Title Company Escrow # 1438317  
 Address: 810 Idaho St  
 City: Elko State: NV Zip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Doc # DV - 797698

11/19/2021 3:05 PM

Official Record

Requested by Stewart Title Elko Elko County - NV D. Mike Smales - Recorder Number of pages: 2 Fee: \$37.00 Recorded By: STUTTLE RPTT:\$877.50

STATE OF NEVADA DECLARATION OF VALUE FORM

- 1. Assessor Parcel Number(s) a) 001-335-001 b) c) d)

- 2. Type of Property: a. Vacant Land b. Single Fam. Res. c. Condo/Twnhse d. 2-4 Plex e. Apt. Bldg. f. Comm'Wind'l g. Agricultural h. Mobile Home i. Other

FOR RECORDERS OPTIONAL USE ONLY Book Page Date of Recording: Notes:

- 3. a. Total Value/Sales Price of Property \$ 225,000.00 b. Deed in Lieu of Foreclosure Only (value of property) c. Transfer Tax Value: \$ 225,000.00 d. Real Property Transfer Tax Due \$ 877.00

- 4. If Exemption Claimed: a. Transfer Tax Exemption per NRS 375.090, Section b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100% The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein.

Signature Capacity Grantor Deed E. Harrison, D.C. Signature Capacity Grantee Craig Walsh Walsh Properties LLC

SELLER (GRANTOR) INFORMATION (REQUIRED) Print Name: Deed E. Harrison, D.C and Shirleen S. Harrison, D.C. Address: 4941 N. Meador Place City: Eagle State: ID Zip: 83616

BUYER (GRANTEE) INFORMATION (REQUIRED) Print Name: Walsh Properties LLC Address: 774 Fir Street City: Elko State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer) Print Name: Stewart Title Company Escrow # 1438317 Address: 810 Idaho St City: Elko State: NV Zip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



# CITY OF ELKO PLANNING DEPARTMENT

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

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

## APPLICATION FOR ZONE CHANGE

APPLICANT(s):	RARCA LLC		
MAILING ADDRESS:	774 Fir St. Elko, NV 89801		
PHONE NO (Home):	775-385-4538	(Business):	775-778-0303
NAME OF PROPERTY OWNER (If different):	RARCA LLC / Walsh		
<i>(Property owner's consent in writing must be provided.)</i>			
MAILING ADDRESS:	774 Fir St. Elko, NV 89801		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-335-001	Address:	123 2 <sup>nd</sup> St Elko, NV
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.			

### FILING REQUIREMENTS:

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed. 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).

**Fee:** A \$500.00 non-refundable filing fee.

**Area Map:** A map of the area proposed for this zone change must be provided.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

**Legal Description:** A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example).

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 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 this Rezone Application.

RECEIVED

1. Identify the existing zoning classification of the property:

2. Identify the zoning Classification being proposed/requested:

3. Explain in detail the type and nature of the use anticipated on the property:

4. Explain how the proposed zoning classification relates with other zoning classifications in the area:

5. Identify any unique physical features or characteristics associated with the property:

(Use additional pages if necessary to address questions 3 through 5)

**By My Signature below:**

- I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

*C Walsh* RARCA LLC  
Christina  
Walsh  
(Please print or type)

Mailing Address

774 FIR ST  
Street Address or P.O. Box  
ELKO NV 89801  
City, State, Zip Code

Phone Number:

775 395 4538

Email address:

Christinaassu@gmail.com

SIGNATURE: \_\_\_\_\_

*C Walsh*

---

**FOR OFFICE USE ONLY**

File No.: 2-21 Date Filed: 11/15/21 Fee Paid: \$500 CK# 0114

---

## Shelby Knopp

---

**From:** Scott A. Wilkinson  
**Sent:** Monday, November 15, 2021 9:42 AM  
**To:** Cathy Laughlin  
**Cc:** Shelby Knopp  
**Subject:** RE: Permit approval

It looks like Deed Harrison approved the application. Correct?

Scott A. Wilkinson  
Assistant City Manager  
City of Elko  
Telephone: 775.777.7211  
Email: sawilkinson@elkocitynv.gov

**From:** Cathy Laughlin  
**Sent:** Monday, November 15, 2021 8:26 AM  
**To:** Scott A. Wilkinson <sawilkinson@elkocitynv.gov>  
**Cc:** Shelby Knopp <sknopp@elkocitynv.gov>  
**Subject:** FW: Permit approval

Scott,  
Walsh properties would like to meet the deadline for the December PC meeting for the rezone, they have also submitted a revocable permit application. They were going to close last week but the seller did not make it back from hunting so they are closing sometime this week. Will this email work for the permission from the owner to allow them to apply even though they will own the property before the PC meeting?

*Cathy Laughlin*  
*City Planner*

(775)777-7160 ph  
(775)777-7219 fax  
[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)

City of Elko  
1751 College Avenue  
Elko, NV 89801

**From:** Christina Assu [<mailto:christinaassu@gmail.com>]  
**Sent:** Friday, November 12, 2021 6:16 PM  
**To:** Cathy Laughlin <[lesaka@frontiernet.net](mailto:lesaka@frontiernet.net)>; Cathy Laughlin <[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)>  
**Subject:** Fwd: Permit approval

Sent from my iPhone

Begin forwarded message:

**From:** [dustyshipp@gmail.com](mailto:dustyshipp@gmail.com)  
**Date:** November 12, 2021 at 5:15:42 PM PST  
**To:** Christina Walsh <[CHRISTINAWALSH.REALTOR@gmail.com](mailto:CHRISTINAWALSH.REALTOR@gmail.com)>  
**Subject:** Fwd: Permit approval

Begin forwarded message:

**From:** "Shirlene Harrison, DC" <[shirleneharrison@gmail.com](mailto:shirleneharrison@gmail.com)>  
**Date:** November 12, 2021 at 2:58:29 PM PST  
**To:** Deed Harrison <[drdeedharrison@gmail.com](mailto:drdeedharrison@gmail.com)>  
**Cc:** Harrison Shirleen <[drshirlene@idealspine.com](mailto:drshirlene@idealspine.com)>, [dustyshipp@gmail.com](mailto:dustyshipp@gmail.com)  
**Subject:** Re: Permit approval

Ok

On Fri, Nov 12, 2021 at 3:50 PM Deed Harrison <[drdeedharrison@gmail.com](mailto:drdeedharrison@gmail.com)> wrote:

That's fine by me. Thank you.

Deed

Sent from my iPhone

> On Nov 12, 2021, at 3:47 PM, [dustyshipp@gmail.com](mailto:dustyshipp@gmail.com) wrote:

>

> Good afternoon. The buyer is wanting to submit the application on Monday for permits. There is a deadline for this that needs to be done for them. Because of our extension I would like to make sure that we request your approval in this matter. This has nothing to do with the purchase and no work will commence on the property obviously prior to close but I would like to make sure that you guys are OK that they submit the applications and plans to the city to get the permitting process started.

>

> Thanks

> Dusty Shipp

> 775-934-5785

--

Yours In Health,

***Shirlene Harrison, DC***  
Ideal Spine Health Center, PLLC  
950 E Riverside Dr  
Eagle, ID 83616  
208.939.2502

RECEIVED

NOV 15 2021

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I, Christina Walsh, give permission to *Lana Carter* to represent me at the Planning Commission for the rezone of 123 2<sup>nd</sup> St. Elko, NV 89801.

A handwritten signature in black ink, appearing to read 'CWalsh', written over a horizontal line.

Christina Walsh

Date: 11/12/2021

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and consideration of a non-binding agreement between the City of Elko and Elko County to explore the concept of forming a district health department, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **A letter from Elko County Deputy Health Officer Marena Works has been included in the agenda packet for review. The City of Elko is not being asked to provide funding at this time. CC**
6. Budget Information:  

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

November 19, 2021

Curtis Calder, Elko City Manager  
1751 College Ave  
Elko, NV 89801

Dear Mr. Calder:

Elko County is proposing to create a health district by entering into a county-city agreement, in accordance with NRS 439.370, as the best alternative for providing public health services to the population. To accomplish this, we are proposing you sign this letter as a non-binding agreement stating that it is your intention to explore this option.

In concept the health district would start with public health preparedness, disease investigation, public health nursing, environmental health and disease prevention taking advantage of the public health infrastructure funding available due to the coronavirus epidemic to assist with startup costs and initial building of infrastructure.

#### **BACKGROUND**

Since the 1960's, local public health services have been provided by the Southern Nevada Health District (SNHD), Washoe County Health District (WCHD) and Carson City Health and Human Services (CCHHS) who offered environmental health services since 1969 and expanded its services to the full scope of public health in 2004. The rest of the state is under the direct control of the State Division of Public and Behavioral Health (DPBH). District health departments have more autonomy and can better leverage funding and serve their population in a less fragmented, more cohesive way.

#### **FISCAL IMPACT**

Regarding the Nevada State Legislature session in 2011, SB 471 was passed which requires counties to pay an assessment to the Health Division for certain services provided in that county by the Health Division or the State Health Officer. Included in this legislation are the following public health services: environmental health, indigent tuberculosis (TB) testing and treatment and indigent sexually transmitted disease (STD) testing and treatment. These services continue to be done at a state level with little to no input from the county. As a health district is formed, the district can request to assume these programs from the state and have them controlled by the health district. This would mean that the revenue and current assessment money could be put into the health district. Traditionally public health is heavily funded by grants, most of those coming directly from the DPBH, revenue and county or city general fund, which again, will be shared to reduce the cost for all involved. Funding for the health district would be a shared burden between all the participating parties and prorated based on population on a formula to be determined.

**VISION**

NRS 439.370 allows for the creation of a health district by the joining of two or more counties or two or more cities or towns within a county. Upon creation, the county board of health is abolished, and a district board of health is established with representation from each jurisdiction being represented. Small, dispersed, and diverse populations in rural communities coupled with inadequate financial resources have traditionally limited services offered to these areas. However, by leveraging those funds with other cities and/or counties, this expands the available resources, creating a workable and efficient health department. Services offered by a health district will build on and not duplicate or replace any public health activity currently being performed in the area by other agencies.

By signing below, the City of Elko agrees to explore the concept of forming a district health department. Elko County is funding this project through a grant from the DPBH on public health capacity building. The City of Elko is not being asked for any funding at this time. If you have further questions, please contact Marena Works at [deputyheathofficer@elkocountynv.net](mailto:deputyheathofficer@elkocountynv.net) or by phone at 775-315-3136 or Abby Wheeler at [awheeler@elkocountynv.net](mailto:awheeler@elkocountynv.net) or by phone at 775-748-0359.

---

Amanda Osborne, Elko County Manager

---

Curtis Calder, Elko City Manager

---

Date

---

Date

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and consideration of a request from Travis Shumway, owner of the Double Dice RV Park, regarding an extension of time to install a Reduced Pressure Backflow Assembly in order to prevent termination of water service on 12-22-2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 14, 2021**
3. Agenda Category: ***PETITION, APPEAL, AND COMMUNICATION***
4. Time Required: **10 Minutes**
5. Background Information: **Mr. Shumway purchased the Double Dice RV Park and applied for a Business License, which triggered City Inspections of the property. During the inspections it was noted the RV park did not have a Reduced Pressure Backflow Assembly required by the City Code 9-1-16 Cross Connection and NAC 445A.67195 Cross-Connections and backflow minimum types of protection for particular service connections. Mr. Shumway was notified by City Staff of the deficiency and allowed to obtain his business license as long as he was moving forward with a plan to install the required backflow device. Mr. Shumway is requesting an extension of time to install the backflow device as he works through things with the previous property owner, and determines who is responsible for the installation of the backflow device.**
6. Budget Information: **N/A**  
  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Notification Letter, Termination Letter, JJ Lund Info, Staff Correspondence, City Cross Connection Control Program, and Nevada Administrative Law Relating to Cross-Connection**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

## **Double Dice Backflow**

**Adeline Thibault** <athibault@elkocitynv.gov>

Thu 10/28/2021 10:44 AM

To: travis shumway <travisshumway@live.com>

Cc: Michele L Rambo <mrambo@elkocitynv.gov>; Dale Johnson <djohnson@elkocitynv.gov>

Hello Travis,

I hope you are doing well.

I was just checking in and wondering how the installation of a backflow device was going at Double Dice?  
The 90-day deadline is next week.

Thanks!

Addie

*Adeline Thibault*

*City of Elko Environmental Coordinator*

*775-777-7213*





**CITY OF ELKO**  
**Community Development**  
**1751 COLLEGE AVENUE**  
**ELKO, NEVADA 89801**  
**(775)777-7213**  
**FAX (775)777-7219**

February 5, 2021

Double Dice Holdings LLC  
C/O Travis L Shumway  
301 S Main Street  
Blanding UT, 84511-3831

**RE: Backflow Assembly Installation at 3730 Idaho Street (APN 001-860-059), Elko, NV**

Dear Mr. Shumway,

The City of Elko has conducted a survey to determine cross connection hazards at the Double Dice RV Park.

The Utilities Director has decided that the Double Dice RV Park, being a park for mobile homes or recreational vehicles, is required to have a reduced pressure backflow assembly installed to protect the City's water supply from cross connections.

Please have the reduced pressure backflow assembly installed and certified by an AWWA certified plumber within 90 days of receipt of this letter.

Please be advised that certification of the device is required upon installation and *annually* each year thereafter.

See Elko City Code 9-1-16: Cross Connection Control Code, or Nevada Administrative Codes (NAC) 445A.67185 for further information.

If any questions or concerns should arise, please contact me.

Best Regards,

Adeline Thibault  
City of Elko Environmental Coordinator  
Phone: 775.777.7213  
Email: [EnvCo@elkocitynv.gov](mailto:EnvCo@elkocitynv.gov)

cc: Mr. Dale Johnson – Elko Utilities Director (email)  
Mr. Clark Phillips – Elko Water/Sewer Superintendent (email)  
Ms. Michele Rambo – City of Development Manager (email)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Double Dice Holdings LLC  
 c/o Travis Shumway  
 301 S main street  
 Blanding, UT 84511-3831



9590 9402 4882 9032 2360 14

2. Article Number (Transfer from previous label)

7019 1120 0000 7306 4142

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Adrian Chai*  Agent  Addressee

B. Received by (Printed Name)

*Chai* C. Date of Delivery *7-28*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation <sup>1</sup>        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |
- (over \$500)

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|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

*Double Dice*  
*Backflow +*  
*GZ Notice*  
*7/23/24*

Postmark  
 Here

**Track Another Package +**

**Tracking Number:** 70191120000073064142

Remove X

Your item was delivered to the front desk, reception area, or mail room at 10:47 am on July 28, 2021 in BLANDING, UT 84511.

## **Delivered, Front Desk/Reception/Mail Room**

July 28, 2021 at 10:47 am  
BLANDING, UT 84511

Feedback

**Get Updates** v

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**Text & Email Updates**



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**Tracking History**



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**Product Information**



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**See Less** ^

## **Can't find what you're looking for?**

Go to our [FAQs](#) section to find answers to your tracking questions.



**CITY OF ELKO**  
**Community Development**  
**1751 COLLEGE AVENUE**  
**ELKO, NEVADA 89801**  
**(775)777-7213**  
**FAX (775)777-7219**

November 15, 2021

Double Dice Holdings LLC  
C/O Travis L Shumway  
301 S Main Street  
Blanding UT, 84511-3831

**CERTIFIED**

**RE: Backflow Assembly Installation at 3730 Idaho Street, Elko, NV**

**SECOND NOTICE**

**TERMINATION OF SERVICE**

Dear Sir or Madam,

Pursuant to Elko City Code (ECC) 9-1-16(E)(2)(a) and (b), the City of Elko has served you with a written demands for the installation or test of a backflow device(s) at the above address. A compliant backflow prevention device(s) is required at this property by Nevada Administrative Code 445A.6719 and 445A.67195, and ECC 9-1-16. However, to date, you have failed to comply with these demands.

ECC 9-1-16(F)(3)(a) provides that "refusal to install a required backflow prevention assembly or air gap separation" provides grounds for water service termination. Accordingly, you are hereby placed on notice that water service at the above address will be terminated **30 days after receipt of this letter** based on your continuing failure to install or test a backflow device(s) and otherwise comply with the associated state and city requirements. Water service will remain inactive at this property until you satisfactorily demonstrate to the City that the

required corrective actions have been taken and the City has approved corrections of the violations.

Backflow prevention is intended to ensure that there are no unprotected connections between the supplies of water, systems for the pumping, storage and treatment of water, and distribution system of the public water system and any source of pollution or contamination pursuant to which any unsafe water or other degrading material can be discharged or drawn into the public water system as a result of backsiphonage or backpressure. This an important health and safety issue for the residents of your property. The City recognizes that there is cost associated with meeting these state and city requirements, but you have an obligation, as the owner, to install this important safeguard against possible sources of pollution or contamination that could affect the City's drinking water.

The City wishes to assist you in any way possible to help you bring your property into compliance. Please contact me directly with any questions you may have concerning this serious matter.

Best Regards,

*Adeline M Thibault*

Adeline Thibault  
City of Elko Environmental Coordinator  
Phone: 775.777.7213  
Email: envco@elkocitynv.gov

cc: Mr. Dale Johnson – City of Elko Utilities Director (email)  
Mr. Clark Phillips – City of Elko Water/Sewer Superintendent (email)  
Ms. Michele Rambo – City of Elko Development Manager (email)

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<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	

Postage \$ \_\_\_\_\_

Total Postage and Fees \$ \_\_\_\_\_

Sent To \_\_\_\_\_

Street and Apt. No., or PO Box No. \_\_\_\_\_

City, State, ZIP+4® \_\_\_\_\_

PS Form 3800, April 2015 Edition (5010-108-900-9001) See Reverse for Instructions

7028 0040 0000 0000 0400 8102  
6696 696E 0000 0400 8102

**Track Another Package +**

**Tracking Number:** 70180040000034693649

**Remove X**

Your item was delivered to the front desk, reception area, or mail room at 12:28 pm on November 22, 2021 in BLANDING, UT 84511.

## **Delivered, Front Desk/Reception/Mail Room**

November 22, 2021 at 12:28 pm  
BLANDING, UT 84511

Feedback

**Get Updates** 

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**Text & Email Updates**



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**Tracking History**



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**Product Information**



**Postal Product:**

**Features:**  
Certified Mail™

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**See Less** 

## **RE: Double dice back flow**

Dale Johnson <djohnson@elkocitynv.gov>

Mon 8/23/2021 4:29 PM

To: JJ Lund <jj.classicjack@gmail.com>

Cc: Adeline Thibault <athibault@elkocitynv.gov>

Jonathan,

Attached are the NAC for the backflows and the City's cross connection control program. I have also included the City Code below. If you have any questions, please let me know.

### **9-1-16: CROSS CONNECTION CONTROL CODE:**

**A. Purpose:** The purpose of this section is: 1) to protect the public water supply against actual or potential contamination through cross connections by isolating sources of contamination that may occur within a water user's premises because of some undiscovered or unauthorized cross connection on the premises; 2) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; 3) to eliminate cross connections between drinking water systems and sources of contamination; 4) to prevent the making of cross connection(s) in the future.

**B. Definitions:** For the purposes of this section, the following terms, phrases, words, and their derivations shall have the meaning given herein. The word "shall" is always mandatory and not merely directory.

**ASSE STANDARD:** An official standard developed and approved by the American Society of Sanitary Engineering.

**AWWA STANDARD:** An official standard developed and approved by the American Water Works Association (AWWA).

**AIR GAP SEPARATION:** The unobstructed vertical distance or physical separation between a point of free flowing discharge of water from a pipe that supplies water to an open or nonpressurized vessel, tank or receptacle and the overflow rim of that vessel, tank, or receptacle. An air gap must be at least twice the effective diameter of that pipe or, if the pipe is affected by sidewalls at least three (3) times the effective diameter of that pipe. In no case shall an air gap separation be less than one inch (1").

**APPROVED BACKFLOW PREVENTION ASSEMBLY:** Any assembly manufactured and utilized to prevent back pressure and/or back siphonage in full conformance with the standards established by the American Waterworks Association entitled, AWWA C506 (current revision) standards for reduced pressure principle and double check valve backflow prevention devices, and which have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests.

**APPROVED WATER SUPPLY:** Any water supply whose potability is regulated by a state or local health agency.

**ATMOSPHERIC VACUUM BREAKER:** An assembly that consists of a vacuum breaker that contains an air inlet valve, a check seat and one or more air inlet ports, in which the flow of water causes the air inlet valve to close the air inlet ports; and when the flow of water stops:

1. The air inlet valve falls and forms a check valve against back siphonage; and
2. The air inlet ports open to allow air to enter the pipe and satisfy the vacuum.
3. Has been manufactured, tested and approved, by an approved backflow testing laboratory, in accordance with the American Water Works Association standard C512.
4. Does not protect against back pressure conditions.

**AUXILIARY SUPPLY:** Any water supply on or available to the premises other than the approved water supply.

**BACKFLOW:** A flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage is one cause of backflow. Back pressure is the other cause.

**BUILDING OFFICIAL:** The duly appointed building official of the city of Elko, Nevada. Any act stated in this plan that is required or authorized by the "building official" may be done on his behalf by an authorized representative of the city building department.

**CITY UTILITIES DIRECTOR:** The duly appointed city utilities director of the city of Elko, Nevada. Any act stated in this plan that is required or authorized by the "city utilities director" may be done on his behalf by an

authorized representative of the city engineering department or the city water department.

**CONTAMINATION:** A degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health or which may impair the usefulness or quality of the water.

**CROSS CONNECTION:** Any physical plumbing arrangement whereby the public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, swimming pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water or chemicals that are capable of contaminating the public water supply in the event of "backflow", "back siphonage" or "back pressure". Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be cross connections.

**CUSTOMER:** Any person, persons, firm or corporation that is provided potable water from the public water supply system through a legal water service connection to the public water supply distribution network.

**DEGREE OF HAZARD:** Shall express the results of an evaluation of a health, system, or plumbing hazard. The degree of hazard will be used to evaluate the type of backflow and back siphonage protection required to protect the public water supply.

**DOUBLE CHECK DETECTOR CHECK ASSEMBLY:** An assembly that:

1. Is composed of two (2) spring loaded check valves;
2. A bypass assembly that contains a water meter and another double check valve assembly; and
3. Has tightly closing, resilient seated shutoff valves attached at each end.

**DOUBLE CHECK VALVE ASSEMBLY (DCVA):** An approved backflow prevention assembly that:

1. Is composed of two (2) independently acting, approved check valves;
2. Has tightly closing, resilient seated shutoff valves attached at each end;
3. Is fitted with properly located, resilient seated test cocks; and
4. Has been manufactured, tested and approved, by an approved backflow testing laboratory, in

accordance with the American Water Works Association standard C510.

**HEALTH HAZARD:** Any condition, device, or practice in a water supply system and/or its operation that creates, or may create, a danger to the health and well being of a customer. Health hazards may occur on the customer's premises and must be addressed to remedy the danger to the customer and/or the public water supply.

**PERSON:** Any individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

**PLUMBING HAZARD:** A cross connection within a customer's potable water system that may permit back siphonage in the event of a negative pressure in the supply line or in the public water distribution system.

**PREMISES:** Any and all areas on a water user's property which are served or have the potential to be served by the public water system.

**PRESSURE VACUUM BREAKER (PVB):** Approved assembly that:

1. Contains an independently operating, internally loaded approved check valve and an independently operating, loaded air inlet valve located on the discharge side of the approved check valve; and
2. Is equipped with properly located, resilient seated test cocks and tightly closing, resilient seated shutoff valves that are attached at each end of the assembly.
3. Does not protect against back pressure conditions.

**PUBLIC HEALTH OFFICER:** Shall be a representative of the Nevada bureau of consumer health with the authority to enforce state public health requirements.

**PUBLIC WATER SYSTEM:** A system for the provision of piped water to the public for human consumption that has fifteen (15) or more service connections or regularly serves an average of twenty five (25) individuals daily at least sixty (60) days out of the year.

**RECLAIMED WATER:** A wastewater, which as a result of treatment is suitable for uses other than potable use.

**REDUCED PRESSURE PRINCIPLE BACKFLOW (RPPB):** An approved assembly that:

1. Contains two (2) independently acting approved check valves and a hydraulically operating, mechanically independent pressure relief valve that is located between the approved check valves and below the upstream check valve;
2. Has properly located, resilient seated test cocks and tightly closing, resilient seated shutoff valves at each end of the assembly;
3. Is designed to protect against pollution and contamination under conditions of back siphonage or back pressure; and

4. Has been manufactured, tested and approved by an approved backflow testing laboratory, in accordance with the American Water Works Association standard C511.

**REDUCED PRESSURE DETECTOR ASSEMBLY (RPDA):** An assembly that:

1. Is composed of a line sized, reduced pressure principle assembly;
2. A bypass assembly that contains a water meter and another reduced pressure principle assembly; and
3. Has tightly closing, resilient seated shutoff valves attached at each end.

**RESIDENTIAL DUAL CHECK VALVE:** An approved assembly that:

1. Contains two (2) inline spring loaded poppet check cartridges;
2. Meets the performance requirements specified in the American Society of Sanitary Engineering standard #1024.

**SERVICE CONNECTION:** Refers to the point of connection of a customer's piping to the water supplier's facilities. Except, when the customer's water piping system distributes to more than one family dwelling, each dwelling shall be considered as a service connection.

**SYSTEM HAZARD:** Threat to the physical properties of the public or the customer's potable water system by a material not dangerous to the health but aesthetically objectionable that would have a degrading effect on the quality of the potable water within the system.

**WATER DEPARTMENT INSPECTOR:** Shall be that person or persons employed by the Elko city water department that have been trained and are qualified to perform the designated inspection work.

**WATER SUPPLIER:** The person who owns or operates an approved water supply system.

**WATER USER:** Any person obtaining water from an approved water system.

**C. Cross Connection Protection Requirements:**

1. General Provisions:

a. Unprotected cross connections with the public water supply are prohibited. The Nevada administrative code requires the state health officer's written approval to interconnect water supplies.

b. Whenever backflow protection has been found necessary, the city of Elko will require the water user to install an approved backflow prevention assembly by and at the user's expense for continued services or before new service will be granted. For new water meter sets, the required backflow assembly shall be installed, inspected, and approved. Certified test results must be provided to the city of Elko within five (5) days of meter set, unless the city of Elko, or its designee approves otherwise. The service will be locked off if inspections and certifications are not completed as specified above. A fee will be established by resolution for additional inspections.

c. Wherever backflow protection has been found necessary on a water supply line entering a water user's premises, any and all water supply lines for the city of Elko mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention assembly. The type of assembly to be installed will be in accordance with the requirements of this chapter.

2. Where Protection Is Required:

a. Each service connection from the city of Elko water system for supplying water to premises that have an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is an approved water supply. The Nevada administrative code requires the state health officer's written approval to interconnect water supplies.

b. Each service connection from the city of Elko water system for supplying water to the premises in which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the city of Elko water system which have been subjected to deterioration of its sanitary quality.

c. Backflow prevention assemblies shall be installed on the service connection to any premises having: 1) internal cross connections that cannot be permanently corrected and controlled to the satisfaction of the city of Elko, or 2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impractical or impossible to ascertain whether or not cross connections exist.

d. Each service connection from the city of Elko water system for supplying water to premises with fire sprinkler or fire suppression systems must have a cross connection control system.

3. Type Of Protection Required:

a. The type of protection that shall be provided to prevent backflow into the approved water supply shall be appropriate for the degree of hazard that exists on the water user's premises. The type of protective assembly that shall be required (listing in an increasing level of protection) includes: double check valve

assembly (DC), reduced pressure principle backflow prevention assembly (RP), and an air gap separation (AG). The water user may choose a higher level of protection than required by the city of Elko. The minimum types of backflow protection required to protect the approved water supply at the user's water connection are provided in the Nevada administrative code. Situations that are not covered by the Nevada administrative code shall be evaluated on a case by case basis, and the city of Elko shall determine the appropriate backflow protection.

b. When two (2) or more services supply water from different street mains to the same building, structure, or premises through which an interpreted main flow may occur, each water service shall have at least a standard check valve to be located adjacent to and on the property side of the respective meters. These check valves shall not be considered adequate if backflow protection is deemed necessary to protect the mains from pollution or contamination, in which case the installation of approved backflow assemblies should be required.

**D. Backflow Prevention Assemblies:**

**1. Approved Backflow Prevention Assemblies:**

a. Only backflow prevention assemblies which have been manufactured, tested, and approved according to AWWA specifications shall be acceptable for installation by a water user connected to the city of Elko's potable water system.

**2. Backflow Prevention Assembly Installation:**

a. Backflow prevention assemblies shall be installed in a manner prescribed in the AWWA standards, the uniform plumbing code, and specifically NAC 445A.6723-6724 inclusive, as adopted by the city of Elko.

(1) **Air Gap Separation (AG):** An air gap must be at least twice the effective diameter of that pipe, or, if the pipe is affected by sidewalls at least three (3) times the effective diameter of that pipe. In no case shall an air gap separation be less than one inch (1"). An air gap must be installed in a manner prescribed in the AWWA standards, the uniform plumbing code, and specifically NAC 445A.6723 as adopted by the city of Elko. No water use shall be provided from any point between the service connection and the air gap separation. The water inlet piping shall terminate a distance of at least two (2) pipe diameters from the supply inlet, but in no case less than one inch (1") above the overflow rim of the receiving tank.

(2) **Reduced Pressure Principle Backflow Prevention Assembly (RP):** The approved reduced pressure principle assembly shall be installed on the user's side of and as close to the service connection as practical. Measured from the bottom of the assembly the assembly shall be installed a minimum of twelve inches (12") above grade, floor, or platform and not more than thirty six inches (36") above grade, floor or platform and with a minimum of twelve inches (12") side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing. An approved reduced pressure principle backflow prevention assembly must be installed in a manner prescribed in AWWA standards, the uniform plumbing code, and specifically NAC 445A.67235 as adopted by the city of Elko. Water supplied from any point between the service connection and the RP assembly shall be protected in a manner approved by the city of Elko.

(3) **Double Check Valve Assembly (DC):** The approved double check valve assembly shall be installed on the user's side of and as close to the service connection as possible. The assembly shall be installed inside a heated vault or similar structure and readily accessible for testing and maintenance. The assembly must be installed a minimum of twelve inches (12") above grade, floor, or platform, and not more than thirty six inches (36") above grade, floor, or platform. A minimum of twenty four inches (24") of clearance between the side of the assembly with test cocks and the side of the vault and a minimum of twelve inches (12") clearance between the assembly and the side of the vault. An approved double check valve assembly must be installed in a manner prescribed in the AWWA standards, the uniform plumbing code, and specifically NAC 445A.6724 as adopted by the city of Elko.

(4) **Atmospheric Vacuum Breaker Assembly:** Atmospheric vacuum breaker assemblies do not protect against back pressure conditions. Any installation of atmospheric vacuum breaker assemblies shall be approved by the city of Elko. The assembly shall be installed at least six inches (6") higher than the final outlet. An approved atmospheric vacuum breaker assembly must be installed in a manner prescribed in the AWWA standards and the uniform plumbing code as adopted by the city of Elko.

(5) **Pressure Vacuum Breaker Assembly:** Pressure vacuum breaker assemblies do not protect against back pressure conditions. Any installation of pressure vacuum breaker assemblies shall be approved by the city of Elko. The assembly shall be installed at least six inches (6") to twelve inches (12") higher than the existing outlet. An approved pressure vacuum breaker assembly must be installed in a manner prescribed in the AWWA standards and the uniform plumbing code as adopted by the city of Elko.

(6) Residential Dual Check Valve Assembly: The approved residential dual check valve assembly shall be installed on the user's side and as close to the service connection as possible. Any installation of residential dual check valve assemblies shall be approved by the city of Elko. An approved residential dual check valve assembly must be installed in a manner prescribed in the uniform plumbing code as adopted by the city of Elko.

**3. Backflow Prevention Assembly Testing And Maintenance:**

a. Testing Frequency; Report: The owner of any premises on which, or on account of which, backflow prevention assemblies are installed shall have the assemblies tested by a certified person who has demonstrated competency in testing of these assemblies to the city of Elko. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. The city of Elko may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back in service unless it is functioning as required. A report in a form acceptable must be filed with the city of Elko each time an assembly is tested, relocated or repaired. The assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective, and all costs of testing, repair, and maintenance shall be borne by the water user.

b. Backflow Prevention Assembly Removals: Approval must be obtained from the city of Elko before a backflow prevention assembly is removed, relocated, or replaced.

(1) Removal: The use of an assembly may be discontinued and the assembly removed from service upon presentation of sufficient evidence to the city of Elko to verify that a hazard no longer exists or is not likely to be created in the future.

(2) Relocation: An assembly may be relocated following confirmation by the city of Elko that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the assembly.

(3) Repair: An assembly may be removed for repair, provided the water use is either discontinued until the repair is completed and the assembly is tested and returned to service, or the service connection is equipped with other backflow protection approved by the city of Elko. The retest will be required following the repair of the assembly.

(4) Replacement: An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed and tested. All replacement assemblies must be approved by the city of Elko and must be appropriate with the degree of hazard involved. A retest will be required following the replacement of the assembly.

**E. Administrative Procedures:**

**1. Water System Survey:**

a. The city of Elko will review all requests for new service to determine if backflow protection is needed. Plans and specifications must be submitted to the city of Elko upon request for review of possible cross connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention assembly is necessary to protect the public water system, the required assembly must be installed before service will be granted.

b. The city of Elko may require an on site inspection to evaluate cross connection hazards. The city of Elko will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on premises inspection of the premises' piping system shall be required to install the backflow prevention assembly or air gap which the city of Elko considers necessary. Wherever the safety of the water supply is endangered services may be discontinued immediately without notice.

c. The city of Elko may, at its discretion, require a reinspection for cross connection hazards of any premises to which it serves water. The city of Elko will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on premises inspection of the premises' piping systems shall be required to install the backflow prevention or air gap which the city of Elko considers necessary. Wherever the safety of the water supply is endangered services may be discontinued immediately without notice.

**2. Customer Notification; Assembly Installation:**

a. The city of Elko will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of up to ninety (90) days will be given to complete all corrective actions required, including installation and testing of approved backflow prevention assemblies or air gap, unless a written extension is granted.

b. A second notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice, within the period allowed. The second notice will give the water user up to thirty

(30) days to take the required corrective action. If no action is taken within the thirty (30) day period, the city of Elko may terminate water service to the affected water user until the required corrective actions are taken.

**3. Customer Notification; Testing And Maintenance:**

a. The city of Elko will notify each affected water user when it is time for the backflow prevention assembly installed on their service connection to be tested or the air gap to be inspected. This written notice shall give the water user thirty (30) days to have the assembly tested or air gap inspected and supply the water user with the necessary form to be completed and resubmitted to the city of Elko.

b. A second notice shall be sent to each water user who does not have the backflow prevention assembly tested or air gap inspected as prescribed in the first notice within the thirty (30) day period allowed. The second notice will give the water user up to thirty (30) days to have the backflow prevention assembly tested or the air gap inspected. If no action is taken within the thirty (30) day period, the city of Elko may terminate water service to the affected water user until the subject assembly is tested or air gap inspected.

**F. Water Service Termination:**

1. General: When the city of Elko encounters water users that represent a clear and immediate hazard to the water supply that cannot be immediately abated, the city of Elko will institute the procedure for discontinuing the city of Elko water service.

2. Basis For Termination: Conditions or water uses that create a basis for water service termination include, but are not limited to, the following items:

- a. Refusal to install a required backflow prevention assembly or air gap separation;
- b. Refusal to test a backflow prevention assembly or inspect an air gap separation;
- c. Refusal to repair a faulty backflow prevention assembly;
- d. Refusal to replace a faulty backflow prevention assembly;
- e. Direct or indirect connection between the public water system and a sewer line;
- f. Unprotected direct or indirect connection between the public water system and a system or equipment providing the potential of contaminating the public water supply;
- g. Unprotected direct or indirect connection between the public water system and an auxiliary water system;
- h. A situation that presents an immediate health hazard to the public water system.

**3. Water Service Termination Procedure:**

a. For conditions in subsection F2a, F2b, F2c, or F2d of this section, the city of Elko will terminate service to the customer's premises after two (2) written notices have been sent by first class regular mail specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allotted time period, water service may be terminated.

b. For high risk conditions in subsection F2e, F2f, F2g, or F2h of this section, the city of Elko will terminate the water supply and lock the service valve. The water service will remain inactive until the city of Elko has approved corrections of violations.

**G. Enforcement, Penalties:** The city of Elko shall have the authority to enforce this section. It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross connection between plumbing pipes or water fixtures being served with water by the city of Elko water system and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the water supply system of the city of Elko and/or the service of water pipes or fixtures of any customer of the city of Elko. (Ord. 688, 3-25-2008, eff. 5-1-2008)

Dale Johnson  
City of Elko  
Utilities Director  
Cell 775-388-3384  
Office 775-777-7212  
[djohnson@elkocitynv.gov](mailto:djohnson@elkocitynv.gov)

From: JJ Lund [mailto:[jj.classicjack@gmail.com](mailto:jj.classicjack@gmail.com)]

Sent: Monday, August 23, 2021 10:55 AM

**To:** Dale Johnson <djohnson@elkocitynv.gov>

**Subject:** Double dice back flow

Dale

I am working on the proposal for double dice back flow project.

Can you send me a spec sheet that the city requires for this back flow or is it just a typical system ?

I apologise if you have already done this for someone else in my group. I am just trying to speed up the process and get this done. I am one of the new owners

Thanks.

--

***Jonathan Jack "JJ" Lund***

***C 435-201-2451***

***[jj.classicjack@gmail.com](mailto:jj.classicjack@gmail.com)***

## Re: Double Dice

Adeline Thibault <athibault@elkocitynv.gov>

Tue 7/20/2021 2:29 PM

To: Scott A. Wilkinson <sawilkinson@elkocitynv.gov>; Dale Johnson <djohnson@elkocitynv.gov>; Michele L. Rambo <mrambo@elkocitynv.gov>; Kelly C. Wooldridge <kwooldridge@elkocitynv.gov>; Debbie Henseler <dhenseler@elkocitynv.gov>  
9-1-16: E-2

### 2. Customer Notification; Assembly Installation:

a. The city of Elko will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of up to ninety (90) days will be given to complete all corrective actions required, including installation and testing of approved backflow prevention assemblies or air gap, unless a written extension is granted.

b. A second notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice, within the period allowed. The second notice will give the water user up to thirty (30) days to take the required corrective action. If no action is taken within the thirty (30) day period, the city of Elko may terminate water service to the affected water user until the required corrective actions are taken.

Thanks!  
Addie

*Adeline Thibault*  
*City of Elko Environmental Coordinator*  
775-777-7213



---

**From:** Scott A. Wilkinson <sawilkinson@elkocitynv.gov>

**Sent:** Tuesday, July 20, 2021 1:58 PM

**To:** Dale Johnson <djohnson@elkocitynv.gov>; Michele L. Rambo <mrambo@elkocitynv.gov>; Kelly C. Wooldridge <kwooldridge@elkocitynv.gov>; Adeline Thibault <athibault@elkocitynv.gov>; Debbie Henseler <dhenseler@elkocitynv.gov>

**Subject:** RE: Double Dice

Michele,

What section of code are you referring to so I can review it.

Thanks,

Scott A. Wilkinson  
Assistant City Manager  
City of Elko  
Telephone: 775.777.7211  
Email: sawilkinson@elkocitynv.gov

**From:** Dale Johnson

**Sent:** Tuesday, July 20, 2021 1:40 PM

**To:** Michele L. Rambo <mrambo@elkocitynv.gov>; Scott A. Wilkinson <sawilkinson@elkocitynv.gov>; Kelly C. Wooldridge <kwooldridge@elkocitynv.gov>; Adeline Thibault <athibault@elkocitynv.gov>; Debbie Henseler <dhenseler@elkocitynv.gov>  
**Subject:** RE: Double Dice

We should probably follow code, but I don't think some of these are feasible in 90 days. For instance, Terraces had to have an engineer design their system which took some time. Then they will have to hire a licensed contractor, more than likely bidding the work, order materials, and install.

Double dice will probably not require an engineer, but it is recommended. The RPBA is going to drop their pressure by 10 PSI. This will affect things like fire hydrants, RV spaces and the Bar. The Bar already has a RPBA which has dropped the pressure 10 psi and now there will be an additional one. They will have a 20 psi drop in the bar and laundry facilities with the park backflow installed.

On the City side of things we could increase their pressure, at the PRV station that controls this area, but it may affect others on that same line increasing their pressure as well. We already paid claims when this station failed and damaged the internal plumbing at Double Dice.

I also don't see shutting their water off as an enforcement tactic, because that will not fly when they talk with Council members.

Dale Johnson  
City of Elko  
Utilities Director  
Cell 775-388-3384  
Office 775-777-7212  
[djohnson@elkocitynv.gov](mailto:djohnson@elkocitynv.gov)

**From:** Michele L. Rambo  
**Sent:** Tuesday, July 20, 2021 12:08 PM  
**To:** Scott A. Wilkinson <[sawilkinson@elkocitynv.gov](mailto:sawilkinson@elkocitynv.gov)>; Kelly C. Wooldridge <[kwooldridge@elkocitynv.gov](mailto:kwooldridge@elkocitynv.gov)>; Dale Johnson <[djohnson@elkocitynv.gov](mailto:djohnson@elkocitynv.gov)>; Adeline Thibault <[athibault@elkocitynv.gov](mailto:athibault@elkocitynv.gov)>; Debbie Henseler <[dhenseler@elkocitynv.gov](mailto:dhenseler@elkocitynv.gov)>  
**Subject:** RE: Double Dice

Code allows 90 days, but if Dale's okay with 120, I'm good too.

How are we going to enforce this? Per Code, we shut off their water, but I'm guessing that won't be acceptable.

Michele Rambo, AICP  
Development Manager  
City of Elko  
1751 College Avenue  
Elko, NV 89801  
775-777-7217  
[mrambo@elkocitynv.gov](mailto:mrambo@elkocitynv.gov)

**From:** Scott A. Wilkinson <[sawilkinson@elkocitynv.gov](mailto:sawilkinson@elkocitynv.gov)>  
**Sent:** Tuesday, July 20, 2021 11:46 AM  
**To:** Kelly C. Wooldridge <[kwooldridge@elkocitynv.gov](mailto:kwooldridge@elkocitynv.gov)>; Michele L. Rambo <[mrambo@elkocitynv.gov](mailto:mrambo@elkocitynv.gov)>; Dale Johnson <[djohnson@elkocitynv.gov](mailto:djohnson@elkocitynv.gov)>; Adeline Thibault <[athibault@elkocitynv.gov](mailto:athibault@elkocitynv.gov)>; Debbie Henseler <[dhenseler@elkocitynv.gov](mailto:dhenseler@elkocitynv.gov)>  
**Subject:** Double Dice

Everyone,

Here is the direction on Double Dice. We will issue the license for the RV Park with a noted condition that the required backflow is missing and installation is required within 120 days. Once the business license is issued, Addie can send a

letter to the new licensee stating the deficiency was identified during the business licensing process and under the Cross Connection Program for existing structures or businesses. This is not a change of occupancy.

We will issue the license for the bar and grill. We will issue the license for the Bar and Grill with a noted condition that the required grease interceptor is missing and installation is required within 120 days. Once the business license is issued, Addie can send a letter to the new licensee stating the deficiency was identified during the business licensing process, cite the code requiring the pretreatment for sewer discharge, etc. etc.

Kelly will wait for some other information concerning gaming and slots and then the Clerk can finalize these two licenses.

Thank you,

Scott A. Wilkinson  
Assistant City Manager  
City of Elko  
Telephone: 775.777.7211  
Email: [sawilkinson@elkocitynv.gov](mailto:sawilkinson@elkocitynv.gov)

**Elko Municipal Water System  
Cross-Connection Control Plan**

**City of Elko, Nevada**

**Prepared By**

**The Elko City Utilities Department**

**Updated July 2009**

**City of Elko**  
**Cross-Connection Control Plan**

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***City of Elko, Nevada  
Elko Municipal Water System  
Cross-Connection Control Plan  
Updated July 2009***

**Background:** The U.S. Environmental Protection Agency (USEPA) amended the Federal Safe Drinking Water Act in 1986. These amendments include many regulations, one of which requires that water suppliers develop and implement a program for the control of cross-connections by January 1, 1999. "Cross-connections" are defined as any water piping arrangement that could allow contaminants, or water containing contaminants to flow back into the public water supply if certain conditions exist. These conditions are:

1. Backpressure – any elevation head or water pressure created by a pump, elevated piping, steam and/or air pressure greater than the public water supply pressure.
2. Backsiphonage – a drop in the public water supply pressure in the water main, for whatever reason, causing water to flow backward from a possible cross-connection to the public water supply.

The purpose of the Elko Municipal Water System Cross-Connection Control Plan is to protect the public water supply by ensuring that there are no connections between the unpolluted public water supply and any source of pollution or contamination which can be drawn into the public water supply as a result of backsiphonage or backpressure, whether that pollution or contamination is on public or private property.

**General Policy:** The policy of the City of Elko and the Elko City Council is to protect and maintain the bacteriological and chemical quality of the public water supply by the prevention and/or elimination of cross-connections between the public water distribution system and any source of pollution or contamination that may be drawn into the public water supply as a result of backsiphonage or backpressure. The protection of the public water system shall be accomplished by the use of approved cross-connection control devices or air gaps on water service connections.

**Definitions:**

**Air-Gap Separation (AG):** Shall mean the unobstructed vertical distance or physical separation between a point of free-flowing discharge of water from a pipe that supplies water to an open or non-pressurized vessel, tank or receptacle and the overflow rim of that vessel, tank, or receptacle. An air-gap must be at least twice the effective diameter of that pipe or if the pipe is affected by sidewalls at least three (3) times the effective diameter of that pipe. In no case shall an air-gap separation be less than 1-inch.

**Approved Backflow Prevention Assembly:** Shall mean any assembly utilized to prevent backpressure and/or backsiphonage that has been approved for use by the Nevada State Health Division – Bureau of Health Protection Services and the City of Elko. Approved assemblies

shall be those that have successfully passed performance standards established by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California.

**Approved Check Valve:** Shall consist of a check valve that does not drip in the normal direction of flow when the inlet pressure is 1 psi or more and there is no outlet pressure; and allows no leakage in the direction opposite the normal direction of flow; and the closure element is internally loaded in such a manner as to promote rapid and positive closure.

**Atmospheric Vacuum Breaker (AVB):** Shall mean an assembly that consists of a vacuum breaker that contains an air inlet valve, a check seat and one or more air inlet ports, in which the flow of water causes the air inlet valve to close the air inlet ports; and when the flow of water stops:

1. The air inlet valve falls and forms a check valve against backsiphonage; and
2. The air inlet ports open to allow air to enter the pipe and satisfy the vacuum.

**Auxiliary Water Supply:** Shall mean any water supply on or available to the premises other than the public water supply of the City of Elko.

**Backflow:** Shall mean any flow, other than in the intended direction of flow, of any liquids, gasses, or other substances into the water distribution network of the public water supply.

**Backpressure:** Shall mean any backflow caused by a pump, elevated tank, boiler, pressure vessel, any other means that could create pressure within the water service, or private system, that is greater than the public water supply system.

**Backsiphonage:** Shall mean a form of backflow due to a drop in water pressure (low water pressure) in the public water supply system.

**Building Official:** Shall be the duly appointed Building Official of the City of Elko, Nevada. Any act stated in this plan that is required or authorized by the "Building Official" may be done on his behalf by an authorized representative of the City Building Department.

**Check Valve (CV):** Shall consist of a valve designed to open in the direction of normal flow and close with the reversal of normal flow.

**Contamination:** Is defined as an impairment of water quality caused by chemical substances or biological organisms which the health authority determines to be sufficient to create a risk or threat to the public health.

**Cross-Connection:** The term "cross-connection" shall mean any physical plumbing arrangement whereby the public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, swimming pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water or chemicals that are capable of contaminating the public water supply in the event of "backflow", "backsiphonage", or "backpressure".

**Cross-Connection Control Ordinance:** The Cross-Connection Control Ordinance is the ordinance adopted by the Elko City Council that approves the City Cross-Connection Control Plan and provides the authority to the City Water Department to administer the cross-connection control plan. The cross-connection control ordinance includes enforcement measures to ensure compliance with the intent of the plan.

**Customer:** Any person, persons, firm, or corporation that is provided potable water from the public water supply system through a legal water service connection to the public water supply distribution network.

**Degree of Hazard:** Shall express the results of an evaluation of a health, system, or plumbing hazard. The Degree of Hazard will be used to evaluate the type of backflow and backsiphonage protection required to protect the public water supply.

**Double Check Valve Assembly (DCVA):** Shall consist of an assembly that:

1. Is composed of two (2) independently acting, approved check valves;
2. Has tightly closing, resilient seated shutoff valves attached at each end;
3. Is fitted with properly located, resilient seated test cocks; and
4. Has been tested and approved, in accordance with the American Water Works Association Standard C510, by an approved backflow testing laboratory.

**Double Check Detector Check Assembly:** Is defined as an assembly that is composed of a line-sized double check valve assembly and a bypass that contains a water meter and another double check valve assembly.

**Fire Sprinkler Systems as defined by NAC 445A and Compliant with NFPA 13, 13D and 13R Systems:**

1. **“Class 1 fire sprinkler system”** means a fire sprinkler system that has a direct connection to the public water supply and no physical connection to any source of pollution or contamination. The system uses no pumps, tanks or reservoirs and uses no antifreeze or other additives of any kind.
2. **“Class 2 fire sprinkler system”** means a fire sprinkler system that has a direct connection to the public water supply and no physical connection to any source of pollution or contamination. The fire sprinkler system has a booster pump installed at the connection to the water supply and uses no tanks, reservoirs, antifreeze or additives of any kind.
3. **“Class 3 fire sprinkler system”** means a fire sprinkler system that has a direct connection to the public water supply and uses no antifreeze or other additives of any kind. This fire sprinkler system uses one or more of the following: (a) an elevated, covered tank for the storage of water, (b) a pump that takes suction from a covered tank or a covered reservoir located above ground, or (c) a pressure tank.
4. **“Class 4 fire sprinkler system”** means a fire sprinkler system that has a direct connection to the public water supply and has an auxiliary supply of water for fire suppression located on the premises or within 1,700 feet of a pumping connection for the fire sprinkler system. The fire sprinkler system uses no antifreeze or other additives of any kind.

5. **“Class 5 fire sprinkler system”** means a fire sprinkler system that has a direct connection to the public water supply and is interconnected with an auxiliary supply of water, including, without limitation: (a) a private or prohibited water well, (b) a water system used for industrial purposes, or (c) a pump that provides water for fire suppression from a river, pond or open reservoir. A fire sprinkler system that uses antifreeze or another additive is also a “class 5 fire sprinkler system”.
6. **“Class 6 fire sprinkler system”** means a fire sprinkler system that has a direct connection to the public water supply and no physical connection to any other supplies, except that the system may have gravity storage or a pump that takes suction from a tank and is combined with a water supply used for industrial purposes.

**Health Hazard:** Shall mean any condition, device, or practice in a water supply system and/or its operation that creates, or may create, a danger to the health and well being of a customer. Health hazards may occur on the customer’s premises and must be addressed to remedy the danger to the customer and/ or the public water supply.

**Industrial Fluids:** Shall mean any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such that it would constitute a health or plumbing hazard if introduced into a potable water supply. This includes, but is not limited to, all types of process waters originating from the public water supply or auxiliary water supply that may deteriorate or become contaminated in quality. These fluids include: chemicals in fluid form; plating acids and alkalies; circulated cooling waters that are chemically or biologically treated or stabilized with chemicals that are considered regulated substances; or contaminated natural waters such as from springs, streams, ponds or wells.

**Liquids:** The term liquid shall mean any substance that flows readily but does not expand indefinitely, such as water and industrial fluids.

**Plumbing Hazard:** Shall mean a cross-connection within a customer’s potable water system that may permit backsiphonage in the event of a negative pressure in the supply line or in the public water distribution system.

**Pressure Vacuum Breaker (PVB):** Shall consist of a vacuum breaker that:

1. Contains an independently operating, internally loaded approved check valve, and an independently operating loaded air inlet valve located on the discharge side of the approved check valve; and
2. Is equipped with properly located, resilient seated test cocks, and tightly closing, resilient seated shutoff valves which are attached at each end of the assembly.

**Public Health Officer:** Shall be a representative of the Nevada Environmental Health Department with the authority to enforce state public health requirements.

**Public Water Supply:** Shall mean the Elko Municipal Water System including water source, treatment, storage, transmission and distribution pipes owned by the City of Elko, Nevada and operated for the purpose of furnishing water for human consumption to the residents of the City of Elko and other areas adjacent to the city.

**Reduced Pressure Detector Assembly (RPDA):** A reduced pressure detector assembly shall consist of an assembly designed to protect against pollution and contamination which is composed of a line-sized, reduced pressure principle assembly, and a bypass that contains a water meter and another reduced pressure principle assembly.

**Reduced Pressure Principle Backflow Assembly (RPBA):** Shall consist of an assembly that:

1. Contains two (2) independently acting approved check valves and a hydraulically operating, mechanically independent pressure relief valve that is located between the approved check valves and below the upstream check valve;
2. Has properly located, resilient seated test cocks and tightly closing, resilient seated shutoff valves at each end of the assembly;
3. Is designed to protect against pollution and contamination under conditions of backsiphonage or backpressure; and
4. Has been tested and approved in accordance with the American Water Works Association Standard C511, by an approved backflow testing laboratory.

**Service Connection:** Is a water connection between the public water supply distribution network and the customer's potable water piping system. Except, when the customer's water piping system distributes to more than one family dwelling, each dwelling shall be considered as a service connection.

**System Hazard:** Shall mean a threat to the physical properties of the public or the customer's potable water system by a material not dangerous to the health but aesthetically objectionable that would have a degrading effect on the quality of the potable water within the system.

**The Elko City Council:** Is the elected board of the City of Elko that can institute changes to the Elko City Code and is responsible for implementing the City Cross-Connection Control Ordinance. The Elko City Council has adopted the City Cross-Connection Control Plan. *This has not been done yet.*

**Utilities Director:** Shall be the Utilities Director of the City of Elko, Nevada. Any act stated in this plan that is required or authorized by the "Utilities Director" may be done on his behalf by an authorized representative of the City Engineering Department or the City Water Department.

**Water Department Inspector:** Shall be that person or persons employed by the Elko City Water Department that have been trained and are qualified to perform the designated inspection work.

**Code Authority and Enforcement:** The enforcement of the City of Elko Cross-Connection Control Program shall be by the Elko City Water Department, the Elko City Engineering Department and the Elko City Building Department. Enforcement shall be in accordance with the Elko City Water Code (Title 9-1 of the Elko City Code), state regulations NAC 445A.67185 through NAC 445A.6731, the Uniform Plumbing Code (as adopted by the City of Elko, Nevada) and the Manual of Cross-Connection Control (when applicable).

**Purpose:** The purpose of the City of Elko Cross-Connection Control Plan is to protect the public water supply system and the city's water customers by ensuring that there are no known cross-connections between the unpolluted public water supply and any source of pollution or contamination which can be drawn into the public water supply as a result of backsiphonage or backpressure – whether that pollution or contamination be on public or private property. Where it is physically and economically unfeasible to find or to permanently eliminate all cross-connections, and when it is deemed necessary by the City's water inspector, there shall be installed, on the water service line, a suitable backflow prevention assembly, commensurate with the degree of hazard, in order to protect the public water supply.

**Public Education of the Importance of Backflow Protection:** The public understanding of the benefits of backflow protection for the public water supply is an important part of the City of Elko's Cross-Connection Control Plan. It is important for all City of Elko water customers to understand that the potable water supply can become contaminated by pollution drawn into the public water supply system from non-potable sources located on private or public property as a result of backsiphonage or back pressure. In order to educate the water customer, public information will be made available through (1) local newspapers, (2) the radio media, and (3) by individual customer mailings. Classroom programs and/or presentations will also be prepared for the Elko County School District and local civic organizations. The education of the general public on backflow protection for the public water supply is essential to the success of the City of Elko's Cross-Connection Control Plan.

**Backflow Protection Requirements:** The City of Elko has established the minimum degree of backflow protection based on the water customer's "degree of hazard". The "degree of hazard" is determined by inspection of the customer's water system plumbing. General conditions that require backflow protection on the customer's water service/system line include: the presence of auxiliary water supplies on the premises, the presence of process pumps on the customer's system, the presence of fire sprinkler systems, and the potential for on-site contaminants or pollutants to enter the customer's water system and "backflow" into the unpolluted public water supply. The minimum types of protection for particular water service connections, both new and existing, include:

**Table 1 – Minimum Backflow Protection Requirements**

<b>Establishment or Dwelling Type</b>	<b>Description</b>	<b>Backflow Prevention Requirements</b>
Public or private buildings:	1. That contain a hotel, a motel, a casino, a condominium, a town house, apartments or dormitories; 2. That is used for commercial purposes where a specific commercial business has not been identified, such as terminal buildings or shopping malls;	Reduced Pressure Principle Backflow Assembly (RPBA)
Public or private Buildings:	3. In which sewage pumps and/or sewage ejectors have been installed;	Reduced Pressure Principle Backflow

(Continued)	<ol style="list-style-type: none"> <li>4. Contains a Class 4, Class 5, or a Class 6 fire sprinkler system;</li> <li>5. Contains a hydronic heating system that utilizes chemical additives.</li> </ol>	Assembly (RPBA)
Public or private buildings: (Continued)	<ol style="list-style-type: none"> <li>1. Has multiple stories and booster pumps or elevated tanks to distribute potable water;</li> <li>2. Exceeds 40 feet in height, as measured from the service connection to the highest water outlet;</li> <li>3. Has a class 1, class 2 or class 3 fire sprinkler system.</li> </ol>	Double Check Valve Assembly (DCVA)
Government or private facilities used for manufacturing:	<ol style="list-style-type: none"> <li>1. Dairies, breweries, wineries and caneries;</li> <li>2. Facilities for processing food, packing meat, rendering, cold storage or making ice;</li> <li>3. Facilities for bottling beverages;</li> <li>4. Publishing and printing of newspaper, books or magazines;</li> <li>5. Manufacturing or processing of film;</li> <li>6. Facilities for manufacturing, processing and/or fabrication of automobiles, aircraft, missiles, explosives, chemical solutions, paints, solvents, plastics, paper products, rubber and/or metals;</li> <li>7. Facilities where water is used to manufacture, store or process chemicals for industrial purposes;</li> <li>8. Facilities for mechanical, chemical or electrochemical plating;</li> <li>9. Water treatment facilities and waste water treatment facilities;</li> <li>10. Facilities for the production or generation of power;</li> <li>11. Facilities for the production, storage or transmission of oil or gas;</li> <li>12. Facilities that handle, process or store radioactive materials;</li> <li>13. Facilities for processing and screening sand and gravel;</li> <li>14. Concrete batch plants and Asphalt Concrete Batch Plants.</li> </ol>	<p>Reduced Pressure Principle Backflow Assembly (RPBA)</p> <p>and/or</p> <p>Air-Gap Separation (AG)</p>
Commercial and Light Industrial Facilities:	<ol style="list-style-type: none"> <li>1. Restaurants, cafes and cafeterias;</li> <li>2. Parks for mobile homes and recreational vehicles;</li> <li>3. Laundry and dry cleaning facilities;</li> </ol>	Reduced Pressure Principle Backflow Assembly (RPBA)
Commercial and Light Industrial Facilities:	<ol style="list-style-type: none"> <li>4. Facilities for cleaning and repairing motor vehicles or aircraft.</li> <li>5. Radiator shops – Reduced pressure Principle</li> </ol>	Reduced Pressure Principle Backflow Assembly (RPBA)

(Continued)	Backflow Assembly (RPBA) or Air-Gap Separation (AG)	
Medical Facilities and Laboratories:	<ol style="list-style-type: none"> <li>1. Hospitals, medical clinics and dental clinics;</li> <li>2. Medical laboratories;</li> <li>3. Sanitariums, convalescent homes and nursing homes;</li> <li>4. Morgues, mortuaries or facilities for conducting autopsies;</li> <li>5. Veterinary clinics, pet shops, stables, or facilities for grooming pets;</li> <li>6. Laboratories for the analysis of water and wastewater;</li> <li>7. Assay labs for analyzing ores.</li> </ol>	Reduced Pressure Principle Backflow Assembly (RPBA)
Public and private schools:	<ol style="list-style-type: none"> <li>1. Public school facilities, colleges and universities.</li> </ol>	Reduced Pressure Principle Backflow Assembly (RPBA)
Recreational Facilities:	<ol style="list-style-type: none"> <li>1. Public pools and spas;</li> <li>2. Water parks, theme parks and carnivals;</li> <li>3. Decorative fountains.</li> </ol>	Reduced Pressure Principle Backflow Assembly (RPBA)
Private and public irrigation systems:	<ol style="list-style-type: none"> <li>1. Irrigation systems for parks, ball fields, landscaping, residential lawn irrigation and commercial and industrial lawn irrigation;</li> <li>2. If irrigation facilities have been installed for pumping, injecting, or applying fertilizers, pesticides or other chemicals a Reduced Pressure Principle Backflow Assembly (RPBA) will be required.</li> </ol>	Pressure Vacuum Breaker (PVB), Double Check Valve (DCV), or RPPBA
Single Family Homes:	<ol style="list-style-type: none"> <li>1. Homes and dwelling units with swimming pools must have a Reduced Pressure Principle Backflow Assembly (RPBA) on the pool water connection;</li> <li>2. Lawn irrigation system connections require a Double Check Valve Assembly (DCVA), a Pressure Vacuum Breaker (PVB) or Atmospheric Vacuum Breaker (AVB).</li> </ol>	Approved Check Valve (ACV) on the water service at the water meter
Construction uses:	<ol style="list-style-type: none"> <li>1. Water trucks for construction use;</li> <li>2. Temporary water storage tanks for construction site water;</li> <li>3. Chemical feed tanks where water is used to dilute or mix chemicals;</li> <li>4. Portable spraying or cleaning equipment.</li> </ol>	Air-Gap Separation (AG)

**Inspection and Inventory Program:** The control of cross-connections requires cooperation between the water customer, the water purveyor, the City Engineering and Building Departments, the City Water Department, and the Nevada State Health Division – Bureau of

Health Protection Services. The City of Elko, as the water purveyor, has been given the responsibility to prevent contamination of the public water supply system. The water customer's responsibility is to prohibit the contamination of the public water supply system as a result of the plumbing facilities and/or activities on his premises. The property owner or water customer must realize that he or she may be held responsible for acts of negligence.

An inspection and inventory program for cross-connections and sanitary hazards requires the inspection of all new and existing buildings and facilities that are connected to the public water supply system. The City Engineering Department, Water Department, or designee will take on the responsibility of identifying and inspecting new and existing cross-connections connected to the Elko Municipal Water System. The property owner, or water customer, will be required to correct cross-connections in accordance with the City's cross-connection control plan and in accordance with state regulation NAC 445A. The City of Elko's program for inspection shall be established with priority given on the basis of "risk to public health".

**New Occupancies and New Construction:** All building and plumbing permits for new construction, or applications for changes in occupancy type, shall require the minimum backflow protection provided within **Table 1 – Minimum Backflow Protection Requirements** of this plan. The City of Elko Building, Engineering, and Utilities Departments shall be responsible for the review of all applications for building permits and shall evaluate the need for cross-connection control. The applicant will be required to provide backflow protection and cross-connection control as required by this plan and state regulation NAC 445A. The water customer shall be responsible for the installation, certification, yearly inspection, and any repair of the backflow prevention devices installed in accordance with these requirements. All new occupancies or uses of existing or new structures shall require an inspection and evaluation for the need for cross-connection control. This shall be done at the plan review and construction stage.

**Existing Buildings, Structures and Grounds:** The control of cross-connections requires cooperation between existing water customers, the Elko Municipal Water Department, the City Building Department, the City Engineering Department, and the Utilities Department. An inspection and documentation program for cross-connections and sanitary hazards requires the inspection of all existing buildings, structures and grounds. The inspection and documentation program for existing structures requires a trained water department inspector to inspect the customer's water service and prepare proper documentation.

**Notification, Inspection, Documentation and Record Keeping:** The City of Elko's plan for inspecting the properties served by the public water system requires close coordination with the affected property owners. The inspection process will commence with public notification of each property owner or water customer. This process will involve the following work in sequence:

1. **Cross-Connection Control Plan Notification Form:** From City building and zoning records, the Elko City Water Department designee will prepare form letters to be mailed to all commercial and industrial water customers connected to the public water supply system. The City Water Department designee will prioritize these form letter mailings

based on the assumed degree of hazard for each water connection. The cross-connection control plan notification letter will be sent to the water customer explaining the need for a water system inspection of the premises. This form will also include a brief checklist of needed information, including how the water is used on the premises, whether or not auxiliary water is available on-site, chemicals used or stored on site, fire suppression system type, and the a list of the types of existing fixtures. The property owner, prior to scheduling an inspection date, shall return the checklist to the City Water Department designee for review.

2. **Inspection Schedule and Appointment for Initial Inspection Letter:** The City Water Department (water department inspector) will prepare an inspection schedule based upon the degree of hazard present as indicated by known information and the written information received in the cross-connection control plan notification form mailed to the water customer or property owner. A letter requesting an appointment for inspection within a 60-day time frame will be sent to industrial and commercial water customer and/or property owner.
3. **Cross-Connection Inspection:** The Water Department Cross-Connection Inspector will meet with the water customer and/or property owner or a representative of the property owner for an inspection of the customer's water service and water system piping. The inspector will explain the purpose of the inspection to the water customer/property owner. The inspector will perform the inspection of the customer/property owner's water piping system and document the inspection as follows:
  - a. Review available blueprints (provided by the City Building Department and/or property owner) of the customer's water service and water system. Inspect the piping from the city water distribution system service connection to the end of the water customer's/property owner's water piping.
  - b. Document the system and prepare an as-built sketch of the customer's water piping system.
  - c. Identify any possible cross-connections in the customer's plumbing network that could provide a means for backflow into the public water supply.
  - d. Document the required backflow prevention assembly required on all possible cross-connections identified.
  - e. Identify and list all industrial fluids, chemicals, or other potentially contaminating substances used or stored on-site, and the degree of hazard that such substances represent to the potable water supply. The water customer/property owner will have previously provided a list of these substances following his/her receipt of the cross-connection control plan notification form letter.
  - f. The Water Department Inspector will document the inspection on a city cross-connection control inspection form and attach the water customer's "as-built" water

piping diagram to the inspection form. One (1) copy of the all documentation will be provided to the water customer. One (1) copy will be reviewed by the City Engineering Department and maintained on file with the City Water Department.

A file will be created for the water customer/property owner's inspection form, water piping "as-built" and backflow prevention assembly requirements. Following the inspection the water customer/property owner will be notified within 10 calendar days of the required implementation schedule for the installation and yearly testing and certification of the backflow prevention assemblies to be installed in his or her water system piping. In the event that the water customer/property owner has no possible cross-connections in his system, the water piping system will be documented and no backflow prevention assemblies will be required.

4. **Record Keeping:** The City of Elko Water Department will maintain records for each institutional, industrial, commercial, and certain residential water customers/property owners that require backflow prevention assemblies. The water customer/property owner file will contain all correspondence, water system piping inspection documentation, and yearly certified testing information.
5. **Corrective Action:** Upon review of the inspection documentation, a designated employee of the City of Elko will prepare a letter to the respective water customer outlining the findings of the inspection, the corrective action required, and shall provide a time frame in which the corrective action must be completed (90 days). The letter will be sent to the water customer/property owner and a copy will be placed in the water customer/property owner's file.

**Cross-Connection Control Plan Implementation Schedule:** The City of Elko's cross-connection control plan implementation schedule is tiered in order to address higher risk cross-connection conditions before addressing lower risk establishments or structures. The schedule for existing facilities and grounds is based on the degree of hazard to public health. Land uses and facilities that are considered high risk for the presence of cross-connections will be inspected, documented, and remedied prior to cross-connections that are considered low risk to public health. The installation and testing of backflow protection assemblies must be done by a Nevada certified backflow prevention assembly tester.

**Table 2 – City of Elko Plan Implementation Schedule**

<b>Land Use, Zoning and/or Structure Category</b>	<b>Initial Notification for Inspection</b>	<b>Initial Inspection Completion</b>	<b>Final Inspection and Compliance</b>
New Construction	*	*	*
City of Elko Facilities	April 1, 2008	October 1, 2008	January 1, 2010
County, State and Federal Government Facilities	July 1, 2008	January 1, 2009	July 1, 2010
General Industrial, Light Industrial and Commercial Water Customers	July 1, 2009	January 1, 2010	July 1, 2010
Residential Dwellings (only homes with swimming pools)	January 1, 2009	July 1, 2009	January 1, 2010

1. **New Construction:** New construction shall comply with the City of Elko’s cross-connection control plan and backflow protection requirements.
2. **City of Elko Facilities:** City of Elko facilities and buildings including the Elko Water Reclamation Facility, the municipal water system facilities, the fleet maintenance facilities, and the City parks and cemeteries shall be inspected and documented for the presence of cross-connections by **October 1, 2008**. All documented cross-connections shall be remedied by **January 1, 2010**.
3. **County, State and Federal Government Facilities:** All county, state, and federal facilities shall be inspected and documented for the presence of cross-connections by **January 1, 2008**. All documented cross-connections shall be remedied in accordance with this plan by **July 1, 2010**.
4. **General Industrial and Light Industrial Facilities:** Private facilities located in the General Industrial and Light Industrial zoning districts shall be notified that they must be inspected by **July 1, 2009**. The water service systems for these facilities must be inspected by a water department inspector and must be documented (including an accurate diagram of the customer’s water system) by **January 1, 2010**. All cross-connections must be remedied by **July 1, 2010**.
5. **Commercial Facilities:** All commercial facilities including hospitals, clinics, dental offices, casinos, dry cleaners, mortuaries, restaurants, apartment complexes and other establishments that are considered at risk for the backflow of chemical or biological contaminants into the public water supply shall comply with the same schedule as the general and light industrial facilities. These facilities shall be notified that they must be inspected by **July 1, 2009**. The water services and plumbing for these facilities must be inspected by a water department inspector and must be documented (including an accurate diagram of the customer’s water system) by **January 1, 2010**. All cross-connections must be remedied by **July 1, 2010**.

6. **Residential:** Residential homes (residential structures up to four (4) units per lot) are considered low risk structures. Although cross-connections may exist in some residential structures, the City of Elko has not experienced “defects” in water quality caused by backflow from residential structures. For this reason residential structures (single family up through 4-plexes) will be evaluated on an individual basis. Homes with swimming pools and built in spas will be identified from city records and neighborhood field inspections. These homes will be notified that they must be inspected for possible cross-connections by **January 1, 2009**. The water services and plumbing systems for these homes will be inspected by a certified backflow protection technician and documented (including an accurate diagram of the customer’s plumbing system) by **July 1, 2009**. All cross-connections will be remedied by **January 1, 2010**. Apartments have been included in Commercial Facilities.

**Correspondence with Water Customers/Property Owners:** The City of Elko will correspond with water customers/property owners in the following sequence:

1. **Appointment for Initial Inspection Letter:** Will request action from the water customer/property owner within 60 days to schedule an initial inspection.
2. **Inspection Appointment Confirmation Letter:** Confirms the appointment time and date with the water customer/property owner.
3. **Inspection Findings and First Compliance Letter:** Will report the findings of the initial inspection to the water customer/property owner and will define the compliance schedule for elimination of possible cross-connections as well as installation and testing of approved backflow prevention assemblies. City staff will conduct follow up inspections after the implementation of cross-connection control measures.
4. **Thank You Letter:** Will be provided following re-inspection of the water customer/property owner’s water piping system and compliance with the Follow Up Inspection and Initial Compliance Letter is complete.
5. **Second Compliance Letter (First Water Termination Letter):** Will be required if the water customer/property owner fails to comply with the Inspection Follow-Up and Initial Compliance Letter. Notice will be given that the water customer/property owner’s water service will be terminated within thirty (30) days if compliance is not achieved.
6. **Termination Notice:** Will be given if the water customer/property owner has not complied following the Second Compliance Letter. This notice is served at the time the Water Department terminates the water customer/property owner’s water service.

**Annual Testing of Backflow Prevention Assemblies:** The Nevada Administrative Code (NAC 445A.67185 through NAC 445A.67255) has established criteria for the annual inspection and testing for all backflow prevention assemblies. These assemblies must be inspected and tested annually by certified backflow prevention assembly technicians. Assemblies that are found to be operating improperly must be repaired or corrected within thirty (30) days. The City of Elko will notify water customers by certified mail each year of the requirement to test their backflow prevention assemblies. Property owners will be responsible for the maintenance and repair of all backflow prevention assemblies located on their water service lines. Results of the annual inspection, testing and repairs of the backflow prevention assemblies must be reported to the City of Elko Water Department within thirty (30) days of such work. Inspection reports on backflow preventers and/or double check valves on any sprinkler system shall be forwarded to the City of Elko Fire Department.

For the certification and annual testing on all fire sprinkler systems the technician shall be certified through the Nevada State Fire Marshall's Office per NRS (NAC) 477.

**Enforcement Provisions:** In the event that businesses and other facilities fail to comply with any of the provisions of the City of Elko Cross-Connection Control Plan, enforcement will be undertaken by the City of Elko to ensure compliance. Correspondence between the City of Elko and water customers/property owners will be critical. Water customers/property owners that fail to comply with this plan following receipt of two (2) compliance notices (approximately 90 days) will have water service from the City of Elko terminated. Termination of water service will include closing the water service valve to the water customer and/or physically disconnecting the water service.

*Attach Ordinance and Flow Charts*

**Elko Municipal Water System  
Cross-Connection Control Plan**

**Appendix**

## NEVADA ADMINISTRATIVE LAW RELATING TO CROSS-CONNECTION

**NAC 445A.67185 Cross-connections and backflow: General requirements. (NRS 445A.860)** A supplier of water shall:

1. Ensure that there are no unprotected connections between the supplies of water, systems for the pumping, storage and treatment of water, and distribution system of the public water system and any source of pollution or contamination pursuant to which any unsafe water or other degrading material can be discharged or drawn into the public water system as a result of backsiphonage or backpressure.

2. Develop and carry out a program for the control of cross-connections that is approved by the health authority. Except for a program that has been approved by a health authority before February 20, 1997, a program for the control of cross-connections must:

(a) Be submitted to the health authority for its approval no later than:

(1) January 1, 1999; or

(2) Eighteen months after the public water system begins operation,

↪ whichever is later.

(b) Include:

(1) A schedule for implementation.

(2) A plan for inspecting the properties served by the public water system to determine the potential risk of cross-connection and backflow.

(3) A plan for testing and tracking all primary assemblies for the prevention of backflow which are intended to protect the public water system upstream from a service connection. The plan must provide for the annual testing of those assemblies and for the retention of records from that testing.

(4) A list of the particular assemblies for the prevention of backflow which may be used in the public water system or on service connections to the public water system.

(5) A list of the measures the supplier of water will take to enforce the program if any customers of the system fail to comply with the program.

(c) Ensure compliance with NAC 445A.67185 to 445A.67255, inclusive.

(d) Except as otherwise provided in NAC 445A.67185 to 445A.67255, inclusive, comply with the provisions of:

(1) The *Uniform Plumbing Code*;

(2) *Recommended Practice for Backflow Prevention and Cross-Connection Control*; and

(3) The *Manual of Cross-Connection Control*.

↪ If there is any conflict between any of the provisions described in this paragraph, the most stringent of those provisions prevails.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.6719 Cross-connections and backflow: Assemblies for prevention of backflow. (NRS 445A.860)**

1. Each service connection must have an assembly for the prevention of backflow, of a type that is commensurate with the degree of hazard that exists on the property of the customer of a public water system. Except as otherwise provided in NAC 445A.67185 to 445A.67255, inclusive, the assembly may consist of any one of the following, as listed in the order of least to most protection:

(a) A double check valve assembly.

(b) A reduced pressure principle assembly.

(c) An air gap.

2. A reduced pressure principle assembly may be substituted for a double check valve assembly, and an air gap may be substituted for a reduced pressure principle assembly.

3. With the approval of the supplier of water:

(a) A double check detector check assembly may be substituted for a double check valve assembly; and

(b) A reduced pressure detector assembly may be substituted for a reduced pressure principle assembly.

4. A double check valve assembly or double check detector check assembly may be used only for protection against pollution.

5. A reduced pressure principle assembly or reduced pressure detector assembly may be used for protection against pollution or contamination, but a reduced pressure principle assembly must not be used for protection against sewage or reclaimed wastewater.

6. An assembly for the prevention of backflow must not be composed solely of a single check valve.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67195 Cross-connections and backflow: Minimum types of protection for particular service connections.** (NRS 445A.860) Except as otherwise provided in NAC 445A.67185 to 445A.67255, inclusive, or authorized by the health authority, the minimum type of protection from cross-connection required for a service connection to:

1. A public building or any building:

(a) That contains a hotel, motel, casino, condominium or town house, or any apartments;

(b) Used for commercial purposes where a specific business activity has not been identified; or

(c) In which one or more sewage pumps or sewage ejectors have been installed,

↪ consists of a reduced pressure principle assembly.

2. A building that:

(a) Has multiple stories and booster pumps or elevated tanks to distribute potable water; or

(b) Exceeds 40 feet in height, as measured from the service connection to the highest water outlet,

↪ consists of a double check valve assembly.

3. A class 1, class 2 or class 3 fire sprinkler system consists of a double check valve assembly.

4. A class 4, class 5 or class 6 fire sprinkler system consists of a reduced pressure principle assembly.

5. A hydronic heating system that contains any chemical additives consists of a reduced pressure principle assembly.

6. A baptismal font of a church consists of a reduced pressure principle assembly.

7. A facility for bottling beverages consists of a reduced pressure principle assembly.

8. A brewery consists of a reduced pressure principle assembly.

9. A cannery, facility for the processing of food, packing house or rendering facility consists of a reduced pressure principle assembly.

10. A facility for cold storage consists of a reduced pressure principle assembly.

11. A dairy processing facility consists of a reduced pressure principle assembly.

12. A restaurant or other facility in which food is served consists of a reduced pressure principle assembly.

13. A dental clinic consists of a reduced pressure principle assembly.

14. A hospital, medical building or clinic consists of a reduced pressure principle assembly.

15. A convalescent home or nursing home consists of a reduced pressure principle assembly.

16. A sanitarium consists of a reduced pressure principle assembly.

17. A morgue, mortuary or facility for conducting autopsies consists of a reduced pressure principle assembly.

18. A laboratory, including, without limitation, a laboratory of a teaching institution or another biological or analytical facility, consists of a reduced pressure principle assembly.

19. A facility of a school, college or university consists of a reduced pressure principle assembly.

20. A facility for the production of motion pictures consists of a reduced pressure principle assembly.

21. A facility for the publishing or printing of a newspaper consists of a reduced pressure principle assembly.

22. A veterinary clinic, pet shop or facility for grooming pets consists of a reduced pressure principle assembly.

23. A laundry or dry cleaning facility consists of a reduced pressure principle assembly.

24. A dyeing facility consists of a reduced pressure principle assembly.

25. A facility for mechanical, chemical or electrochemical plating consists of a reduced pressure principle assembly.

26. Any portable spraying or cleaning equipment consists of an air gap.

27. A pool or spa consists of a reduced pressure principle assembly.

28. A park for mobile homes or recreational vehicles consists of a reduced pressure principle assembly.

29. A facility located on a waterfront, including, without limitation, a fishery, fish hatchery, dock or marina, consists of a reduced pressure principle assembly.

30. A facility for the production of power consists of a reduced pressure principle assembly.

31. A facility for the production, storage or transmission of oil or gas consists of a reduced pressure principle assembly.

32. A facility that handles, processes or stores radioactive materials or substances consists of a reduced pressure principle assembly.

33. A facility for processing sand or gravel consists of a reduced pressure principle assembly.

34. A system for storm drainage, the collection of sewage or the distribution of reclaimed wastewater consists of an air gap.

35. A facility in which:

(a) Water is used to manufacture, store, compound or process chemicals for industrial purposes;

(b) Chemicals are added to water used in the compounding or processing of products;

(c) Chemicals are added to the supply of water; or

(d) The supply of water is used for the transmission or distribution of chemicals,

↪ consists of a reduced pressure principle assembly.

36. A facility for the manufacture of aircraft or missiles consists of a reduced pressure principle assembly.

37. A facility for the manufacture, repair or washing of motor vehicles consists of a reduced pressure principle assembly.

38. A facility for the manufacturing or processing of film consists of a reduced pressure principle assembly.

39. A facility for the manufacturing of ice consists of a reduced pressure principle assembly.

40. A facility for the manufacturing, processing or cleaning of metal consists of a reduced pressure principle assembly.

41. A facility for the manufacturing of natural or synthetic rubber consists of a reduced pressure principle assembly.

42. A facility for the manufacturing of paper or paper products consists of a reduced pressure principle assembly.

43. Any other facility for manufacturing, processing or fabricating consists of a reduced pressure principle assembly.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67205 Cross-connections and backflow: Minimum types of protection for service connection to auxiliary supply of water or irrigation system. (NRS 445A.860)** Except as otherwise provided in NAC 445A.67185 to 445A.67255, inclusive, the minimum type of protection required for a service connection to:

1. An auxiliary supply of water must consist of a double check valve assembly or reduced pressure principle assembly, as determined by the supplier of water and approved by the health authority.

2. An irrigation system, including a system for irrigating median strips, must consist of:

(a) A pressure vacuum breaker or double check valve assembly, as determined by the supplier of water and approved by the health authority; or

(b) Except as otherwise authorized by the health authority, if facilities have been installed for pumping, injecting or applying fertilizers, pesticides or other hazardous systems, a reduced pressure principle assembly.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.6721 Cross-connections and backflow: Minimum types of protection for other service connections; resolution of conflicting requirements; imposition of more stringent requirements. (NRS 445A.860)**

1. The health authority shall determine, on a case-by-case basis, the minimum type of protection from cross-connection required for any type of service connection which is not specified in NAC 445A.67185 to 445A.67255, inclusive.

2. If there is any conflict between any of the provisions of NAC 445A.67185 to 445A.67255, inclusive, regarding the type of protection from cross-connection required for a particular type of service connection, the most stringent of those provisions prevails.

3. The health authority or supplier of water may impose requirements regarding the installation and use of assemblies for the prevention of backflow which are more stringent than the provisions of NAC 445A.67185 to 445A.67255, inclusive.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67215 Cross-connections and backflow: Service connection to fire sprinkler system. (NRS 445A.860)**

1. A supplier of water shall ensure that:

(a) An appropriate assembly for the prevention of backflow is installed at each service connection between the public water system and a fire sprinkler system; and

(b) The assembly is:

(1) Tested upon installation; and

(2) Maintained and tested, and the results of those tests logged, annually.

➔ The testing required by this subsection must be conducted by a certified backflow prevention assembly tester.

2. An assembly for the prevention of backflow installed on a service connection between a public water system and a fire sprinkler system must:

(a) Be of such a type and installed in such a manner that the assembly:

(1) Protects the public water system; and

(2) Does not interfere with the capability of the fire sprinkler system, as engineered, to protect the safety of persons in the public or private facility in which the fire sprinkler system is located; and

(b) Prevent any pollution or contamination of drinking water, by any nonpotable water contained in the fire sprinkler system, which may be caused by any backpressure or backsiphonage that may occur during normal or abnormal operation of the fire sprinkler system or the public water system.

3. The supplier of water shall determine the type of assembly required on a particular service connection between the public water system and a fire sprinkler system based upon the degree of risk posed by the fire sprinkler system to the supply of potable water, considering the chemical and biological contents of the fire sprinkler system, the materials used to construct the fire sprinkler system and the possibility that backflow will occur.

4. Any reduced pressure principle assembly or reduced pressure detector assembly used on a service connection between a public water system and a fire sprinkler system must not have any holes drilled in the check valve clappers.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.6722 Cross-connections and backflow: Design of fire sprinkler system. (NRS 445A.860)**

The designer of a fire sprinkler system shall ensure that, based upon the placement of any reduced pressure principle assembly or reduced pressure detector assembly:

1. An antifreeze loop or the total line of the fire sprinkler system is able to accommodate the thermal expansion of any antifreeze; or
2. If necessary, an expansion tank is provided to accommodate the thermal expansion of any antifreeze.  
(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67225 Cross-connections and backflow: Conditions to provision of service to certain fire sprinkler systems. (NRS 445A.860)** If any backflow involving a fire sprinkler system threatens a public water system, the supplier of water shall require, as a condition to the provision of service to the fire sprinkler system:

1. The installation of an assembly for the prevention of backflow in accordance with the requirements of NAC 445A.67215.
2. An analysis to determine how the assembly will affect the pressure and rate of flow of water available to the fire sprinkler system.
3. The modification of the fire sprinkler system, and the riser and water service lateral for the fire sprinkler system, in such a manner as necessary to ensure adequate fire flow.  
(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.6723 Cross-connections and backflow: Installation of air gap. (NRS 445A.860)** Except as otherwise authorized by the health authority, if an air gap is installed on a service connection:

1. The air gap must be located as closely as practicable to the service connection, on the opposite side of the service connection from the public water system.
2. All piping from the service connection to the receiving tank must be above grade and visible.
3. There must be no type of outlet, tee, tap, take-off or connection to or from the service line between the service connection and the air gap.
4. Expansion tanks or pressure relief valves must be provided as appropriate for the potential threat of water hammer and thermal expansion.  
(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67235 Cross-connections and backflow: Installation of reduced pressure principle assembly. (NRS 445A.860)** Except as otherwise authorized by the health authority, if a reduced pressure principle assembly is installed on a service connection:

1. The reduced pressure principle assembly must be installed:
  - (a) In a horizontal and level position, except that the reduced pressure principle assembly may be installed in a vertical position if the assembly has been:
    - (1) Specifically designed for operation in that position; and
    - (2) Tested and certified to be suitable for operation in that position by an approved backflow testing laboratory.
  - (b) As closely as practicable to the service connection, on the opposite side of the service connection from the public water system.
  - (c) Above ground and, to the extent possible, not less than 12 inches nor more than 36 inches above the finished grade, as measured from the bottom of the assembly.
  - (d) At a site with adequate drainage, or with drain piping, for any fluid that is discharged when the assembly is activated.
  - (e) In such a manner that no part of the assembly will be submerged during normal conditions of operation and weather.
  - (f) In such a manner as to be readily accessible for maintenance and testing.

2. The reduced pressure principle assembly must not be installed below grade, in any subsurface vault, or in any vault, chamber or pit where there is any potential that the relief valve could become submerged.

3. The reduced pressure principle assembly must have a free-flowing drain with an air gap.

4. There must be no type of outlet, tee, tap, take-off or connection to or from the service line between the service connection and the reduced pressure principle assembly.

5. Expansion tanks or pressure relief valves must be provided as appropriate for the potential threat of water hammer and thermal expansion.

6. The reduced pressure principle assembly may be installed indoors if the installation complies with subsections 1 to 5, inclusive, and has a clearance of:

(a) At least 12 inches on top;

(b) At least 24 inches on the side with test cocks; and

(c) At least 12 inches on the other sides.

(Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.6724 Cross-connections and backflow: Installation of double check valve assembly. (NRS 445A.860)** Except as otherwise authorized by the health authority, if a double check valve assembly is installed on a service connection:

1. The double check valve assembly must be installed:

(a) In a horizontal and level position, except that the double check valve assembly may be installed in a vertical position if the assembly has been:

(1) Specifically designed for operation in that position; and

(2) Tested and certified to be suitable for operation in that position by an approved backflow testing laboratory.

(b) As closely as practicable to the service connection, on the opposite side of the service connection from the public water system.

(c) Above ground and, to the extent possible, not less than 12 inches nor more than 36 inches above the finished grade, as measured from the bottom of the assembly.

(d) In such a manner as to be readily accessible for maintenance and testing.

2. There must be no type of outlet, tee, tap, take-off or connection to or from the service line between the service connection and the double check valve assembly.

3. Expansion tanks or pressure relief valves must be provided as appropriate for the potential threat of water hammer and thermal expansion.

4. The double check valve assembly may, if above-grade installation is impracticable and the health authority approves of the installation, be installed in a below-grade vault in such a manner that:

(a) The top of the double check valve assembly is not more than 8 inches below grade.

(b) There is:

(1) At least 12 inches of clearance between the bottom of the vault and the bottom of the double check valve assembly;

(2) At least 24 inches of clearance between the side of the vault and the side of the double check valve assembly with test cocks; and

(3) At least 12 inches of clearance between the side of the vault and the other sides of the double check valve assembly.

(c) To the extent warranted by climatic conditions, the double check valve assembly is protected from freezing.

(d) The vault has adequate drainage to prevent the accumulation of water, which drains to daylight, to free-draining soil or to a sufficient amount of gravel placed under the vault to provide for free drainage and prevent the accumulation of water under the vault. A vault that does not have an integrated bottom must be placed on a layer of gravel which is not less than 3 inches deep.

- (e) The vault is protected from vandalism.
  - (f) The vault is not located in an area subject to vehicular traffic.
  - 5. The double check valve assembly may be installed indoors if:
    - (a) The installation complies with subsections 1 to 4, inclusive; and
    - (b) The double check valve assembly has a clearance of:
      - (1) At least 12 inches on top;
      - (2) At least 24 inches on the side with test cocks; and
      - (3) At least 12 inches on the other sides.
- (Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67245 Cross-connections and backflow: Duties of certified backflow prevention assembly tester. (NRS 445A.860)** A certified backflow prevention assembly tester shall:

1. Perform his field testing of assemblies for the prevention of backflow in accordance with the provisions of the *Manual of Cross-Connection Control*.
  2. Use, for the testing of reduced pressure principle assemblies, double check valve assemblies and pressure vacuum breakers, a differential pressure gauge that has:
    - (a) A differential range of at least zero to 15 psi; and
    - (b) Graduations of not more than 0.2 psi.
  3. Ensure that his testing equipment:
    - (a) Is calibrated to the manufacturers' specifications not less than annually; and
    - (b) Has all necessary hoses and fittings.
- (Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.6725 Cross-connections and backflow: Use of vacuum breakers. (NRS 445A.860)**

1. An atmospheric vacuum breaker or pressure vacuum breaker may be used only for protection against pollution or contamination under conditions of backsiphonage.
  2. If an atmospheric vacuum breaker is used:
    - (a) The vacuum breaker must be installed not less than 6 vertical inches above the highest point of the downstream piping.
    - (b) Any associated shutoff valve must be installed upstream from the vacuum breaker.
    - (c) The vacuum breaker must not be subjected to operating pressure for more than 12 hours in any 24-hour period.
    - (d) Flow from the protected fixture must be to the atmosphere.
  3. If a pressure vacuum breaker is used, the vacuum breaker:
    - (a) Must be installed:
      - (1) Upstream from the terminal shutoff valve; and
      - (2) Not less than 12 vertical inches above the highest point of the downstream outlet, valve or piping.
    - (b) Must not be installed at a location where backpressure will occur.
- (Added to NAC by Bd. of Health, eff. 2-20-97)

**NAC 445A.67255 Cross-connections and backflow: Restrictions on use of certain valves and piping assemblies. (NRS 445A.860)**

1. A stop and waste valve must not be used on a service line.
2. If a valve or piping assembly, including a frost-free riser, has an opening that is subject to flooding, the valve or piping assembly must not be used on a service line unless:
  - (a) The valve or piping assembly is adequately protected by an assembly for the prevention of backflow; and

(b) If the piping assembly is a frost-free riser, the riser is equipped with appropriate valves and a connection for the introduction of compressed air, pursuant to which water may be purged and the system prepared for winter.

(Added to NAC by Bd. of Health, eff. 2-20-97)