



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

The Elko City Council will meet in special session on Tuesday, December 18, 2018

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

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

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

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

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

**ELKO CITY HALL**

1751 College Avenue, Elko, NV 89801

Date/Time Posted: December 13, 2018 at 8:30 a.m.

**ELKO COUNTY COURTHOUSE**

571 Idaho Street, Elko, NV 89801

Date/Time Posted: December 13, 2018 at 8:40 a.m.

**ELKO POLICE DEPARTMENT**

1448 Silver, Elko NV 89801

Date/Time Posted: December 13, 2018 at 8:50 a.m.

**ELKO COUNTY LIBRARY**

720 Court Street, Elko, NV 89801

Date/Time Posted: December 13, 2018 at 9:00 a.m.

Posted by: Kim Wilkinson

Name

Administrative Assistant

Title

Kim Wilkinson  
Signature

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 at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

Dated this 13<sup>th</sup> day of December, 2018

**NOTICE TO PERSONS WITH DISABILITIES**

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

Curtis Calder  
Curtis Calder, City Manager

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**SPECIAL MEETING**  
**4:00 P.M., P.S.T., TUESDAY, DECEMBER 18, 2018**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**I. APPROPRIATIONS**

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print 'N Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible issuance of final acceptance for the WRF Emergency Diesel Generator (Equipment), and matters related thereto. **FOR POSSIBLE ACTION**

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

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

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

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

## **II. UNFINISHED BUSINESS**

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

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

## **III. NEW BUSINESS**

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

Mr. Fitzgerald is the owner of a parcel of land and wishes to develop. In order to do so, Mr. Fitzgerald needs to install sewer service. Currently there is not a viable means of discharging sewer from the site. In order to do so, a sewer main would need to be installed under I-80 or a sewer lift station would need to be installed.

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

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

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

#### IV. RESOLUTIONS AND ORDINANCES

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

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

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

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

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

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

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

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

## **VI. 5:30 P.M. PUBLIC HEARINGS**

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

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

- B. Review, consideration, and possible action to adopt Resolution No. 30-18, a resolution of the Elko City Council adopting a change in zoning district boundaries from C- General Commercial and GI- General Industrial to R-Single Family and Multiple Family Residential approximately .287 acres of property located generally north of the intersection of 9<sup>th</sup> Street and River Street, filed by Donald Carlson and Valvet Carlson, and processed as Rezone No. 7-18, and matters related thereto. **FOR POSSIBLE ACTION**

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

## **VII. REPORTS**

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

## COMMENTS BY THE GENERAL PUBLIC

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

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

## ADJOURNMENT

Respectfully Submitted,



Curtis Calder  
City Manager

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible issuance of final acceptance for the WRF Emergency Diesel Generator (Equipment), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018 Special Session**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **7 Minutes**
5. Background Information: **Smith Power Products Inc. (Smith) was awarded this bid with a scheduled delivery date of July 2, 2018. The generator arrived on site September 24, 2018.**

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

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

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

6. Budget Information:

Appropriation Required: **\$291,750. (minus 24,200. for additional concrete and minus \$29,175. in LD's)**  
Budget amount available: **\$500,000.00**  
Fund name: **WRF**

7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from Smith Power Products, Inc. and final invoice**

Action Item I.D.

9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Aaron Wahlquist, Branch Manager**  
[awahlquist@smithppi.com](mailto:awahlquist@smithppi.com)

Agenda Item

9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Aaron Wahlquist, Branch Manager**  
[awahlquist@smithlppi.com](mailto:awahlquist@smithlppi.com)

**SOLD BY:**

SMITH POWER PRODUCTS INC  
3065 West California Ave.  
P.O. Box 27527  
Salt Lake City, UT 84127

**DATE:**

11/23/2018

Page

1

Phone 801-415-5000 Fax 801-415-5700

CITY OF ELKO  
1751 COLLEGE  
ELKO, NV 89801

**INVOICE**

3065130

CUSTOMER 013465 0000  
CUST ORDER .  
SST GOVERNMENT

SHIP TO ELKO WATER RECLAMATION FACILITY  
013465 1600 SEWER TREATMENT  
0000 PLANT ROAD  
ELKO, NV 89801

UNIT	SERIAL	MODEL	CUST ORDER #	AMOUNT
000000025423	95020500622	MTU 18V2000 DS1250	.	291,750.00

ELKO WATER RECLAMATION FACILITY

MTU 18V2000 DS1250KW GENERATOR

PLEASE PAY FROM THIS INVOICE.

PLEASE NOTE: 95% OF THE SALES TOTAL IS CURRENTLY DUE.  
AT THE TIME OF STARTUP/COMPLETION OF SUBMITTALS THE REMAINING 5% IS DUE.

THANK YOU FOR YOUR BUSINESS!

12/18/2018 291750.00

AGENT DAN DURHAM

SIGNATURE \_\_\_\_\_

TERMS

NET 30

2% PER MONTH (24% PER ANNUM)

INTEREST CHARGED ON OVERDUE ACCOUNTS

SUB TOTAL

291,750.00

NV STATE

ELKO CO

TOTAL USD

291,750.00

## Ryan Limberg

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**From:** Aaron Wahlquist <awahlquist@smithppi.com>  
**Sent:** Wednesday, November 28 2018 4:58 PM  
**To:** Ryan Limberg; Justin Williams  
**Subject:** FW: Generator Transfer

Good afternoon Ryan,

After talking it over within our company we do accept moving forward with the full amount of the second agreement (concrete addition @ \$24,200.00) and close out of liquidated damages at the agreed 10% (\$29,175.00). If the city approves, we would accept these terms through payment of the final invoice amount minus the charges. If it helps we could re-write the invoice to include the reductions. The final invoicing should look something like \$291,750.00 - \$53,375.00 to a total of \$238,375.00. We appreciate the help of the city group and contractors in keeping the progress rolling through the project, and look forward to future projects with Elko City.

### **SMITH** POWER PRODUCTS, INC.

Aaron Wahlquist – Branch Manager Elko, NV

Direct: 775-748-2602 Fax: 775-738-3689

[www.smithpowerproducts.com](http://www.smithpowerproducts.com)

**Elko City Council  
Agenda Action Sheet**

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

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



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](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 Special Meeting of September 6, 2018

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

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

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

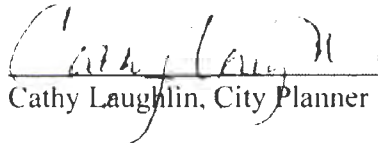
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to conditionally approve Final Plat No. 11-18 subject to the conditions in the City of Elko Staff Report dated August 23, 2018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

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


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

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

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

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk



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

## **CITY OF ELKO STAFF REPORT**

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

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



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBERS:** 001-633-030

**PARCEL SIZE:** 9.650 acres Phase 3, final phase of the subdivision

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

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

**EXISTING LAND USE:** Vacant

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

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

### **PROPERTY CHARACTERISTICS:**

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

### **MASTER PLAN, COORDINATING PLANS, and CITY CODE SECTIONS:**

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

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

## **BACKGROUND INFORMATION**

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

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

#### **MASTER PLAN:**

##### **Land Use**

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

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

##### **Transportation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 3-3-40-RESPONSIBILITY FOR IMPROVEMENTS**

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

#### **SECTION 3-3-41-ENGINEERING PLANS**

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

#### **SECTION 3-3-42-CONSTRUCTION AND INSPECTION**

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

#### **SECTION 3-3-43-REQUIRED IMPROVEMENTS**

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

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

### **SECTION 3-3-44-AGREEMENT TO INSTALL IMPROVEMENTS**

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

### **SECTION 3-3-45-PERFORMANCE GUARANTEE**

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

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

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

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

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

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

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

### **FINDINGS**

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

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

### **RECOMMENDATION**

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

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

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

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

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

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

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

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

SAW

Initial

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

CC

Initial



## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR FINAL PLAT APPROVAL

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

#### **FILING REQUIREMENTS:**

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

Robert E. Morley, P.L.S.

(Please print or type)

**Mailing Address**

640 Idaho Street

Street Address or P.O. Box

Elko, Nevada 89801

City, State, Zip Code

Phone Number:

775-738-4053

Email address:

remorley@frontiernet.net

**SIGNATURE:**

*Robert E. Morley*

**FOR OFFICE USE ONLY**

**File No.:**

11-18

**Date Filed:**

8/15/18

**Fee Paid:**

\$1700 CR# 1504

38 Lots x 25 = 950  
\$750 =  
\$1700

RECEIVED

AUG 15 2018

Phase 3.txt

Parcel name: Lot 44

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

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

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

Parcel name: Lot 45

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

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

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

Phase 3.txt

Precision 1: 320,000,000.00

Parcel name: Lot 46

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

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

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

Parcel name: Lot 47

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

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

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

Phase 3.txt

Parcel name: Lot 48

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Parcel name: Lot 49

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Parcel name: Lot 50

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

Phase 3.txt

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

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

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

Parcel name: Lot 51

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

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

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

Phase 3.txt

Parcel name: Lot 52

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

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

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

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Parcel name: Lot 53

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

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

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

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Phase 3.txt

Parcel name: Lot 54

North:	28473069.3312	East :	612868.4368
Curve Length:	63.52	Radius:	825.00
Delta:	4-24-42	Tangent:	31.78
Chord:	63.51	Course:	N 26-32-30 W
Course In:	S 65-39-51 W	Course Out:	N 61-15-09 E
RP North:	28472729.3617	East :	612116.7416
End North:	28473126.1459	East :	612840.0585
Line Course:	N 63-48-49 E	Length:	103.71
North:	28473171.9123	East :	612933.1240
Line Course:	S 33-34-46 E	Length:	76.31
North:	28473108.3370	East :	612975.3305
Line Course:	S 68-46-47 W	Length:	108.63
North:	28473069.0179	East :	612874.0661
Line Course:	S 65-39-51 W	Length:	5.00
North:	28473066.9574	East :	612869.5104
Line Course:	N 24-20-09 W	Length:	2.61
North:	28473069.3355	East :	612868.4349

Perimeter: 359.77 Area: 7,621 S.F. 0.175 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0047 Course: N 24-54-01 W  
Error North: 0.00429 East : -0.00199  
Precision 1: 76,548.94

-----  
Parcel name: Lot 55

North:	28473126.1460	East :	612840.0584
Curve Length:	58.26	Radius:	825.00
Delta:	4-02-46	Tangent:	29.14
Chord:	58.25	Course:	N 30-46-14 W
Course In:	S 61-15-09 W	Course Out:	N 57-12-23 E
RP North:	28472729.3618	East :	612116.7416
End North:	28473176.1938	East :	612810.2588
Line Course:	N 57-29-16 E	Length:	100.01
North:	28473229.9471	East :	612894.5949
Line Course:	S 33-34-46 E	Length:	69.66
North:	28473171.9120	East :	612933.1234
Line Course:	S 63-48-49 W	Length:	103.71
North:	28473126.1455	East :	612840.0578

Perimeter: 331.63 Area: 6,473 S.F. 0.149 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0008 Course: S 50-47-13 W  
Error North: -0.00049 East : -0.00060  
Precision 1: 414,550.00

Phase 3.txt

Parcel name: Lot 56

North: 28473176.1939 East : 612810.2587  
Curve Length: 70.23 Radius: 825.00  
Delta: 4-52-39 Tangent: 35.14  
Chord: 70.21 Course: N 35-13-56 W  
Course In: S 57-12-23 W Course Out: N 52-19-44 E  
RP North: 28472729.3620 East : 612116.7414  
End North: 28473233.5426 East : 612769.7552  
Curve Length: 22.40 Radius: 15.00  
Delta: 85-33-39 Tangent: 13.88  
Chord: 20.38 Course: N 05-06-33 E  
Course In: N 52-19-44 E Course Out: N 42-06-37 W  
RP North: 28473242.7095 East : 612781.6281  
End North: 28473253.8373 East : 612771.5697  
Line Course: N 47-53-23 E Length: 75.24  
North: 28473304.2903 East : 612827.3869  
Line Course: S 42-06-44 E Length: 100.22  
North: 28473229.9438 East : 612894.5930  
Line Course: S 57-29-16 W Length: 100.01  
North: 28473176.1904 East : 612810.2569  
Line Course: N 90-00-00 W Length: 0.00  
North: 28473176.1904 East : 612810.2569

Perimeter: 368.09 Area: 8,568 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0039 Course: S 28-20-56 W  
Error North: -0.00347 East : -0.00187  
Precision 1: 94,384.62

Parcel name: Lot 57

North: 28473304.2895 East : 612827.3875  
Line Course: N 47-53-23 E Length: 60.35  
North: 28473344.7578 East : 612872.1584  
Curve Length: 21.47 Radius: 15.00  
Delta: 82-00-04 Tangent: 13.04  
Chord: 19.68 Course: N 88-53-25 E  
Course In: S 42-06-37 E Course Out: N 39-53-27 E  
RP North: 28473333.6300 East : 612882.2168  
End North: 28473345.1390 East : 612891.8367  
Line Course: S 50-06-33 E Length: 84.57  
North: 28473290.9020 East : 612956.7246  
Curve Length: 17.45 Radius: 20.00  
Delta: 49-59-41 Tangent: 9.33

Phase 3.txt

Chord: 16.90 Course: S 25-06-43 E  
 Course In: S 39-53-27 W Course Out: N 89-53-08 E  
 RP North: 28473275.5566 East : 612943.8980  
 End North: 28473275.5965 East : 612963.8980  
 Line Course: S 56-37-37 W Length: 82.99  
 North: 28473229.9447 East : 612894.5925  
 Line Course: N 42-06-44 W Length: 100.22  
 North: 28473304.2912 East : 612827.3865  
 Line Course: N 90-00-00 W Length: 0.00  
 North: 28473304.2912 East : 612827.3865

Perimeter: 367.04 Area: 8,586 S.F. 0.197 ACRES

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

Error Closure: 0.0020 Course: N 29-41-16 W  
 Error North: 0.00171 East : -0.00098  
 Precision 1: 183,525.00

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 Parcel name: Lot 58

North: 28473275.5971 East : 612963.8968  
 Curve Length: 81.11 Radius: 50.00  
 Delta: 92-56-48 Tangent: 52.64  
 Chord: 72.51 Course: S 46-35-16 E  
 Course In: N 89-53-08 E Course Out: S 03-03-40 E  
 RP North: 28473275.6970 East : 613013.8967  
 End North: 28473225.7683 East : 613016.5668  
 Line Course: S 03-03-40 E Length: 99.50  
 North: 28473126.4103 East : 613021.8802  
 Line Course: S 68-46-47 W Length: 49.94  
 North: 28473108.3343 East : 612975.3263  
 Line Course: N 33-34-46 W Length: 76.31  
 North: 28473171.9097 East : 612933.1198  
 Line Course: N 33-34-46 W Length: 69.66  
 North: 28473229.9448 East : 612894.5914  
 Line Course: N 56-37-37 E Length: 82.99  
 North: 28473275.5966 East : 612963.8969  
 Line Course: S 90-00-00 E Length: 0.00  
 North: 28473275.5966 East : 612963.8969

Perimeter: 459.51 Area: 11,758 S.F. 0.270 ACRES

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

Error Closure: 0.0005 Course: S 06-41-40 E  
 Error North: -0.00053 East : 0.00006  
 Precision 1: 919,020.00

Phase 3.txt

Parcel name: Lot 59

Curve North: 28473225.7683 East : 613016.5668  
 Length: 62.48 Radius: 50.00  
 Delta: 71-36-03 Tangent: 36.06  
 Chord: 58.50 Course: N 51-08-19 E  
 Course In: N 03-03-40 W Course Out: S 74-39-43 E  
 RP North: 28473275.6970 East : 613013.8968  
 End North: 28473262.4713 East : 613062.1159  
 Line Course: S 74-39-43 E Length: 262.30  
 North: 28473193.0894 East : 613315.0733  
 Line Course: S 80-27-31 W Length: 217.18  
 North: 28473157.0896 East : 613100.8977  
 Line Course: S 68-46-47 W Length: 84.76  
 North: 28473126.4104 East : 613021.8848  
 Line Course: N 03-03-40 W Length: 99.50  
 North: 28473225.7684 East : 613016.5714

Perimeter: 726.22 Area: 18,725 S.F. 0.430 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0046 Course: N 89-24-51 E  
 Error North: 0.00005 East : 0.00455  
 Precision 1: 157,873.91

Parcel name: Lot 60

Curve North: 28473316.4906 East : 613042.8083  
 Length: 61.10 Radius: 50.00  
 Delta: 70-00-42 Tangent: 35.02  
 Chord: 57.37 Course: S 19-40-04 E  
 Course In: S 35-19-35 W Course Out: S 74-39-43 E  
 RP North: 28473275.6970 East : 613013.8967  
 End North: 28473262.4714 East : 613062.1157  
 Line Course: S 74-39-43 E Length: 262.30  
 North: 28473193.0894 East : 613315.0731  
 Line Course: N 46-55-41 W Length: 204.73  
 North: 28473332.9029 East : 613165.5185  
 Line Course: N 54-33-09 W Length: 90.62  
 North: 28473385.4585 East : 613091.6952  
 Line Course: S 35-19-35 W Length: 84.54  
 North: 28473316.4848 East : 613042.8113

Perimeter: 703.28 Area: 19,445 S.F. 0.446 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0066 Course: S 27-18-00 E  
 Error North: -0.00584 East : 0.00301  
 Precision 1: 106,559.09

Phase 3.txt

Parcel name: Lot 61

North: 28473329.2660 East : 612988.7897  
Line Course: N 50-06-33 W Length: 34.90  
North: 28473351.6483 East : 612962.0121  
Line Course: N 37-00-20 E Length: 102.79  
North: 28473433.7340 East : 613023.8806  
Line Course: S 54-33-09 E Length: 83.24  
North: 28473385.4584 East : 613091.6918  
Line Course: S 35-19-35 W Length: 84.54  
North: 28473316.4847 East : 613042.8080  
Curve Length: 39.65 Radius: 50.00  
Delta: 45-25-49 Tangent: 20.93  
Chord: 38.61 Course: N 77-23-20 W  
Course In: S 35-19-35 W Course Out: N 10-06-14 W  
RP North: 28473275.6911 East : 613013.8963  
End North: 28473324.9157 East : 613005.1246  
Curve Length: 17.45 Radius: 20.00  
Delta: 49-59-41 Tangent: 9.33  
Chord: 16.90 Course: N 75-06-24 W  
Course In: N 10-06-14 W Course Out: S 39-53-27 W  
RP North: 28473344.6055 East : 613001.6159  
End North: 28473329.2601 East : 612988.7894

Perimeter: 362.57 Area: 8,289 S.F. 0.190 ACRES

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

Error Closure: 0.0059 Course: S 02-53-31 W  
Error North: -0.00584 East : -0.00030  
Precision 1: 61,452.54

Parcel name: Lot 62

North: 28473407.8278 East : 612910.4311  
Line Course: N 37-00-20 E Length: 86.93  
North: 28473477.2481 East : 612962.7536  
Line Course: S 54-33-09 E Length: 75.03  
North: 28473433.7339 East : 613023.8766  
Line Course: S 37-00-20 W Length: 102.79  
North: 28473351.6482 East : 612962.0081  
Line Course: N 50-06-33 W Length: 35.20  
North: 28473374.2229 East : 612935.0002  
Curve Length: 10.93 Radius: 20.00  
Delta: 31-18-01 Tangent: 5.60  
Chord: 10.79 Course: N 34-27-33 W  
Course In: N 39-53-27 E Course Out: S 71-11-28 W  
RP North: 28473389.5683 East : 612947.8268

Phase 3.txt  
End North: 28473383.1200 East : 612928.8948  
Curve Length: 31.36 Radius: 50.00  
Delta: 35-56-09 Tangent: 16.22  
Chord: 30.85 Course: N 36-46-36 W  
Course In: S 71-11-28 W Course Out: N 35-15-19 E  
RP North: 28473366.9994 East : 612881.5648  
End North: 28473407.8288 East : 612910.4259  
Line Course: N 08-52-50 E Length: 0.00  
North: 28473407.8288 East : 612910.4259

Perimeter: 342.23 Area: 7,239 S.F. 0.166 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0053 Course: N 79-03-06 W  
Error North: 0.00101 East : -0.00524  
Precision 1: 64,573.58

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Parcel name: Lot 63

North: 28473414.6415 East : 612866.4001  
Line Course: N 07-35-56 W Length: 146.26  
North: 28473559.6171 East : 612847.0591  
Line Course: S 54-33-09 E Length: 142.02  
North: 28473477.2516 East : 612962.7553  
Line Course: S 37-00-20 W Length: 86.93  
North: 28473407.8313 East : 612910.4328  
Curve Length: 46.18 Radius: 50.00  
Delta: 52-55-02 Tangent: 24.88  
Chord: 44.56 Course: N 81-12-12 W  
Course In: S 35-15-19 W Course Out: N 17-39-43 W  
RP North: 28473367.0019 East : 612881.5718  
End North: 28473414.6450 East : 612866.4018

Perimeter: 421.39 Area: 9,139 S.F. 0.210 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0039 Course: N 25-04-50 E  
Error North: 0.00353 East : 0.00165  
Precision 1: 108,048.72

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Parcel name: Lot 64

North: 28473458.0698 East : 612756.4434  
Line Course: N 41-44-40 E Length: 136.10  
North: 28473559.6170 East : 612847.0601  
Line Course: S 07-35-56 E Length: 146.26  
North: 28473414.6414 East : 612866.4011

Phase 3.txt

Curve Length: 48.65 Radius: 50.00  
Delta: 55-44-56 Tangent: 26.45  
Chord: 46.75 Course: S 44-27-49 W  
Course In: S 17-39-43 E Course Out: N 73-24-39 W  
RP North: 28473366.9983 East : 612881.5711  
End North: 28473381.2736 East : 612833.6522  
Line Course: N 45-09-12 W Length: 108.90  
North: 28473458.0712 East : 612756.4425  
Line Course: S 08-52-50 E Length: 0.00  
North: 28473458.0712 East : 612756.4425

Perimeter: 439.91 Area: 9,913 S.F. 0.228 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0017 Course: N 32-10-58 W  
Error North: 0.00141 East : -0.00089  
Precision 1: 258,770.59

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Parcel name: Lot 65

North: 28473398.3800 East : 612703.1787  
Line Course: N 41-44-40 E Length: 80.00  
North: 28473458.0697 East : 612756.4435  
Line Course: S 45-09-12 E Length: 108.90  
North: 28473381.2722 East : 612833.6532  
Curve Length: 10.93 Radius: 20.00  
Delta: 31-18-02 Tangent: 5.60  
Chord: 10.79 Course: S 32-14-22 W  
Course In: N 73-24-39 W Course Out: S 42-06-37 E  
RP North: 28473386.9823 East : 612814.4856  
End North: 28473372.1452 East : 612827.8968  
Line Course: S 47-53-23 W Length: 63.83  
North: 28473329.3434 East : 612780.5442  
Line Course: N 48-15-17 W Length: 103.69  
North: 28473398.3823 East : 612703.1798  
Line Course: N 90-00-00 W Length: 0.00  
North: 28473398.3823 East : 612703.1798

Perimeter: 367.34 Area: 8,290 S.F. 0.190 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0025 Course: N 26-06-30 E  
Error North: 0.00228 East : 0.00112  
Precision 1: 146,940.00

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Parcel name: Lot 66

Phase 3.txt

North: 28473398.3800 East : 612703.1787  
 Line Course: S 48-15-17 E Length: 103.69  
     North: 28473329.3411 East : 612780.5431  
 Line Course: S 47-53-23 W Length: 54.90  
     North: 28473292.5274 East : 612739.8152  
 Curve Length: 23.29 Radius: 15.00  
     Delta: 88-58-41 Tangent: 14.73  
     Chord: 21.02 Course: N 87-37-17 W  
     Course In: N 42-06-37 W Course Out: S 46-52-04 W  
     RP North: 28473303.6552 East : 612729.7568  
     End North: 28473293.3999 East : 612718.8102  
 Curve Length: 73.73 Radius: 825.00  
     Delta: 5-07-13 Tangent: 36.89  
     Chord: 73.70 Course: N 45-41-33 W  
     Course In: S 46-52-04 W Course Out: N 41-44-51 E  
     RP North: 28472729.3604 East : 612116.7434  
     End North: 28473344.8817 East : 612666.0689  
 Line Course: N 48-15-09 W Length: 7.93  
     North: 28473350.1619 East : 612660.1524  
 Line Course: N 41-44-40 E Length: 64.62  
     North: 28473398.3763 East : 612703.1770  
 Line Course: S 90-00-00 E Length: 0.00  
     North: 28473398.3763 East : 612703.1770

Perimeter: 328.16 Area: 6,570 S.F. 0.151 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0041 Course: S 24-14-30 W  
 Error North: -0.00371 East : -0.00167  
 Precision 1: 80,039.02

Parcel name: Lot 67

North: 28473350.1625 East : 612660.1514  
 Line Course: N 48-15-09 W Length: 88.68  
     North: 28473409.2100 East : 612593.9885  
 Curve Length: 23.56 Radius: 15.00  
     Delta: 90-00-00 Tangent: 15.00  
     Chord: 21.21 Course: N 03-15-09 W  
     Course In: N 41-44-51 E Course Out: N 48-15-09 W  
     RP North: 28473420.4013 East : 612603.9762  
     End North: 28473430.3890 East : 612592.7849  
 Line Course: N 41-44-51 E Length: 49.62  
     North: 28473467.4099 East : 612625.8244  
 Line Course: S 48-15-17 E Length: 103.67  
     North: 28473398.3843 East : 612703.1738  
 Line Course: S 41-44-40 W Length: 64.62  
     North: 28473350.1699 East : 612660.1492  
 Line Course: N 30-41-59 E Length: 0.00  
     North: 28473350.1699 East : 612660.1492

Phase 3.txt

Perimeter: 330.16 Area: 6,651 S.F. 0.153 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0077 Course: N 16-43-22 W  
Error North: 0.00736 East : -0.00221  
Precision 1: 42,876.62

Parcel name: Lot 68

North: 28473467.4083 East : 612625.8264  
Line Course: S 48-15-17 E Length: 103.67  
North: 28473398.3827 East : 612703.1758  
Line Course: N 41-44-40 E Length: 80.00  
North: 28473458.0724 East : 612756.4406  
Line Course: N 48-15-19 W Length: 80.37  
North: 28473511.5838 East : 612696.4750  
Curve Length: 56.70 Radius: 50.00  
Delta: 64-58-12 Tangent: 31.84  
Chord: 53.71 Course: S 59-15-27 W  
Course In: N 63-13-39 W Course Out: S 01-44-33 W  
RP North: 28473534.1063 East : 612651.8349  
End North: 28473484.1294 East: 612650.3145  
Curve Length: 17.45 Radius: 20.00  
Delta: 49-59-42 Tangent: 9.33  
Chord: 16.90 Course: S 66-44-42 W  
Course In: S 01-44-33 W Course Out: N 48-15-09 W  
RP North: 28473464.1386 East : 612649.7064  
End North: 28473477.4556 East : 612634.7846  
Line Course: S 41-44-51 W Length: 13.46  
North: 28473467.4133 East : 612625.8223  
Line Course: S 90-00-00 E Length: 0.00  
North: 28473467.4133 East : 612625.8223

Perimeter: 351.65 Area: 7,196 S.F. 0.165 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0065 Course: N 38-48-39 W  
Error North: 0.00505 East : -0.00406  
Precision 1: 54,100.00

Parcel name: Lot 69

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

Phase 3.txt

Course In: N 63-13-39 W      Course Out: N 42-56-15 E  
 RP North: 28473534.1020      East : 612651.8395  
 End North: 28473570.7069      East : 612685.8995  
 Line Course: N 42-56-15 E Length: 85.16  
     North: 28473633.0523      East : 612743.9105  
 Line Course: S 54-33-09 E Length: 126.62  
     North: 28473559.6182      East : 612847.0611  
 Line Course: S 41-44-40 W Length: 136.10  
     North: 28473458.0710      East : 612756.4445  
 Line Course: N 48-15-19 W Length: 80.37  
     North: 28473511.5824      East : 612696.4789  
 Line Course: N 03-34-35 W Length: 0.00  
     North: 28473511.5824      East : 612696.4789

Perimeter: 492.68      Area: 15,110 S.F. 0.347 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0029      Course: N 13-24-13 W  
 Error North: 0.00278      East : -0.00066  
 Precision 1: 169,889.66

Parcel name: Lot 70

North: 28473581.5078      East : 612635.9433  
 Line Course: N 48-15-19 W Length: 88.98  
     North: 28473640.7518      East : 612569.5537  
 Line Course: N 46-08-47 E Length: 96.52  
     North: 28473707.6226      East : 612639.1554  
 Line Course: S 54-33-09 E Length: 128.59  
     North: 28473633.0460      East : 612743.9109  
 Line Course: S 42-56-15 W Length: 85.16  
     North: 28473570.7006      East : 612685.8999  
 Curve Length: 53.65      Radius: 50.00  
     Delta: 61-28-29      Tangent: 29.73  
     Chord: 51.11      Course: N 77-48-00 W  
     Course In: S 42-56-15 W      Course Out: N 18-32-14 W  
     RP North: 28473534.0957      East : 612651.8399  
     End North: 28473581.5016      East : 612635.9439  
 Line Course: S 43-37-31 E Length: 0.00  
     North: 28473581.5016      East : 612635.9439

Perimeter: 452.90      Area: 12,635 S.F. 0.290 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0062      Course: S 05-10-00 E  
 Error North: -0.00618      East : 0.00056  
 Precision 1: 73,048.39

Phase 3.txt

Parcel name: Lot 71

North: 28473581.8964 East : 612517.0211  
Line Course: S 48-30-52 E Length: 107.41  
North: 28473510.7447 East : 612597.4844  
Curve Length: 17.45 Radius: 20.00  
Delta: 49-59-41 Tangent: 9.33  
Chord: 16.90 Course: N 16-45-01 E  
Course In: N 48-15-09 W Course Out: N 81-45-10 E  
RP North: 28473524.0617 East : 612582.5626  
End North: 28473526.9306 East : 612602.3558  
Curve Length: 69.56 Radius: 50.00  
Delta: 79-42-36 Tangent: 41.74  
Chord: 64.08 Course: N 31-36-28 E  
Course In: N 81-45-10 E Course Out: N 18-32-14 W  
RP North: 28473534.1028 East : 612651.8387  
End North: 28473581.5087 East : 612635.9427  
Line Course: N 48-15-19 W Length: 88.98  
North: 28473640.7527 East : 612569.5531  
Line Course: S 41-44-51 W Length: 78.89  
North: 28473581.8940 East : 612517.0242

Perimeter: 362.30 Area: 7,099 S.F. 0.163 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0040 Course: S 51-25-09 E  
Error North: -0.00249 East : 0.00312  
Precision 1: 90,572.50

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Parcel name: Lot 72

North: 28473581.8964 East : 612517.0211  
Line Course: S 48-30-52 E Length: 107.41  
North: 28473510.7447 East : 612597.4844  
Line Course: S 41-44-51 W Length: 63.08  
North: 28473463.6816 East : 612555.4826  
Curve Length: 23.56 Radius: 15.00  
Delta: 90-00-00 Tangent: 15.00  
Chord: 21.21 Course: S 86-44-51 W  
Course In: N 48-15-09 W Course Out: S 41-44-51 W  
RP North: 28473473.6693 East : 612544.2913  
End North: 28473462.4780 East : 612534.3036  
Line Course: N 48-15-09 W Length: 92.41  
North: 28473524.0091 East : 612465.3577  
Line Course: N 41-44-51 E Length: 77.59  
North: 28473581.8980 East : 612517.0210

Perimeter: 364.05 Area: 8,312 S.F. 0.191 ACRES

Phase 3.txt

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0015 Course: N 05-02-22 W  
Error North: 0.00153 East : -0.00014  
Precision 1: 242,700.00

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Parcel name: Lot 73

North: 28473588.1956 East : 612393.4351  
Line Course: S 48-15-09 E Length: 96.40  
North: 28473524.0077 East : 612465.3579  
Line Course: N 41-44-51 E Length: 77.59  
North: 28473581.8966 East : 612517.0211  
Line Course: N 48-15-09 W Length: 111.40  
North: 28473656.0722 East : 612433.9071  
Line Course: S 41-44-51 W Length: 62.59  
North: 28473609.3746 East : 612392.2316  
Curve Length: 23.56 Radius: 15.00  
Delta: 90-00-00 Tangent: 15.00  
Chord: 21.21 Course: S 03-15-09 E  
Course In: S 48-15-09 E Course Out: S 41-44-51 W  
RP North: 28473599.3869 East : 612403.4229  
End North: 28473588.1956 East : 612393.4351

Perimeter: 371.54 Area: 8,595 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0000 Course: N 00-00-00 E  
Error North: 0.00000 East : 0.00000  
Precision 1: 371,540,000.00

---

Parcel name: Lot 74

North: 28473656.0721 East : 612433.9072  
Line Course: N 41-44-51 E Length: 78.89  
North: 28473714.9309 East : 612486.4360  
Line Course: S 48-15-09 E Length: 111.40  
North: 28473640.7553 East : 612569.5500  
Line Course: S 41-44-51 W Length: 78.89  
North: 28473581.8965 East : 612517.0212  
Line Course: N 48-15-09 W Length: 111.40  
North: 28473656.0721 East : 612433.9072  
Line Course: N 42-11-04 W Length: 0.00  
North: 28473656.0721 East : 612433.9072

Perimeter: 380.58 Area: 8,788 S.F. 0.202 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Page 17

Phase 3.txt

Error Closure: 0.0000  
Error North: 0.00000  
Precision 1: 380,580,000.00

Course: S 90-00-00 E  
East : 0.00000

-----  
Parcel name: Lot 75

North: 28473714.9308 East : 612486.4361  
Line Course: S 48-15-09 E Length: 111.40  
North: 28473640.7552 East : 612569.5501  
Line Course: N 46-08-47 E Length: 96.52  
North: 28473707.6260 East : 612639.1519  
Line Course: N 54-33-09 W Length: 105.44  
North: 28473768.7767 East : 612553.2554  
Line Course: N 48-15-09 W Length: 14.00  
North: 28473778.0986 East : 612542.8102  
Line Course: S 41-44-51 W Length: 84.67  
North: 28473714.9274 East : 612486.4328  
Line Course: S 43-28-06 E Length: 0.00  
North: 28473714.9274 East : 612486.4328

Perimeter: 412.03 Area: 10,309 S.F. 0.237 ACRES

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

Error Closure: 0.0047 Course: S 44-02-34 W  
Error North: -0.00339 East : -0.00328  
Precision 1: 87,665.96

-----  
Parcel name: Lot 76

North: 28473875.3134 East : 612433.8827  
Line Course: N 48-15-09 W Length: 25.00  
North: 28473891.9596 East : 612415.2306  
Line Course: S 41-44-51 W Length: 63.60  
North: 28473844.5085 East : 612372.8826  
Line Course: S 48-15-09 E Length: 111.00  
North: 28473770.5992 East : 612455.6982  
Line Course: N 41-44-51 E Length: 63.60  
North: 28473818.0503 East : 612498.0462  
Line Course: N 48-15-09 W Length: 86.00  
North: 28473875.3134 East : 612433.8827

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

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

Error Closure: 0.0000 Course: S 90-00-00 E  
Error North: 0.00000 East : 0.00000  
Precision 1: 349,200,000.00

Phase 3.txt

-----  
Parcel name: Lot 77

North: 28473844.5086 East : 612372.8825  
Line Course: S 48-15-09 E Length: 111.00  
North: 28473770.5993 East : 612455.6981  
Line Course: S 41-44-51 W Length: 63.60  
North: 28473723.1482 East : 612413.3501  
Line Course: N 48-15-09 W Length: 111.00  
North: 28473797.0575 East : 612330.5345  
Line Course: N 41-44-51 E Length: 63.60  
North: 28473844.5086 East : 612372.8825  
Line Course: N 32-00-19 W Length: 0.00  
North: 28473844.5086 East : 612372.8825

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0000 Course: S 90-00-00 E  
Error North: 0.00000 East : 0.00000  
Precision 1: 349,200,000.00

-----  
Parcel name: Lot 78

North: 28473797.0575 East : 612330.5345  
Line Course: S 48-15-09 E Length: 111.00  
North: 28473723.1483 East : 612413.3501  
Line Course: S 41-44-51 W Length: 63.60  
North: 28473675.6972 East : 612371.0021  
Line Course: N 48-15-09 W Length: 111.00  
North: 28473749.6064 East : 612288.1865  
Line Course: N 41-44-51 E Length: 63.60  
North: 28473797.0575 East : 612330.5345  
Line Course: N 01-47-24 W Length: 0.00  
North: 28473797.0575 East : 612330.5345

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0000 Course: S 90-00-00 E  
Error North: 0.00000 East : 0.00000  
Precision 1: 349,200,000.00

-----  
Parcel name: Lot 79

Phase 3.txt

North: 28473749.6065 East : 612288.1864  
Line Course: S 48-15-09 E Length: 111.00  
North: 28473675.6972 East : 612371.0020  
Line Course: S 41-44-51 W Length: 63.60  
North: 28473628.2461 East : 612328.6540  
Line Course: N 48-15-09 W Length: 111.00  
North: 28473702.1554 East : 612245.8384  
Line Course: N 41-44-51 E Length: 63.60  
North: 28473749.6065 East : 612288.1864  
Line Course: N 90-00-00 W Length: 0.00  
North: 28473749.6065 East : 612288.1864

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0000 Course: S 90-00-00 E  
Error North: 0.00000 East : 0.00000  
Precision 1: 349,200,000.00

-----  
Parcel name: Lot 80

North: 28473702.1554 East : 612245.8384  
Line Course: S 48-15-09 E Length: 111.00  
North: 28473628.2462 East : 612328.6539  
Line Course: S 41-44-51 W Length: 63.60  
North: 28473580.7951 East : 612286.3059  
Line Course: N 48-15-09 W Length: 111.00  
North: 28473654.7043 East : 612203.4903  
Line Course: N 41-44-51 E Length: 63.60  
North: 28473702.1554 East : 612245.8384  
Line Course: N 29-21-28 E Length: 0.00  
North: 28473702.1554 East : 612245.8384

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0000 Course: S 90-00-00 E  
Error North: 0.00000 East : 0.00000  
Precision 1: 349,200,000.00

-----  
Parcel name: Lot 81

North: 28473654.7044 East : 612203.4903  
Line Course: S 41-44-51 W Length: 63.60  
North: 28473607.2533 East : 612161.1423  
Line Course: S 48-15-09 E Length: 111.00

Phase 3.txt

North: 28473533.3440 East : 612243.9579  
 Line Course: N 41-44-51 E Length: 63.60  
 North: 28473580.7951 East : 612286.3059  
 Line Course: N 48-15-09 W Length: 111.00  
 North: 28473654.7044 East : 612203.4903  
 Line Course: N 48-21-59 W Length: 0.00  
 North: 28473654.7044 East : 612203.4903

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

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

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

Error North: 0.00000 East: 0.00000

Precision 1: 349,200,000.00

-----  
 Parcel name: Street Dedication

North: 28472369.4166 East : 613949.2330  
 Line Course: S 48-15-09 E Length: 60.00  
 North: 28472329.4656 East : 613993.9982  
 Line Course: S 41-44-51 W Length: 226.15  
 North: 28472160.7382 East : 613843.4164  
 Curve Length: 23.56 Radius: 15.00  
 Delta: 90-00-00 Tangent: 15.00  
 Chord: 21.21 Course: S 03-15-09 E  
 Course In: S 48-15-09 E Course Out: S 41-44-51 W  
 RP North: 28472150.7504 East : 613854.6077  
 End North: 28472139.5592 East : 613844.6200  
 Line Course: S 48-15-09 E Length: 188.81  
 North: 28472013.8402 East : 613985.4886  
 Curve Length: 23.56 Radius: 15.00  
 Delta: 90-00-00 Tangent: 15.00  
 Chord: 21.21 Course: N 86-44-51 E  
 Course In: N 41-44-51 E Course Out: S 48-15-09 E  
 RP North: 28472025.0315 East : 613995.4763  
 End North: 28472015.0437 East : 614006.6676  
 Line Course: N 41-44-51 E Length: 63.08  
 North: 28472062.1069 East : 614048.6694  
 Curve Length: 17.45 Radius: 20.00  
 Delta: 49-59-41 Tangent: 9.33  
 Chord: 16.90 Course: N 16-45-01 E  
 Course In: N 48-15-09 W Course Out: N 81-45-10 E  
 RP North: 28472075.4239 East : 614033.7476  
 End North: 28472078.2927 East : 614053.5408  
 Curve Length: 244.34 Radius: 50.00  
 Delta: 279-59-23 Tangent: 41.96  
 Chord: 64.29 Course: S 48-15-09 E  
 Course In: N 81-45-10 E Course Out: S 01-44-33 W  
 RP North: 28472085.4650 East : 614103.0237  
 End North: 28472035.4881 East : 614101.5033

Phase 3.txt

Curve Length: 17.45 Radius: 20.00  
Delta: 49-59-42 Tangent: 9.33  
Chord: 16.90 Course: S 66-44-42 W  
Course In: S 01-44-33 W Course Out: N 48-15-09 W  
RP North: 28472015.4973 East : 614100.8952  
End North: 28472028.8143 East : 614085.9734

Line Course: S 41-44-51 W Length: 63.08  
North: 28471981.7512 East : 614043.9717

Curve Length: 23.56 Radius: 15.00  
Delta: 90-00-00 Tangent: 15.00  
Chord: 21.21 Course: S 03-15-09 E  
Course In: S 48-15-09 E Course Out: S 41-44-51 W  
RP North: 28471971.7635 East : 614055.1630  
End North: 28471960.5722 East : 614045.1752

Line Course: S 48-15-09 E Length: 96.61  
North: 28471896.2445 East : 614117.2547

Curve Length: 73.73 Radius: 825.00  
Delta: 5-07-13 Tangent: 36.89  
Chord: 73.70 Course: S 45-41-33 E  
Course In: S 41-44-51 W Course Out: N 46-52-04 E  
RP North: 28471280.7232 East : 613567.9291  
End North: 28471844.7627 East : 614169.9959

Curve Length: 23.29 Radius: 15.00  
Delta: 88-58-41 Tangent: 14.73  
Chord: 21.02 Course: S 87-37-17 E  
Course In: N 46-52-04 E Course Out: S 42-06-37 E  
RP North: 28471855.0180 East : 614180.9426  
End North: 28471843.8902 East : 614191.0010

Line Course: N 47-53-23 E Length: 118.73  
North: 28471923.5057 East : 614279.0815

Curve Length: 10.93 Radius: 20.00  
Delta: 31-18-02 Tangent: 5.60  
Chord: 10.79 Course: N 32-14-22 E  
Course In: N 42-06-37 W Course Out: S 73-24-39 E  
RP North: 28471938.3428 East : 614265.6703  
End North: 28471932.6327 East : 614284.8378

Curve Length: 126.19 Radius: 50.00  
Delta: 144-36-07 Tangent: 156.68  
Chord: 95.27 Course: N 88-53-25 E  
Course In: S 73-24-39 E Course Out: N 71-11-28 E  
RP North: 28471918.3573 East : 614332.7566  
End North: 28471934.4779 East : 614380.0866

Curve Length: 10.93 Radius: 20.00  
Delta: 31-18-01 Tangent: 5.60  
Chord: 10.79 Course: S 34-27-33 E  
Course In: N 71-11-28 E Course Out: S 39-53-27 W  
RP North: 28471940.9262 East : 614399.0186  
End North: 28471925.5808 East : 614386.1921

Line Course: S 50-06-33 E Length: 70.10  
North: 28471880.6238 East : 614439.9775

Curve Length: 17.45 Radius: 20.00  
Delta: 49-59-41 Tangent: 9.33  
Chord: 16.90 Course: S 75-06-24 E

Phase 3.txt

Course In: N 39-53-27 E	Course Out: S 10-06-14 E
RP North: 28471895.9692	East : 614452.8041
End North: 28471876.2794	East : 614456.3127
Curve Length: 244.34	Radius: 50.00
Delta: 279-59-22	Tangent: 41.96
Chord: 64.29	Course: S 39-53-27 W
Course In: S 10-06-14 E	Course Out: S 89-53-08 W
RP North: 28471827.0548	East : 614465.0844
End North: 28471826.9549	East : 614415.0845
Curve Length: 17.45	Radius: 20.00
Delta: 49-59-41	Tangent: 9.33
Chord: 16.90	Course: N 25-06-43 W
Course In: S 89-53-08 W	Course Out: N 39-53-27 E
RP North: 28471826.9150	East : 614395.0845
End North: 28471842.2603	East : 614407.9111
Line Course: N 50-06-33 W Length: 84.57	
North: 28471896.4973	East : 614343.0233
Curve Length: 21.47	Radius: 15.00
Delta: 82-00-04	Tangent: 13.04
Chord: 19.68	Course: S 88-53-25 W
Course In: S 39-53-27 W	Course Out: N 42-06-37 W
RP North: 28471884.9883	East : 614333.4033
End North: 28471896.1162	East : 614323.3450
Line Course: S 47-53-23 W Length: 135.59	
North: 28471805.1950	East : 614222.7568
Curve Length: 22.40	Radius: 15.00
Delta: 85-33-39	Tangent: 13.88
Chord: 20.38	Course: S 05-06-33 W
Course In: S 42-06-37 E	Course Out: S 52-19-44 W
RP North: 28471794.0671	East : 614232.8152
End North: 28471784.9002	East : 614220.9422
Curve Length: 192.01	Radius: 825.00
Delta: 13-20-07	Tangent: 96.44
Chord: 191.58	Course: S 31-00-12 E
Course In: S 52-19-44 W	Course Out: N 65-39-51 E
RP North: 28471280.7196	East : 613567.9285
End North: 28471620.6891	East : 614319.6237
Line Course: S 24-20-09 E Length: 2.61	
North: 28471618.3110	East : 614320.6992
Line Course: S 65-39-51 W Length: 50.00	
North: 28471597.7068	East : 614275.1420
Line Course: N 24-20-09 W Length: 2.61	
North: 28471600.0849	East : 614274.0664
Curve Length: 323.50	Radius: 775.00
Delta: 23-55-00	Tangent: 164.14
Chord: 321.16	Course: N 36-17-39 W
Course In: S 65-39-51 W	Course Out: N 41-44-51 E
RP North: 28471280.7196	East : 613567.9285
End North: 28471858.9366	East : 614083.9615
Line Course: N 48-15-09 W Length: 365.42	
North: 28472102.2512	East : 613811.3266
Curve Length: 23.56	Radius: 15.00
Delta: 90-00-00	Tangent: 15.00

Phase 3.txt

Chord: 21.21 Course: S 86-44-51 W  
 Course In: S 41-44-51 W Course Out: N 48-15-09 W  
 RP North: 28472091.0599 East : 613801.3389  
 End North: 28472101.0476 East : 613790.1476  
 Line Course: S 41-44-51 W Length: 75.45  
 North: 28472044.7554 East : 613739.9093  
 Line Course: N 48-15-09 W Length: 60.00  
 North: 28472084.7063 East : 613695.1441  
 Line Course: N 41-44-51 E Length: 381.60  
 North: 28472369.4129 East : 613949.2321  
 Line Course: S 32-00-19 E Length: 0.00  
 North: 28472369.4129 East : 613949.2321

Perimeter: 3501.57 Area: 95,280 S.F. 2.187 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0038 Course: S 13-46-59 W  
 Error North: -0.00367 East : -0.00090  
 Precision 1: 921,468.42

-----  
 Parcel name: Total Area

North: 28472443.3259 East : 613866.4175  
 Line Course: S 48-15-09 E Length: 185.00  
 North: 28472320.1438 East : 614004.4435  
 Line Course: S 54-33-09 E Length: 751.56  
 North: 28471884.2716 East : 614616.6998  
 Line Course: S 46-55-41 E Length: 204.73  
 North: 28471744.4581 East : 614766.2544  
 Line Course: S 80-27-31 W Length: 217.18  
 North: 28471708.4584 East : 614552.0789  
 Line Course: S 68-46-47 W Length: 243.33  
 North: 28471620.3840 East : 614325.2477  
 Line Course: S 65-39-51 W Length: 55.00  
 North: 28471597.7193 East : 614275.1346  
 Line Course: N 24-20-09 W Length: 2.61  
 North: 28471600.0974 East : 614274.0591  
 Curve Length: 37.39 Radius: 775.00  
 Delta: 2-45-52 Tangent: 18.70  
 Chord: 37.39 Course: N 25-43-05 W  
 Course In: S 65-39-51 W Course Out: N 62-53-59 E  
 RP North: 28471280.7321 East : 613567.9212  
 End North: 28471633.7828 East : 614257.8344  
 Line Course: S 53-39-25 W Length: 107.04  
 North: 28471570.3489 East : 614171.6155  
 Line Course: N 32-39-03 W Length: 138.79  
 North: 28471687.2064 East : 614096.7357  
 Line Course: N 37-41-16 W Length: 107.06  
 North: 28471771.9288 East : 614031.2837  
 Line Course: N 48-15-09 W Length: 399.06

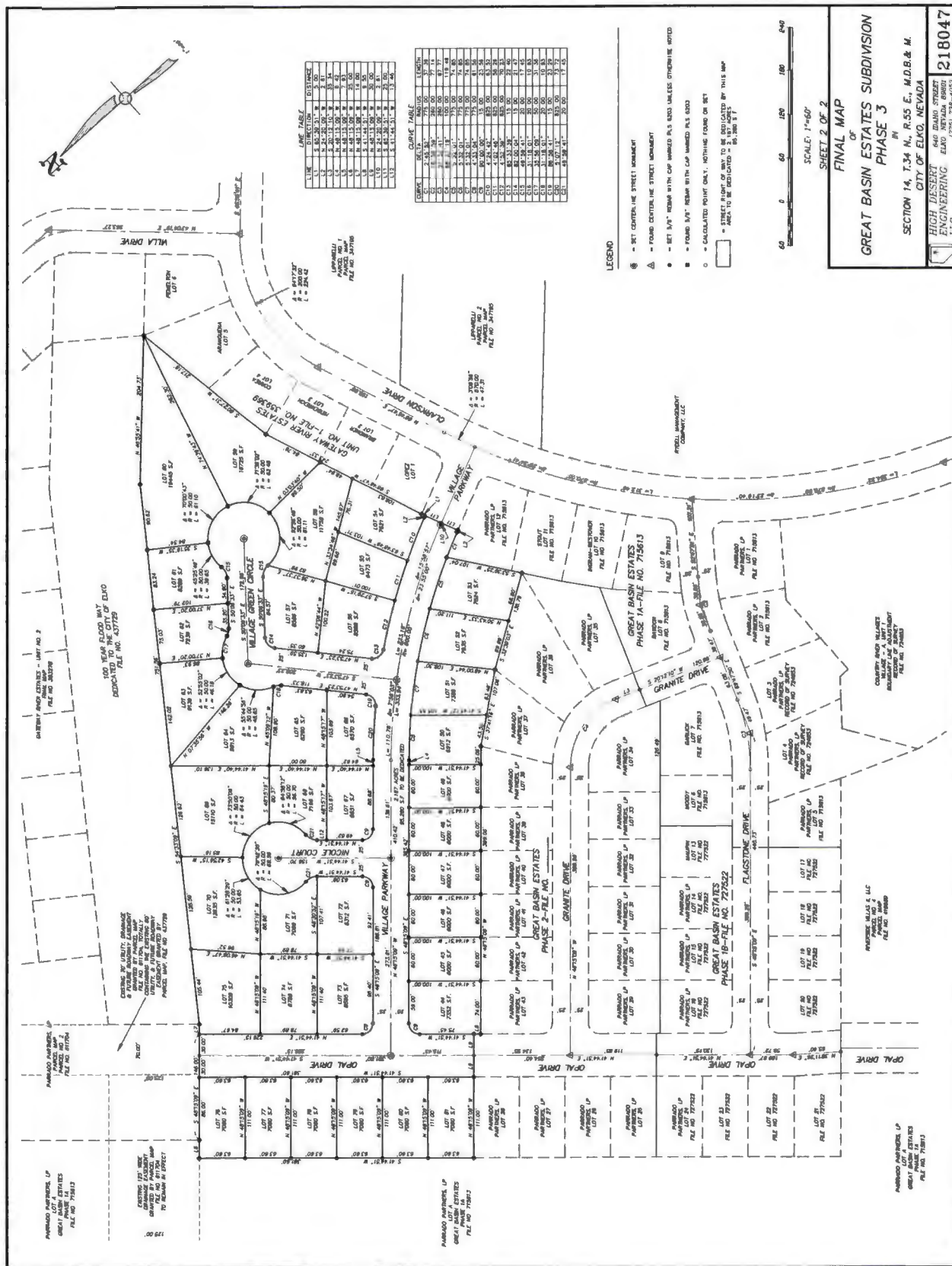
Phase 3.txt

	North: 28472037.6426	East : 613733.5505
Line	Course: N 41-44-51 E Length: 9.55	
	North: 28472044.7677	East : 613739.9093
Line	Course: N 48-15-09 W Length: 171.00	
	North: 28472158.6279	East : 613612.3286
Line	Course: N 41-44-51 E Length: 381.60	
	North: 28472443.3345	East : 613866.4166

Perimeter: 3010.90 Area: 420,362 S.F. 9.650 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0086 Course: N 06-12-57 W  
Error North: 0.00852 East : -0.00093  
Precision 1: 350,104.65





**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and consideration of a request from Mr. Rob Fitzgerald of Surebrec Holdings, LLC for a Special Reimbursement Agreement as defined in City Code 9-1-35 (E), for reimbursement of a sewer main and boring costs within the I-80 Right of Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018 Special Session**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **7 Minutes**
5. Background Information: **Mr. Fitzgerald is the owner of a parcel of land and wishes to develop. In order to do so, Mr. Fitzgerald needs to install sewer service. Currently there is not a viable means of discharging sewer from the site. In order to do so, a sewer main would need to be installed under I-80 or a sewer lift station would need to be installed.**  
  
**Staff vastly prefers a gravity sewer main under I-80 when compared to a lift station alternative. The sewer main bore is proposed to be located at a low point where it could be used by multiple parcels. Routing the sewer main under I-80 results in a section of sewer main that is not adjacent to any developable property frontage. RL**
6. Budget Information:  
  
Appropriation Required: **Approx. \$420,000.00**  
Budget amount available: **To be included in next year's budget if approved**  
Fund name: **Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Request letter, vicinity map, engineer's estimate**
9. Recommended Motion: **Pleasure of the Council. If in support, direct Staff to draft a Special Reimbursement Agreement and bring back to Council for possible final approval.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Luke Fitzgerald**  
[elkoluke@gmail.com](mailto:elkoluke@gmail.com)

To: City of Elko Planning  
From Copper Trails LLC  
RE: Koinonia Construction Application Authorization

RECEIVED

DEC 12 2018

To whom it may concern,  
Koinonia Construction Inc and Luke Fitzgerald have authorization to apply for the request to vacate  
easement on APN 001-61J-028 address 2767 Copper Trail.

  
Copper Trails LLC  
Robert Fitzgerald  
775-219-8199

To: City Of Elko  
From: SUREBREC HOLDINGS LLC  
Re: Sewer Bore under I80

Surebrec Holdings LLC Desires to develop a parcel of property at the east end of Ruby Vista Dr. In order to achieve this we will either need to build a lift station or bore under I80. We have met with staff and they would prefer us to install the I80 bore in order to support future development.

Surebrec Holdings LLC requests a special Reimbursement Agreement, in accordance with Section 9-1-35 E of City Code. The area we are requesting the agreement to apply to is the portion within the I80 Right of Way where development cannot occur.

Surebrec Holdings LLC  
Rob Fitzgerald  
775-219-8199

# KONAKIS ENGINEERING, LLC

Civil & Water Resources Engineering  
Land Surveying

225 Silver Street, Suite 106  
Elko, Nevada 89801  
775.738.5319



December 3, 2018

Mr. Luke Fitzgerald  
Keller Williams Group One, Inc.  
461 Fourth Street  
Elko, Nevada 89801

RE: I-80 Bore and Case Budget Estimate.

Dear Luke:

I have put together a project budget estimate for the installation of 24-inch diameter steel casing and 12-inch diameter sanitary sewer beneath I-80 near Zaga Way situated at the base of the Kttridge drainage located to the east of Elko. I talked with a couple of underground contractors as well as specialty contractors that are licensed to bore and jack casing beneath I-80. The costs shown on the attached spread sheet are on the high side however they will work well for budgeting purposes. Please don't hesitate to call with any questions that you may have regarding this correspondence.

Sincerely,

Konakis Engineering, LLC

Ferron S. Konakis, P.E.






Consulting Civil Engineer

Attachments: Budget Spread Sheet  
Location Plan

# I-80 Bore Location

24-Inch Casing & Bore (400-feet)

## Legend

-  Agriculture Dept
-  Feature 1
-  Lostra Brothers Towing & Wreck Recovery Service
-  Smith Power Products
-  UPS Freight

BORE & CASE LOCATON

Google Earth

© 2013 Google

2000 ft



**East Elko I-80 Bore and Case at Zaga Way  
Kittridge Drainage**

Item	Description	Quan.	Unit	Unit Cost	Amount
<b><u>Preliminary Estimate of Construction</u></b>					
1	Mobilization and Demobilization Costs	1	EA	\$ 25,000.00	\$ 25,000.00
2	Excavate Bore Pits to Design Depths	2	EA	\$ 8,500.00	\$ 17,000.00
3	Bore and Jack 24-Inch Diameter Casing Beneath I-80 Right of Way - bore from low side of I-80	360	LF	\$ 790.00	\$ 284,400.00
4	Provide and Install 12-Inch Diameter Sewer Pipe inside the Steel Casing with Centralizers	360	LF	\$ 40.00	\$ 14,400.00
5	Provide and Construct 12-inch Diameter Sanitary Sewer Stubouts on each side of the I-80 Sewer Bore (20' x 4 each)	80	LF	\$ 60.00	\$ 4,800.00
6	Construct Sanitary Sewer Manholes on Both Sides of the I-80 Sewer Crossing	2	EA	\$ 5,800.00	\$ 11,600.00
7	Construction Contingency @ 10%				\$ 35,720.00

\* Amount Estimated for I-80 12-Inch Ø Sanitary Sewer Crossing Construction : **\$ 392,920.00**

**Design Engineering Cost Estimate**

8	Engineering Design - Prepare Construction Plans	1	LS	\$ 20,000.00	\$ 20,000.00
9	Excavate 2-Test Pits and Provide Soils Report for Bor	1	LS	\$ 6,500.00	\$ 6,500.00

**Estimate for Engineering Costs : \$ 26,500.00**

**Total Amount Estimated for Construction & Engineering : \$ 419,420.00**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible recommendation to City Council for Revocable Permit No. 5-18, filed by Elite Storage & R.V., LLC. to occupy a portion of 12<sup>th</sup> Street Right-of-Way to accommodate a sign, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elite Storage & R.V. LLC. is currently under construction on their storage units at the intersection of 12<sup>th</sup> Street and Opal Drive. If approved, this will be the location of their sign for the business. CL**
6. Business Impact Statement: **Not Required**
7. Supplemental Agenda Information: **License Agreement, Staff Report and Application**
8. Recommended Motion: **Recommend to City Council to Approve Revocable Permit 5-18 for a sign in the 12<sup>th</sup> Street Right-of-Way subject to execution of a Standard License Agreement between the Applicant and the City of Elko.**
9. Findings:
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal Council**
12. Agenda Distribution: **Carter Engineering**  
[lanalcarter@live.com](mailto:lanalcarter@live.com)

**Elite Storage & R.V. LLC  
45 Teton Drive  
Lindon, Utah 84042-2272**

**REVOCABLE LICENSE AGREEMENT FOR NON-EXCLUSIVE  
OCCUPANCY OF RIGHT-OF-WAY FOR FREE-STANDING SIGN**

**THIS REVOCABLE LICENSE AGREEMENT FOR NON-EXCLUSIVE OCCUPANCY OF RIGHT-OF-WAY** (hereinafter the "License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018 (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 **ELITE STORAGE & R.V. LLC**, a Utah limited-liability company, hereinafter called the "**Licensee**." The **City of Elko** and the **Licensee** may be referred to individually as "Party" and collectively as the "Parties."

**R E C I T A L S**

A. **Licensee** owns real property located generally at 1500 Opal Drive, Elko, Nevada; and

B. **Licensee** intends to occupy the aforementioned real property for the purpose of operating a storage unit facility; and

C. **Licensee** desires to place a free-standing sign within the 12th Street right-of-way, located generally on the northeast side of 12th Street, east of the intersection with Opal Drive and west of the intersection with Clarkson Drive, in the City of Elko, State of Nevada (hereinafter the "Right-of-Way"); and

D. The dimensions and physical appearance of the free-standing sign are shown on the proposed sign drawing attached to the Application for Revocable Permit to Occupy City of Elko Property attached at **Exhibit C**; and

E. The location and physical layout of the real property in relation to placement of the free-standing sign are more particularly described and shown on the map and plot plan attached to the Application for Revocable Permit to Occupy City of Elko Property at **Exhibits B and D**, respectively; and

F. **Licensee** has asked the **City of Elko** for permission to use a portion of the Right-of-Way for the purpose of placing the aforementioned free-standing sign in the manner shown on the Application for Revocable Permit to Occupy City of Elko Property attached at **Exhibit A**; and

G. The license granted hereunder does not constitute a sale or lease of property subject to the requirements of NRS 268.059, *et. seq*;

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

The **City of Elko** grants to **Licensee**, subject to the terms and conditions contained herein, a non-exclusive, revocable license 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 five (5) years, commencing on the Effective Date, subject to the termination rights set forth herein; *provided*, this License Agreement will automatically renew at the end of the initial term and each term thereafter for a further term of five (5) years unless any Party gives the other Party written notice of termination at least thirty (30) days prior to the end of the relevant term.

2. **WAIVER:** Waiver by any Party 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. **NOTICES:** Any and all notices or demands by or from the **City of Elko** to the **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing and served by certified mail. 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 who 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: City of Elko, 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 the **Licensee** shall be mailed to:

Elite Storage & R.V. LLC  
45 Teton Drive  
Lindon, UT 84042-2272

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 place a free-standing sign, *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 maintain the free-standing sign in good repair, shall promptly repair all damage and/or deterioration, and shall otherwise keep the free-standing sign in a clean and orderly condition at all times.

(c) **Licensee** shall maintain the Right-of-Way in a manner that is acceptable to the **City of Elko** at all times.

(d) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable Federal, state and local statutes, ordinances or regulations.

(e) **Licensee's** violation of any provision of this License Agreement, to include any violation of the Elko City Code, shall constitute immediate grounds for revocation of this License Agreement by the **City of Elko**.

(f) The aforementioned free-standing sign shall be removed by **Licensee** upon request by the **City of Elko** within thirty (30) days of notice as provided herein in the event of 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 (the "City's Representatives") 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 (collectively "claims") arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement, to include the acts or omissions of **Licensee's** contractor(s) and its/their subcontractors, except to the extent such claims are caused by or arise out of the negligence of the **City of Elko** or the City's Representatives.

7. **INSURANCE:** **Licensee** agrees to purchase insurance or otherwise arrange at its own expense and to keep such insurance in force at all times this License Agreement is in effect, as follows:

(a) Workmen's Compensation Insurance covering all of **Licensee's** employees and shall require all consultants or other third parties engaged in the activities contemplated by this License Agreement to furnish evidence of appropriate workmen's compensation coverage or that they are a self-insured employer.

(b) Comprehensive General Public Liability Insurance against claims for bodily injury or death of any person and property damage arising out of or resulting from **Licensee's** activities and the use of the Right-of-Way. Such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. **Licensee** shall furnish to the **City of Elko** proof that such insurance has been obtained and is in force.

(c) General Vehicle Liability Insurance against claims for injury or death of any person and property damage arising out of or resulting from **Licensee's** operation of any motor vehicle used in connection with the activities contemplated herein. Such insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. This policy shall include vehicles operated by **Licensee** and **Licensee's** agents, employees and contractors. **Licensee** shall furnish to the **City of Elko** proof that such insurance has been obtained and is in force.

(d) The **City of Elko** shall be provided with copies of all insurance policies required under this License Agreement.

(e) The foregoing insurance may be part of a blanket policy.

(f) Notwithstanding anything contained herein, **Licensee** shall be entitled to self-insure with respect to any of the required coverage herein. Additionally, **Licensee's** insurance coverage shall only apply to the extent of its indemnity obligations.

8. **TERMINATION:** Notwithstanding any other provision contained herein, the **City of Elko** may immediately revoke and terminate this License Agreement for any violation of the terms or conditions hereof prior to the expiration of the Term or any extension thereof; *provided*, either Party may terminate this License Agreement upon thirty (30) days' prior written notice to the other Party.

In the event of the termination of the license granted hereunder prior to the end of the Term, 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, after performing all repairs to the site needed to return it to its prior condition.

9. **GENERAL COVENANTS:**

(a) **GOVERNING LAW.** It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Nevada.

(b) **MODIFICATION OF AGREEMENT.** Any modification of this License Agreement or additional obligation assumed by either party in connection with this License Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each Party.

(c) **ATTORNEY FEES.** In the event the either party is required to pursue any action to enforce any term or condition in this License Agreement and prevails in said action, then said party shall be entitled to reasonable attorney's fees and court costs from the other party.

(d) **ASSIGNMENT OF RIGHTS AND DUTIES.** Licensee may not assign its rights or duties under this License Agreement without the advance written consent by the City of Elko. There is no restriction on assignment with respect to the City of Elko.

(e) **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein, this License Agreement shall not confer any rights or remedies upon any third party other than the respective successors and assigns of a Party.

(f) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations between the Parties, written or oral, to the extent they relate in any way to the right to the activities contemplated hereby; *provided*, to the extent not inconsistent with this License Agreement, all terms and conditions of the "Application for Revocable Permit to Occupy City of Elko Property," to include all representations of Licensee, the proposed sign drawing at **Exhibit C**, the legal description at **Exhibit A**, and the map and plot plan at **Exhibits B and D**, are incorporated herein by this reference.

(g) **FACSIMILE AND COUNTERPART SIGNATURES.** Facsimile and counterpart signatures shall have the same force and effect as original signatures or the signatures of all parties on the same document.

(h) **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District Court 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 License Agreement.

(i) **TERMS INCLUSIVE.** 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.

(j) **TIME.** Time is of the essence.

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

ELITE STORAGE & R.V. LLC.:

CITY OF ELKO:

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

By: \_\_\_\_\_  
CHRIS J. JOHNSON, Mayor

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

ATTEST:

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

DEC 10 2018

## EXHIBIT A

LEGAL DESCRIPTION OF AREA FOR REVOCABLE PERMIT  
TO OCCUPY CITY OF ELKO PROPERTY FOR  
ELITE STORAGE & R.V., LLC

December 9, 2018

A parcel of land lying within the Right of Way for Twelfth Street located in Section 14, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

Commencing at the centerline intersection of Twelfth Street and Opal Drive as shown on the Final Map of Riverside Condominiums – Phase 1 on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 605491, thence N 64° 22' 31" E, 139.48 feet to Corner No. 1, the True Point of Beginning;

Thence N 07° 09' 25" E, 20.00 feet Corner No. 2;

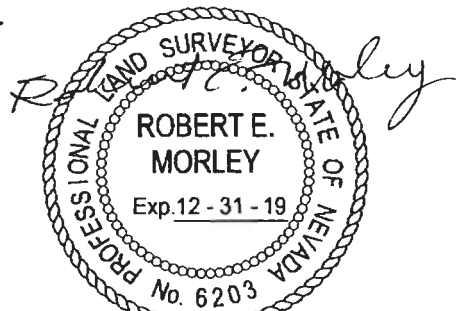
Thence S 82° 50' 35" E, 20.00 feet to Corner No. 3;

Thence S 07° 09' 25" W, 20.00 feet to Corner No. 4;

Thence N 82° 50' 35" W, 20.00 feet to Corner No. 1, the point of beginning, containing 400 square feet, more or less.

The Basis of Bearings for the above described parcel is the Final Map of Riverside Condominiums – Phase 1 on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 605491

Reference is hereby made to Exhibit B, Map to Accompany Application for Revocable Permit to Occupy City of Elko Property for Elite Storage & R.V., LLC attached hereto and made a part hereof.



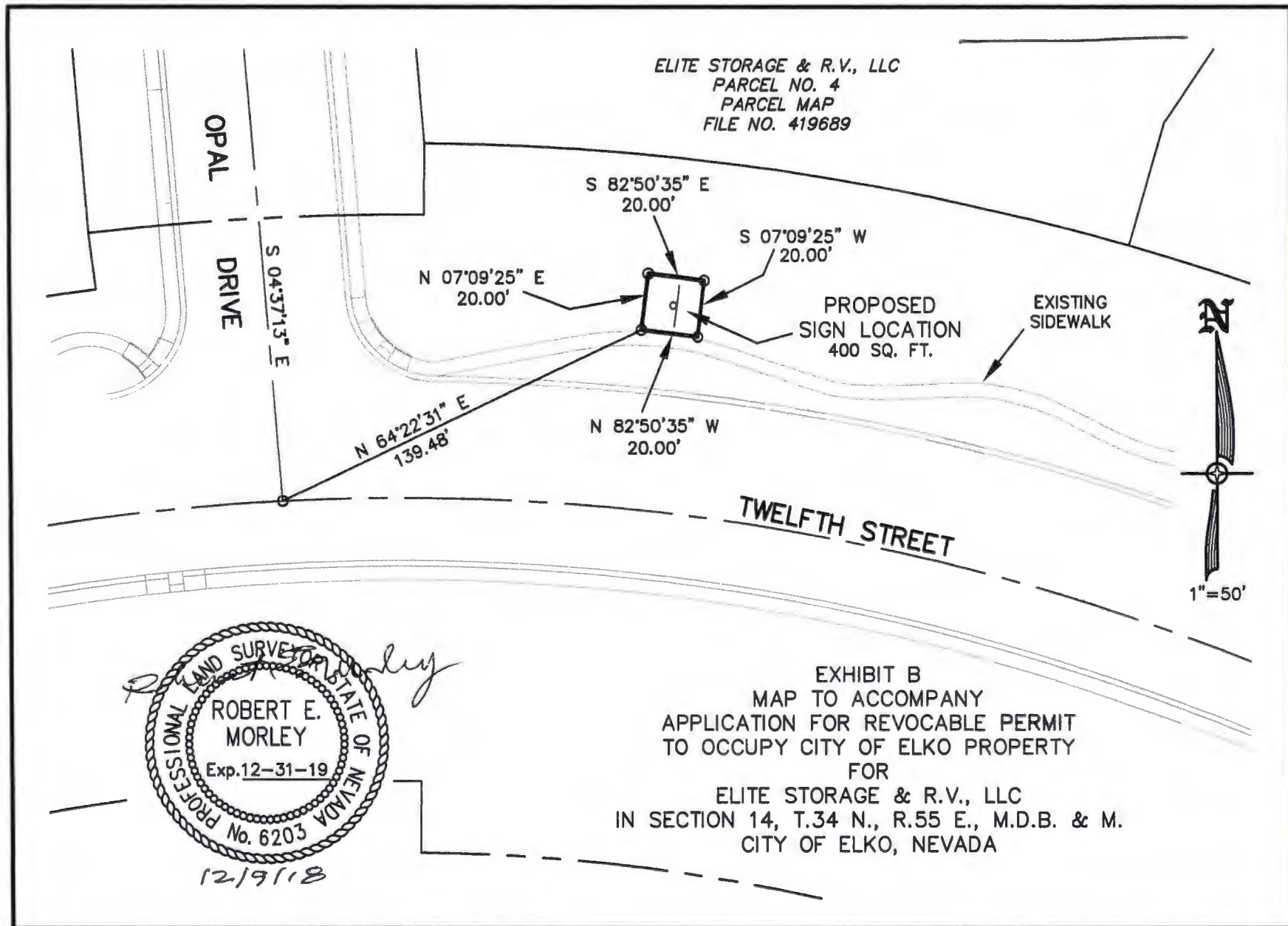
Prepared by Robert E. Morley  
High Desert Engineering

12/9/18

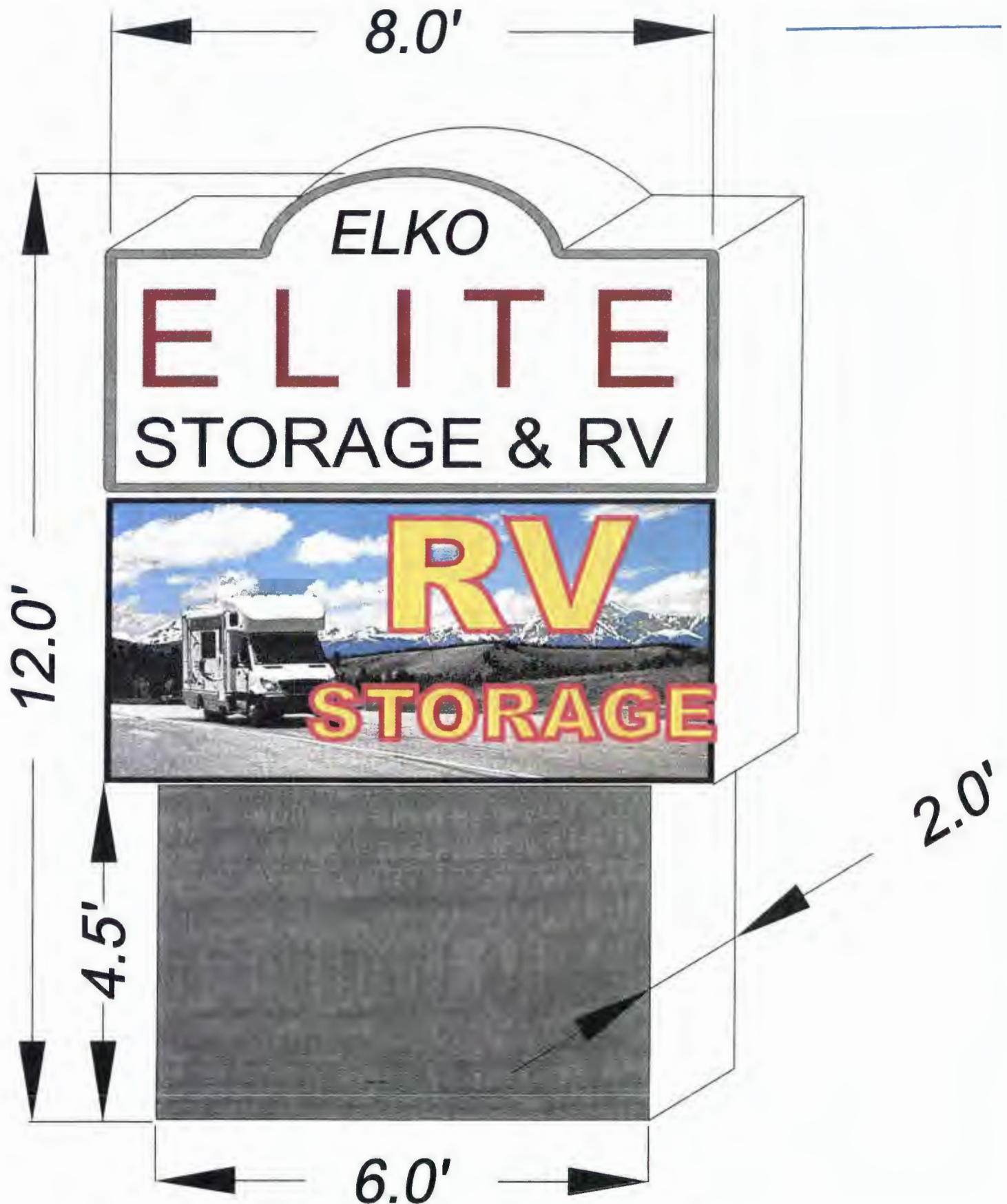
640 Idaho Street  
Elko, Nevada 89801

RECEIVED

DEC 10 2018



DEC 10 2018



RECEIVED

DEC 10 2018



OPAL DRIVE

12TH STREET

GAS

103"x71"

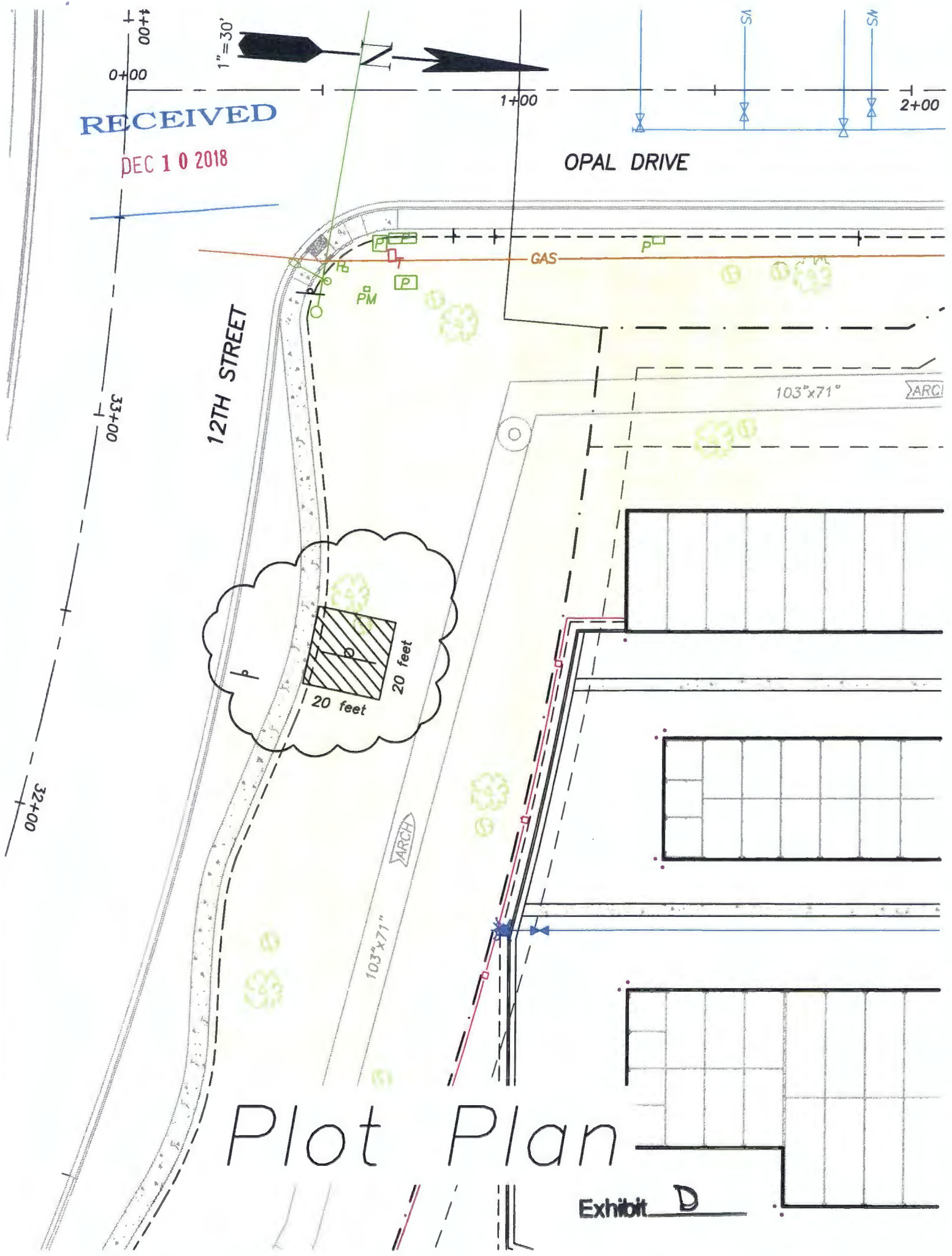
ARCH

20 feet  
20 feet  
20 feet

103"x71"  
ARCH

Plot Plan

Exhibit D





## 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): Elite Storage & R. V., LLC

MAILING ADDRESS: 45 Teton Drive, Lindon Utah, 84042-2272

PHONE NO (Home) (Business) 801-372-0220

NAME OF PROPERTY OWNER (If different): Elite Storage & R.V., LLC

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

MAILING ADDRESS:

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

ASSESSOR'S PARCEL NO.: 001-630-056

Address: 1500 Opal Drive, Elko Nevada 89801

APPLICANT'S REPRESENTATIVE OR ENGINEER: Lana L. Carter, Carter Engineering, LLC

### 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 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

RECEIVED

DEC 10 2018

Describe the proposed use of the property:

The use of the property is to place a sign meeting Title 3, Chapter 9 Sign Regulations. Please see the attached drawings for the sign.

(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**

**Elite Storage & R.V. LLC**

(Please print or type)

**Mailing Address**

**45 Teton Drive**

Street Address or P.O. Box

**Lindon, Utah 84042-2272**

City, State, Zip Code

Phone Number:

**801-372-0220**

Email address:

**davemitton@yahoo.com**

**SIGNATURE:**

*Dave Mitton* / MEMBER

**FOR OFFICE USE ONLY**

**File No.:** 5-18 **Date Filed:** 12/10/18 **Fee Paid:** \$400 ck# 1482

**Elko City Council  
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 838, an ordinance approving an amendment to the development agreement between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner"), specifically to add Phase 2 of the Copper Trails subdivision and impose a bottom of finished floor elevation for all future placement of principal building sup-gradient of the Eight-Mile drainage easement of two feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record, and to direct Staff to set the matter for second reading, public hearing and possible adoption, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to N.R.S. 278.0205 and Section 3-2-26(F) of the City Code, Council may amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest if it finds that the amendment to the agreement is consistent with the Master Plan. The amendment shall be approved by adoption of an ordinance. In this instance, the owner has requested the City amend the approved development agreement and Staff is in agreement. SAW**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance, amended Development Agreement, and other related correspondence**
9. Recommended Motion: **Conduct First Reading of Ordinance No. 838 and direct City Staff to set the matter for Second Reading, Public Hearing and possible adoption.**
9. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
10. Committee/Other Agency Review:
11. Council Action:
13. Agenda Distribution: **Copper Trails, LLC; luke fitzgerald <elkoluke@gmail.com>**

**CITY OF ELKO  
ORDINANCE NO. 838**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ELKO, NEVADA, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("CITY"), AND COPPER TRAILS LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER"), SPECIFICALLY TO ADD PHASE 2 OF THE COPPER TRAILS SUBDIVISION AND IMPOSE A BOTTOM OF FINISHED FLOOR ELEVATIONS FOR ALL FUTURE PLACEMENT OF PRINCIPAL BUILDINGS UP-GRADIENT OF THE EIGHT-MILE DRAINAGE EASEMENT OF TWO FEET HIGHER THAN THE BACK OF CURB ELEVATION AS MEASURED AT THE FRONT LOT LINE ADJACENT TO THE STREET OF RECORD.**

WHEREAS, Nevada Revised Statutes, Section 278.0205 and Elko City Code, Section 3-2-26 F. authorize the City to amend or cancel binding development agreements by mutual consent of the parties to the agreement or their successors in interest; and

WHEREAS, City and Owner entered into a Development Agreement under Ordinance 755 on August 14, 2012;

WHEREAS, City and Owner amended the Development Agreement reducing the front yard setback from fifteen (15) feet stipulated under Ordinance 755 to ten (10) feet under Ordinance 769 on February 12, 2013;

WHEREAS, Owner has completed development of the Phase 1 subdivision and is in the process of developing residential dwelling units upon the lots of record;

WHEREAS, the Development Agreement, as amended, allows for inclusion of area shown in Exhibit C of Ordinance 755 and Ordinance 769 for development under the terms of the agreement, subject to amendment of the agreement;

WHEREAS, Owner has applied for a zone amendment for the area shown in Exhibit C for a change of zone from Residential Single Family (R1) and Residential Multifamily (R3) to Single Family and Multi-Family (R) under application 8-18 of which does not change the development standards, is identified as a corresponding zone district to the master plan land use designation of medium density residential and is therefore considered not a material change;

WHEREAS, Owner is the owner of certain real property in the City of Elko, Nevada, consisting of 29 proposed lots located on Platinum Drive and Quartz Drive, as shown on the Preliminary Plat of Copper Trails Subdivision Phase 2 and shown on Exhibit B attached hereto, which property is legally described in Exhibit A attached hereto (the "Property");

WHEREAS, City has requested an amendment to the development standards as shown on Exhibit D attached hereto adding a stipulation imposing a bottom of finished floor elevation for

placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, of two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record;

WHEREAS, the required has been followed by City in accordance with State law and the Elko City Code in anticipation of amending the previously approved development agreement, as amended, with Owner. Accordingly, the Elko City Council has determined that the Amended Development Agreement is consistent with the City's Master Plan; and

WHEREAS, and

WHEREAS, Owner is also the owner of a larger parcel of real property which contains the Property and is planned as a similar development, as shown on the Master Plan for Copper Trails and shown on Exhibit C attached hereto, all or part of which may become subject to the terms of the Agreement in the future, subject to amendment in accordance with Section 4 herein.

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

**SECTION 1. APPROVAL.** That pursuant to the mutual consent of the Owner and the City of Elko, the Development Agreement between the City of Elko, Nevada and Copper Trails, LLC, a Nevada Limited Liability Company executed by the parties on February 12, 2013, is hereby amended by the Elko City Council to include Phase 2 consisting of 29 proposed lots and an amendment to the development standards as shown on Exhibit D attached hereto adding a stipulation imposing a bottom of finished floor elevation for placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, of two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record.

**SECTION 2. MASTER PLAN.** The City Council finds that the amended Development Agreement is consistent with the City Master Plan.

**SECTION 3. RECORDATION.** Within a reasonable time after the effective date of this ordinance, the clerk of the City of Elko shall cause the original amended Development Agreement to be recorded with the Elko County Recorder. Upon recordation, the agreement binds all parties and their successors in interest for the duration of the agreement.

**SECTION 4. AMENDMENT OR CANCELLATION.** The agreement between the City of Elko and Copper Trails, LLC, may be further amended or canceled, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest, except that if the governing body determines, upon a review of the development of the land held at least once every 24 months, that the terms of conditions of the agreement are not being complied with, it may cancel or amend the agreement without the consent of the breaching party.

Notice of intention to amend or cancel any portion of the agreement shall be subject to any notice requirements required by Nevada Revised Statutes. The governing body, after conducting a public hearing, may approve any amendment to the agreement by ordinance if the amendment is consistent with the master plan.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

**SECTION 6.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

**SECTION 7.** Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper printed and published in the City of Elko, for at least one publication

**SECTION 8.** This ordinance shall be effective upon the publication mentioned in Section 7.

**PASSED AND ADOPTED** this \_\_\_\_ day of January, 2019, by the following vote of the Elko City Council.

**AYES:**

**NAYES:**      **None**

**ABSENT:**    **None**

**ABSTAIN:**   **None**

**APPROVED** this        day of January, 2019.

**CITY OF ELKO**

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

**ATTEST:**

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

## **SECOND AMENDED DEVELOPMENT AGREEMENT**

THIS SECOND AMENDED DEVELOPMENT AGREEMENT ("Second Amended Agreement") is made by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada ("City"), and Copper Trails LLC, a Nevada limited liability company ("Owner").

### **RECITALS**

A. Nevada Revised Statutes, Sections 278.0201 to 278.0207 and Elko City Code, Sec. 3-2-26 authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

B. The City, by and through the Elko City Council and other subordinate public agencies and administrative departments, has the authority to regulate all matters relating to the construction, maintenance and safety of buildings, structures and property within the City pursuant to Elko City Charter, Section 2.200.

C. The Owner is the owner of a larger parcel of real property (hereinafter the "Parcel") which contains the Property subject to this Second Amended Agreement. The Parcel has been planned for development since at least 2012, as shown on the Master Plan for Copper Trails and Exhibit C hereto. It is the intent of the Parties that the Owner will develop additional parts of the Parcel over time. Accordingly, all or additional parts of the Parcel may become subject to the terms of this Second Amended Agreement in the future, subject to amendment in accordance with Section 12 herein.

D. On August 14, 2012, the City and the Owner entered into a Development Agreement pursuant to Ordinance 755 for the development of 27 proposed lots located within the Parcel (hereafter the "Development Agreement").

E. The Development Agreement, as amended, allows for the inclusion of the area shown in Exhibit C of Ordinance 755 and Ordinance 769 in order to permit development under the terms of the Development Agreement, as amended.

F. On February 12, 2013, the City and Owner amended the Development Agreement (hereinafter the "First Amended Agreement") pursuant to which the Parties agreed to reduce the front yard setback from fifteen (15) feet as required under Ordinance 755 to ten (10) feet pursuant to Ordinance 769.

G. The Owner has completed development of the Phase 1 subdivision within the Parcel and is in the process of developing residential dwelling units upon the lots of record.

H. The Owner is the owner of certain real property located within the Parcel consisting of 29 proposed lots located on Platinum Drive and Quartz Drive (hereinafter the "Property"), as shown on the Preliminary Plat of Copper Trails Subdivision Phase 2 and Exhibit B hereto. A legal description of the Property is set forth at Exhibit A hereto.

I. Under Application 8-18, the Owner has applied for a zone change for the area shown in Exhibit C, which zone change, if approved, would change the zone from Residential Single Family (R1) and Residential Multifamily (R3) to Single Family and Multi-Family (R). The proposed zone change does not change the development standards. Moreover, as the Multi-Family (R) zone district is identified as a corresponding zone district to the master plan land use designation of medium density residential, the zone change is not considered to be a material change;

J. The City has requested an amendment to the development standards as shown on Exhibit D attached hereto to add the requirement of a finished floor elevation for placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, at an elevation two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record.

K. The City has complied with the applicable procedural requirements set forth in the Nevada Revised Statutes and the Elko City Code in anticipation of amending the Development Agreement, as amended.

L. The Elko City Council has determined that this Second Amended Agreement is consistent with the City's Master Plan.

M. Owner wishes to amend the Development Agreement, as amended, in accordance with Section 5.1 and Section 12, for the purpose of developing Copper Trails Phase 2 Units 1-3.

N. The City finds that: (i) the lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to the comprehensive planning, which is needed in order to maximize the efficient utilization of resources at the most economical cost to the public; and (ii) providing an assurance to Owner for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing City requirements, subject to conditions of approval, will strengthen the City's planning process, encourage participation by developers in comprehensive planning, and reduce the cost of development.

O. The City Council may adopt an ordinance approving this Second Amended Agreement and this Second Amended Agreement will be effective upon the effective date of that ordinance.

NOW, THEREFORE, City and Owner agree as follows:

1 DEFINED TERMS. The Terms set forth below in this Section shall have the meanings unless otherwise specifically stated in this Second Amended Agreement.

1.1 "City Approvals" shall mean all land use and other City approvals which Owner may or is required to apply for to complete all or part of the "Project" (as defined below) and the construction of the infrastructure for and improvements related to the Project, including, without limitation, all master plans; zoning changes; variances; development plans; subdivision improvement agreements; building plans and permits; specifications; landscape plans; grading plans and permits; improvement plans; parcel maps; tentative subdivision maps; final subdivision maps (including, without limitation phased final subdivision maps); amendments to subdivision maps; lot line adjustments; re-subdivisions; use permits and certificates of occupancy; flood control plans; water acquisition and usage approvals, permits and plans; and all other matters related to development of the Project which require approval by the City.

1.2 "Effective Date" means the date of enactment of the ordinance approving this Second Amended Agreement.

1.3 "Effective Standards" means all rules, regulations, ordinances and other requirements of City, or those enforced by City, which are in force upon execution of this Second Amended Agreement (including City's Master Plan and Zoning Code), as modified by this Second Amended Agreement, and, in particular as modified by the Special Development Standards attached to this Second Amended Agreement as Exhibit D, or as they may be modified thereafter in a manner consistent with Nevada Revised Statutes, Section 278.0201(3), governing (i) permitted uses of the Property; (ii) timing of implementation of the development of the Property; (iii) the density and intensity of use of the Property; (iv) design, improvement, construction and building standards; (v) occupancy of the Property; and (vi) specifications applicable to the Project. Notwithstanding anything to the contrary in this Section, (a) in the event that federal or state laws or regulations, enacted after the date of this Second Amended Second Amended Agreement, prevent or preclude compliance with one or more provisions of this Second Amended Agreement, then such provisions of this Second Amended Agreement shall be modified or suspended as may be necessary to comply with such federal or state laws or regulations; and (b) Owner agrees to comply with any such changes to this Second Amended Agreement pursuant to subpart (a) to comply with the federal or state laws or regulations. For the purposes of this Second Amended Agreement, the term "construction and building standards" shall mean requirements of the City which are of general application, and which establish requirements for the building, construction and installation of structures and associated improvements to real property.

1.4 "Measure of Correction" means any action the City requires the Owner to take in order to obtain a City Approval.

1.5 "Mortgage" means a mortgage, deed of trust or similar security instrument or transaction with respect to the Property, or any portion thereof or any interest therein, which is pledged as security, contracted for in good faith and for fair value in connection with the Project.

1.6 "Mortgagee" means the holder of the beneficial interest under a Mortgage.

1.7 "Owner" means the individual or entity having a legal or equitable interest in the Property, including, without limitation any successor-in-interest of Owner, subject to any limitations on assignment.

1.8 "Person" means any individual, partnership, limited-liability company, corporation or other legal entity.

1.9 "Special Development Standards" means the requirements attached to this Second Amended Agreement as Exhibit D which differ from the existing requirements of the City, or those enforced or interpreted by City which are in force upon execution of this Second Amended Agreement (including the City's Master Plan) governing (i) permitted uses of the Property; (ii) timing of implementation of the development of the Property; (iii) the density and intensity of use of the Property; (iv) design, improvement, construction and building standards; (v) occupancy of the Property; and (vi) specifications applicable to the Project.

1.10 "Project" is the development approved by City for the Property, to specifically include the construction of 29 otherwise nonconforming single family residences, one (1) on each lot of the Property, including, without limitation, all amendments and modifications to the Special Development Standards pursuant to this Second Amended Agreement; and including any other development approved by the City and added to this agreement by amendment as defined in section 12 herein.

1.11 "Property" is the real property described and depicted in Exhibits A and B to this Second Amended Agreement; and including any other real property added to this Second Amended Agreement by amendment as defined in section 12 herein.

2 INCORPORATION OF RECITALS AND EXHIBITS. All Recitals to this Second Amended Agreement and the exhibits set forth below are incorporated into this Second Amended Agreement by this reference:

<u>Exhibit Designation</u>	<u>Description</u>
----------------------------	--------------------

A	Property Description
B	Map of Property
C	Master Plan for Copper Trails
D	Special Development Standards

3 INTEREST OF OWNER. Owner represents and warrants that Owner holds title to the Property in fee simple and that such title is held solely and without joint tenants, tenants in common, or encumbrances other than those specifically disclosed to the City in a preliminary title report and approved of by the City prior to the Effective Date.

#### 4 EFFECT OF AGREEMENT ON LAND USE REGULATIONS.

4.1 Vested Right to Develop. Provided Owner strictly complies with all terms and conditions set forth in this Agreement, to include requirements incorporated herein by reference, Owner shall have the vested right to develop the Project on the Property in accordance with the Effective Standards, as modified by the Special Development Standards pursuant to the terms of this Second Amended Agreement and Section 278.0201 of the Nevada Revised Statutes, except as otherwise specifically provided in this Second Amended Agreement.

4.2 Application of Effective Standards. The permitted uses of the Property, the density and intensity of use, the maximum height, build and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the location of public improvements, location of public utilities and all other terms and conditions of development applicable to the Property shall be those set forth in the Special Development Standards listed herein and attached hereto as Exhibit D.

#### 5 OWNER AND CITY RESPONSIBILITIES, WARRANTIES AND ASSURANCES

5.1 Assurances to Owner. The Parties acknowledge that the public benefits to be provided by the Owner to City pursuant to this Second Amended Agreement are in consideration for and reliance upon assurances that City will permit development of the Property in accordance with the terms of this Second Amended Agreement. Accordingly, City agrees that it will not attempt to restrict or limit the development of the Property through the imposition of new requirements not contemplated by this Second Amended Agreement; *provided*, nothing herein shall be interpreted so as to exempt the Owner from need to obtain City Approvals. City acknowledges that the Owner cannot, at this time, predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors, such as market demand, interest rates, absorption, completion schedules, and other factors which are not within the control of the Owner or the City. Except as otherwise provided in this Second Amended Agreement, the Owner shall have the

vested right to develop the Property at such rate and at such time as the Owner deems appropriate within the exercise of the Owner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary. It is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the development of the Project or any portion thereof, whether adopted by initiative or otherwise, shall apply to the Property to the extent such moratorium or other similar limitation is in conflict with the express provisions of this Second Amended Agreement. Notwithstanding the foregoing, nothing in this Section shall excuse or release the Owner from any obligation set forth in this Second Amended Agreement which is required to be performed on or before a specified calendar date or event, irrespective of whether the Owner proceeds with the Project.

The Owner shall present the Final Subdivision Map for the approval of the subdivision of the Property to the City Council within four (4) years of the Effective Date of the approval of the Preliminary Map.

The Owner shall have the option to add to this Second Amended Agreement additional development in the larger parcel of real property shown on the Master Plan for Copper Trails and shown on Exhibit C to this Second Amended Agreement, subject to the necessary approvals by the City and an amendment to this Second Amended Agreement in accordance with Section 12 herein.

## **6      CITY APPROVALS AND OTHER GOVERNMENTAL PERMITS**

6.1      City Approvals and Effective Standards. The City will cooperate with the Owner in obtaining all City Approvals. In the event the City does not grant a requested City Approval, the City will provide the Owner with a specific written list of reasons why the approval was not granted. Every listed reason for denying a requested City Approval shall be consistent with the Effective Standards. The Owner's engineer shall submit each Measure of Correction which shall be consistent with the Effective Standards and approved by the City Engineering Department. If the Owner resubmits an application for a City Approval incorporating all or substantially all suggested Measures of Correction, the City shall not unreasonably withhold the applicable City Approval.

6.2      Processing of City Approval. City must process all City Approvals within a reasonable time. Upon request from Owner, City must promptly inform Owner of all necessary information and submission requirements in connection with each application for a City Approval.

7      TERM. The term of this Second Amended Agreement ("Term") shall commence on the Effective Date and shall terminate at midnight on the day before the Ninety-Ninth (99th) annual anniversary of the Effective Date, unless the Term is otherwise extended in accordance with NRS 278.0201.

8     PROJECT CHANGES; PERMITTED DEVIATIONS. No material or substantial change, modification, revision or alteration to the Project ("Material Change") shall be made without the prior written consent of the City. In addition, no Material Change to the Project shall be effective unless and until the parties have executed and delivered an appropriate amendment to this Second Amended Agreement. Notwithstanding anything to the contrary in this Section, the City recognizes that in the development of the Project, Owner shall be required, and is hereby permitted, to deviate in non-material respects from the approved description of the Project, and that any such "non-material deviation" shall not require amendment to this Second Amended Agreement or any existing City Approvals (except as set forth in the next sentence) or other approvals. Any such non-material deviations shall be approved by the City Manager or the City Manager's designee prior to Owner's implementation of the changes, provided such non-material deviations otherwise comply with the City Code and other generally applicable City requirements, and approval of any such non-material change shall not be unreasonably withheld. The City, in its reasonable discretion, shall determine whether a requested change is a Material Change.

9     DEFAULT. Either party shall be in default ("Default") under this agreement upon the occurrence of any of the events described in this Section.

9.1     Failure of a party to perform any obligation required of such party pursuant to this Second Amended Agreement within ninety (90) days after written notice of Default from the other party demanding performance of the obligation; *provided*, however, that if the nature of the obligation is such that it reasonably cannot be performed in ninety (90) days, then the party receiving the notice of Default shall not be in Default if such party commences the cure of the alleged Default within such ninety (90) day period and diligently continues the cure to completion. Any notice of Default given pursuant to this Section shall describe the obligation alleged to be in Default in reasonable detail, shall list the authority (including reference to the appropriate document(s)) pursuant to which the obligation is due, and shall not be sent until on or after the due date of the obligation.

9.2     The cure periods of this Section 9 are subject to Section 13 below (Mortgagee Protection) and shall be extended to the periods described in Section 13 for the cure of a Default if there is a Mortgage on the Property and Owner is the party alleged to be in Default.

9.3     Force Majeure. The obligations by any Party hereunder shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including, to the extent applicable, the following: war; insurrection; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; hazardous waste and the remediation thereof; geologic or hydrologic features which could not have been

discovered through reasonable diligence prior to the Effective Date; fires; acts of God; and governmental restrictions imposed or mandated by other governmental entities which could not have been foreseen prior to the Effective Date. (hereinafter "*force majeure*"). If written notice of such *force majeure* is provided to the other Party within a reasonable time, but in no case more than ten (10) days, an extension of time for such cause will be granted by the other Party for the period of the resulting delay, or longer as may be mutually agreed upon by the Parties in writing. In no event shall adverse market or financial conditions constitute an event of *force majeure* extending the time for such Party's performance hereunder. The Term of this Second Amended Agreement shall be extended by an event of *force majeure* by an amount equal to the time that the *force majeure* has prevented the Party's performance hereunder, provided the party seeking the extension has satisfied the requirements of this Section.

10 DEVELOPMENT FEES. During the Term of this Second Amended Agreement, City shall not levy or require any site-specific Development Fees with respect to the Project (i.e., Development Fees that are not of general application and are imposed only on the Property), except those which are set forth in this Second Amended Agreement and those which are in effect on the Effective Date of this Second Amended Agreement.

11 PERIODIC CITY REVIEW OF AGREEMENT COMPLIANCE. City shall review this Second Amended Agreement at least once every twelve (12) months after the Effective Date for compliance by the Owner. During each periodic review, Owner shall provide City with any information reasonably required to demonstrate Owner's compliance with this Second Amended Agreement.

12 AMENDMENT. This Second Amended Agreement may only be amended or canceled through a written instrument signed by the Parties and approved by the City Council which states that it is an amendment to or cancellation of this Second Amended Agreement, *provided*, that the City shall at all times have the right to amend or cancel this Second Amended Agreement, in whole or in part, in accordance with NRS 278.0205.

13 MORTGAGE PROTECTION. This Second Amended Agreement shall be superior and senior to any lien placed upon the Property (or any portion thereof), including, without limitation, the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Second Amended Agreement shall be binding and effective against any Person (including any Mortgagee) who acquires title to the Property (or any portion thereof) by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

13.1 Notwithstanding the foregoing provisions of this Section 13, no Mortgagee, in its capacity as Mortgagee, shall have any obligation or duty under this

Second Amended Agreement to construct or complete the construction of improvements in connection with the Project or to guaranty such construction of completion; *provided*, however, that: (i) a Mortgagee shall not be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development of the uses and improvements provided for or authorized by this Second Amended Agreement, and subject to all of the standard terms and conditions hereof, or as otherwise permitted under any of the other Effective Standards; and (ii) no Mortgagee or successor thereof shall be entitled to the rights and benefits of Owner hereunder or entitled to enforce the provisions of this Second Amended Agreement against City unless and until such Mortgagee or successor thereof becomes an assignee of Owner pursuant to the terms of this Second Amended Agreement. Any Mortgagee or successor thereof who comes into possession of the Property (or any portion thereof) pursuant to foreclosure of a Mortgage or deed of trust, deed in lieu of foreclosure, or sale in foreclosure, shall take the Property (or such portion thereof) subject to any pro rata claims for payment or charges against the Property (or such portion thereof) which accrue prior to the time such Mortgagee or successor thereof comes into possession of the Property or portion thereof.

13.2 If City receives written notice from a Mortgagee requesting a copy of any notice of Default given to Owner pursuant to this Second Amended Agreement and specifying the notice address for the Mortgagee, then City shall deliver to the Mortgagee, concurrently with notice to Owner, any notice of Default given to Owner. Each Mortgagee shall have the right (but not the obligation) to cure or remedy, on behalf of Owner, any alleged Default of Owner. Provided the Mortgagee gives prompt written notice to the City of its intent to cure, the cure period shall be equal to the cure period applicable to the Owner plus thirty (30) days and shall commence on the date the Mortgagee receives notice of the alleged Default. If the alleged Default is of a nature which can only be remedied or cured through Mortgagee obtaining possession of the Property or any portion thereof, such Mortgagee shall seek to obtain such possession with diligence, and the Owner will diligently cooperate therewith, and the Mortgagee shall thereafter remedy or cure the Default within one hundred and twenty (120) days after obtaining possession of the Property. If City fails to give the notice required by this Section, City shall be deemed to have complied with this Section if: (i) City has not done anything to impair the lien of the Mortgagee that did not receive the required notice of the Owner default; and (ii) City subsequently provides the Mortgagee in question proper notice and opportunity to cure as required by this Section. Nothing in this Section 13 shall authorize any Mortgagee to undertake or continue construction of completion of any improvements comprising the Project (beyond the extent necessary to conserve or protect improvements or construction already made) or otherwise work toward development of the Project without first becoming an assignee of Owner pursuant to this Second Amended Agreement.

14 ASSIGNMENT AND TRANSFER. Subject to the provisions of this Section, Owner shall have the right to sell, assign or otherwise transfer this Second

Amended Agreement, and all or any portion of Owner's rights, duties and obligations hereunder (collectively, a "Transfer") to any Person at any time throughout the Term with the prior approval of the City Council. To make an effective Transfer the following must occur: (i) Owner shall notify the City at least forty-five (45) days prior to the effective date of the proposed Transfer, which notice shall provide the name and contact information of the assignee; (ii) the assignee must agree, through a signed writing in a form reasonably acceptable to the City, to assume all of the Owner's remaining obligations under this Second Amended Agreement relating to the proposed Transfer; (iii) all applicable requirements of NRS 278.0201 *et seq.* must be satisfied, and (iv) the Transfer must be approved by the City Council. Once a Transfer has become effective through approval by the City Council, Owner shall be released from all obligations relating to the portion of such Owner's obligations under this Second Amended Agreement included in the Transfer.

15     COVENANTS RUNNING WITH THE LAND; EQUITABLE SERVITUDES; CC&Rs.

15.1   Subject to the terms of this Second Amended Agreement, all of the terms, conditions, covenants and provisions of this Second Amended Agreement shall be binding upon the parties and their respective successors-in-interest, shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including, without limitation, Nevada Revised Statutes, Section 278.0203. Each covenant to do or to refrain from doing some act on the Property hereunder: (i) is for the benefit of the real property comprising the Property; (ii) runs with the Property; and (iii) is binding upon and shall benefit each party and each successive owner during such owner's ownership of the Property, or any portion thereof, and each person having an interest therein derived in any manner.

15.2   All of the Special Development Standards shall be applicable and enforced during the plan review process for permits and will not be included in CCR's for the property.

16     INDEMNIFICATION. Owner shall indemnify, defend, protect and hold harmless City, its officers, agents, employees and representatives from and against any and all liability for damage or claims for damage for personal injury including death and claims for property damage relating to the Project which arise from the acts or omissions of Owner or its contractors, subcontractors, agents, employees or other representatives; *provided*, however, that the indemnification and other obligations of Owner under this Section shall not apply to the extent that the claimed damage or injury is caused by City, its officers, agents, employees or other representatives.

17     ENFORCEMENT. Throughout the Term, this Second Amended Agreement shall be enforceable by any Party, despite a change in the Effective Standards, and each Party hereby consents to and authorizes the other Party to enforce this Second Amended Agreement through an action for specific performance.

Notwithstanding the foregoing, nothing herein shall constitute a waiver of any immunities available to the City with respect to the imposition of monetary damages. The Parties agree that all acts of the City Council contemplated under this Second Amended Agreement shall be deemed legislative acts and all acts of City officials Second Amended contemplated under this Second Amended Agreement shall be deemed discretionary acts.

18     GENERAL PROVISIONS.

18.1 Further Assurances. Owner shall each promptly sign and deliver any and all additional documents and perform any and all acts reasonably necessary to perform its obligations and carry out the intent expressed in this Second Amended Agreement. Upon the request of the City at any time, the Owner shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Second Amended Agreement or to evidence or consummate the transactions contemplated by this Second Amended Agreement.

18.2 Estoppel Certificate. Any Party hereunder may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Second Amended Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Second Amended Agreement or, if in default, to describe therein the nature and amount of any such defaults. ("Estoppel Certificate"). A Party receiving a request hereunder shall execute and return such certificate within sixty (60) days following the receipt thereof. Any third party including a Mortgagee shall be entitled to rely on the Estoppel Certificate.

18.3 Notices. Any notice or other communication given hereunder ("Notice") shall be in writing and personally delivered, sent by facsimile, or sent by United States registered or certified mail or sent by a nationally recognized courier service such as Federal Express, address as follows:

IF TO CITY:	City of Elko Attn: Development Manager 1751 College Ave. Elko, NV89801
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IF TO OWNER:	Copper Trails Attn: Robert Fitzgerald, Manager PO Box 8070 Reno, NV 89507
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Delivery of any Notice shall be deemed made on the date of its actual delivery if personally delivered, and on the date indicated in the return receipt or courier's records as the date of its delivery or first attempted delivery if sent by mail or courier. Any Notice given by facsimile shall be deemed delivered when received by the facsimile machine of the receiving party if received before 5:00p.m. (Pacific Time) on the business day received; otherwise, delivery shall be deemed to have occurred on the next business day. The transmittal confirmation receipt produced by facsimile machine of the sending party shall establish a presumption that the Notice was received. Any party may change its address or facsimile number for Notice purposes by giving Notice to the other party.

18.4 Time Periods. The time periods in this Second Amended Agreement shall be computed by excluding the first and including the last day. Except as otherwise provided herein, all time periods measured by days in this Second Amended Agreement shall be measured by calendar days and, if the day in that period falls on a Saturday, Sunday or legal holiday, then the last days of the period shall be deemed to be the next following business day.

18.5 Interpretation. Each party and its counsel have reviewed and revised this Second Amended Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Second Amended Agreement or any exhibits hereto.

18.6 Severability. If any provision of this Second Amended Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Second Amended Agreement (and the affected provision to the extent it is invalidated or deemed unenforceable) shall remain valid and enforceable and in full force and effect.

18.7 No Partnership. This Second Amended Agreement shall not be construed as creating a partnership or joint venture between Owner and City or between either of them and any third party or cause either of them to be responsible in any manner for the other's or any third party's debts or obligations.

18.8 No Beneficiaries. No parties other than City and Owner and their successors and assigns shall have any rights or remedies under or by reason of this Second Amended Agreement.

18.9 No Waiver. A waiver by either party of a right or of a default by the other party is effective only if it is in writing signed by the waiving party and shall not be construed as a waiver of any other right or default.

18.10 Governing Law. This Second Amended Agreement shall be interpreted, enforced and governed under the laws of the State of Nevada. Jurisdiction and venue for any disputes arising in connection with this Second Amended Agreement or the Property shall be in the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko.

18.11 Counterparts. This Second Amended Agreement may be executed in counterparts, all of which shall constitute one instrument.

18.12 Headings. Section headings are for reference purposes only and do not affect this Second Amended Agreement.

18.13 Amendment. This Second Amended Agreement shall only be amended in the manner provided herein.

18.14 Entire Agreement Binding Effect. This Second Amended Agreement is intended by City and Owner as the final expression and the complete and exclusive statement of their agreement with respect to subject matter hereof and any prior or contemporaneous agreements or understandings, oral or written, which may contradict, explain or supplement these terms shall not be admissible or effective for any purpose.

18.15 State and Local Construction Requirements. All improvements must comply with all applicable State and Local Building Codes, Mechanical Codes, Electrical Codes, Plumbing Codes, Fire Codes and Administrative Codes for the administration of all forgoing Codes. In addition, Owner must comply with all State and Local Subdivision requirements found in NRS Chapter 278 and the Elko City Code Title 4.

IN WITNESS WHEREOF, City and Owner have executed this Second Amended Agreement as of the date first set forth above.

THE CITY OF ELKO

---

Reece Keener, Mayor

STATE OF NEVADA)

: ss.

COUNTY OF ELKO )

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
Reece Keener, Mayor of the City of Elko.

\_\_\_\_\_  
NOTARY PUBLIC

Copper Trails LLC

By: \_\_\_\_\_  
Robert Fitzgerald, Manager

STATE OF NEVADA)

: ss.

COUNTY OF ELKO )

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by Robert  
Fitzgerald, Manager,  
Copper Trails LLC .

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

**EXHIBIT A**  
**COPPER TRAILS, PHASE 2**  
**DEVELOPMENT AGREEMENT FOR COPPER TRAILS, LLC**  
November 12, 2018

A parcel of land located in Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Parcel G, as shown on the Parcel Map for Copper Trails, LLC, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 748288, more particularly described as follows:

Beginning at the most Southerly Corner of said Parcel G being Corner No. 1, the True Point of Beginning;

Thence N 48° 02' 03" W, 165.63 feet along the Southwesterly Line of said Parcel G to Corner No. 2;

Thence N 82° 17' 04" W, 35.53 feet along the said Southwesterly Line of Parcel G to Corner No. 3;

Thence N 41° 57' 57" E, 4.00 feet along the said Southwesterly Line of Parcel G to Corner No. 4;

Thence N 48° 02' 03" W, 100.00 feet along the said Southwesterly Line of Parcel G to Corner No. 5;

Thence N 46° 54' 23" W, 72.35 feet along the said Southwesterly Line of Parcel G to Corner No. 6;

Thence N 16° 43' 43" W, 151.21 feet along the said Southwesterly Line of Parcel G to Corner No. 7;

Thence N 48° 02' 02" W, 336.11 feet along the said Southwesterly Line of Parcel G to Corner No. 8;

Thence N 41° 57' 58" E, 145.00 feet to Corner No. 9;

Thence S 48° 02' 02" E, 5.35 feet to Corner No. 10;

Thence N 41° 57' 58" E, 81.81 feet to Corner No. 11;

Continued on Page 2

Continued from Page 1  
Exhibit A, Copper Trails, Phase 2  
Development Agreement  
For Copper Trails, LLC

Thence S 48° 02' 02" E, 406.00 feet to Corner No. 12;

Thence S 39° 38' 21" E, 109.17 feet to Corner No. 13;

Thence S 44° 00' 35" E, 107.26 feet to Corner No. 14;

Thence S 48° 02' 31" E, 66.45 feet to Corner No. 15;

Thence N 42° 00' 02" E, 28.17 feet to Corner No. 16;

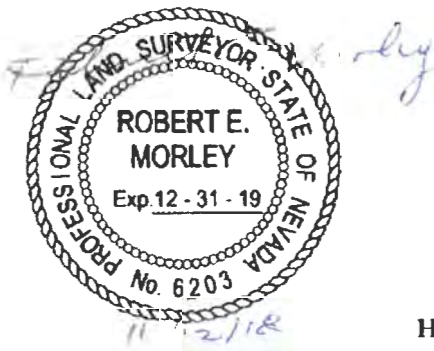
Thence from a tangent bearing N 42° 00' 02" E, on a curve to the left with a radius of 75.00 feet, through a central angle of 20° 42' 33", for an arc length of 27.11 feet to Corner No. 17;

Thence S 68° 42' 31" E, 50.00 feet to Corner No. 18;

Thence S 68° 45' 41" E, 104.89 feet to Corner No. 19, a point being on the Southeasterly Line of said Parcel G, also being on the Northwesterly Right of Way of Copper Street;

Thence S 42° 00' 02" W, 376.81 feet along the said Southeasterly Line of Parcel G and also along the said Northwesterly Right of Way of Copper Street to Corner No. 1, the point of beginning, containing 5.139 acres, more or less.

Reference is hereby made to Exhibit B, Map to Accompany Copper Trails, Phase 2 Development Agreement for Copper Trails, LLC, attached hereto and made a part hereof.



**EXHIBIT B**

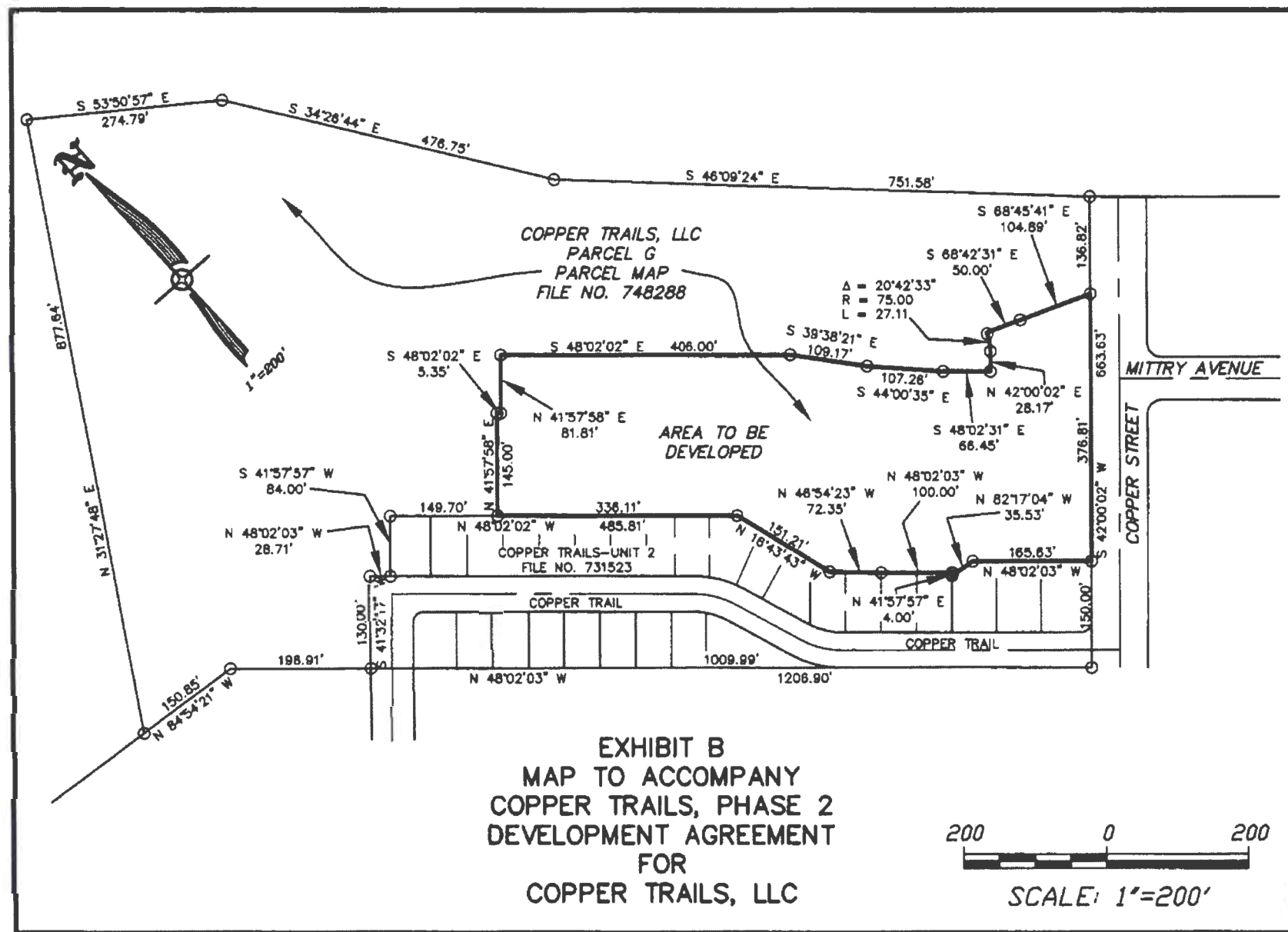


EXHIBIT C

# EXHIBIT C

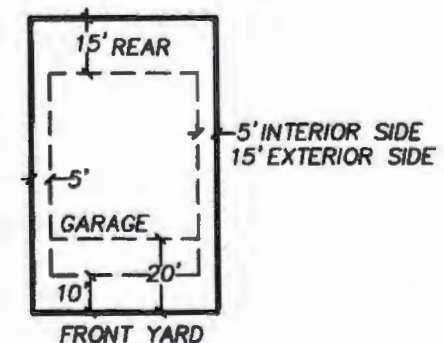


LOT WIDTH

PHASE	40'	%	50'	%	57'	%	60'	%	68'	%	TOTAL
1	2	7.4%	19	70.4%	0	0.0%	5	18.5%	1	3.7%	27
2	0	0.0%	16	55.2%	9	31.0%	1	3.5%	3	10.3%	29
3	0	0.0%	8	40.0%	1	5.0%	4	20.0%	7	35.0%	20
4	0	0.0%	11	33.3%	13	39.4%	3	9.1%	6	18.2%	33
5	0	0.0%	9	42.8%	5	23.8%	1	4.8%	6	28.6%	21
TOTAL	2	1.5%	63	48.5%	28	21.5%	14	10.8%	23	17.7%	130

NOTE: THE MINIMUM LOT DEPTH IS 80' WITH ADDITIONAL DEPTH FOR REAR YARD SLOPES WHERE APPLICABLE.

ALL PROPOSED RIGHT OF WAYS ARE 50 FEET  
ALL PROPOSED STREETS ARE LOCAL RESIDENTIAL



TYP. LOT SETBACKS

**EXHIBIT D**

## **Exhibit D**

### **Second Amended Development Agreement Special Development Standards**

The Development Standards required under the Single Family Residential District (R1) apply unless specifically addressed below:

#### **1. Lots**

Minimum lot size shall be 40 feet wide by 80 feet deep.

No lots shall be merged or consolidated.

Boundary line adjustment will not be allowed.

#### **2. Setbacks for Principal Buildings**

Front Yard Setback: 10 feet

Side Yard Setback: 5 feet.

Rear Yard Setback: 15 feet

Garage Setback: 20 feet

Patio covers, raised decks or similar features: 10 feet

#### **3. Minimum useable Floor Area**

1200 square feet

#### **4. Fencing**

Front yard fences, walls or hedges are prohibited.

Open view fencing is required along any property line that abuts current or planned open space.

#### **5. Exteriors**

All exterior finishes shall be brick, stucco, rock or Louisiana-Pacific Smartside® engineered products or equivalent. Where Smartside® siding is the primary exterior finish; a brick or rock treatment shall be incorporated into the front elevation.

All exterior colors shall be of an earth tone and shall blend with the neighborhood.

All roof finish materials shall be tile or architectural grade asphalt shingle with a minimum 30 year warranty.

#### **6. Parking**

Each home shall have a standard two car garage minimum.

#### **7. Placement of Principal Buildings**

Where possible, principal buildings will be off center providing for a wider side yard for greater access to rear yard.

## **Exhibit D (cont.)**

### **Second Amended Development Agreement Special Development Standards**

#### **Placement of principal Buildings (cont.)**

Placement of all future principal buildings up-gradient of the proposed eight-mile drainage easement, as shown on Exhibit B, will have the bottom of the finished floor elevation set two (2) feet higher than the back of curb elevation as measured at the front lot line adjacent to the street of record.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a petition for the vacation of 5' of the existing 10' public utility and drainage easement along the southwesterly lot line, parcel referred to as APN 001-61J-028, filed by Koinonia Construction and processed as Vacation No. 4-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant has requested a vacation of half of the existing easement due to the irregularity of the parcel shape and setbacks requirements. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application, map, and Staff memo**
9. Recommended Motion: **Accept the petition for vacation and direct Staff to commence the vacation process by referring the matter to the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Koinonia Construction LLC  
207 Brookwood Drive  
Elko, NV 89801**

**Carter Engineering**  
[lanacarter@live.com](mailto:lanacarter@live.com)



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

## **CITY OF ELKO STAFF REPORT**

<b>CITY COUNCIL PETITION DATE:</b>	<b>December 18, 2018</b>
<b>PLANNING COMMISSION DATE:</b>	<b>January 3, 2019</b>
<b>APPLICATION NUMBER:</b>	<b>Vacation 4-18</b>
<b>APPLICANT:</b>	<b>Koinonia Construction</b>
<b>PROJECT DESCRIPTION:</b>	<b>APN 001-61J-028</b>

An application to vacate 5' of the 10' wide existing public easement located on the southwesterly lot line.



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-61J-028

**PARCEL SIZE:** 6,434 square feet

**EXISTING ZONING:** (R1) Single Family Residential

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

**EXISTING LAND USE:** Undeveloped, Copper Trails Unit 2 Subdivision

### **BACKGROUND:**

1. The parcel was created with approval of Final Map for the Copper Trail Unit 2 Subdivision as approved and recorded October 11, 2017, File No. 731523.
2. The parcel is an irregular shaped parcel.
3. A 10' Public Utility Easement was created along all rear lot lines on the Final Map, a 5' easement along all interior lot lines and 7.5' easement along the front lot line. As defined in Elko City Code 3-2-2, the lot line parallel to the easement, would not be considered a rear lot line as it develops because of the irregular shaped lot and instead it would be considered an interior side yard lot line. Interior side yard lot line easements are normally 5' in width which the applicant is proposing to leave remaining in the existing easement.
4. The surrounding area is partially developed with residential land use.
5. The total area being considered for vacation is approximately 592 SF.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: R1- Residential / Developed  
East: R1- Residential / Developed  
South: R- Residential / Developed  
West: R1- Residential / Developed

### **PROPERTY CHARACTERISTICS:**

The property is currently undeveloped.  
The property can be accessed from Copper Trail

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

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive  
City of Elko Master Plan – Land Use Component  
City of Elko Master Plan – Transportation Component  
City of Elko Redevelopment Plan  
City of Elko Code – Section 3-2-5 Residential Zoning Districts

City of Elko Code – Section 8-7 Street Vacation Procedures

**MASTER PLAN – Land Use:**

1. The Master Plan Land Use Atlas shows a portion of the area as Medium Density Residential.
2. R1- Single Family Residential Zoning District is listed as a corresponding zoning district for Medium Density

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

**MASTER PLAN - Transportation:**

1. The area will be accessed from Copper Trail.
2. The vacation does not affect the existing right-of-way.

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

**REDEVELOPMENT PLAN**

- The area is located outside the Redevelopment Area.

**FINDINGS**

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

**STAFF RECOMMENDATION:**

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



## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

**APPLICANT(s):** Koinonia Construction

**MAILING ADDRESS:** 207 Brookwood Drive, Elko, NV 89801

**PHONE NO (Home)** \_\_\_\_\_ **(Business)** 775-777-5853

**NAME OF PROPERTY OWNER (If different):** Copper Trails LLC

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

**MAILING ADDRESS:** P.O. Box 8070, Reno, NV 89507-8070

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

**ASSESSOR'S PARCEL NO.:** 001-61J-028 **Address** 2767 Copper Trail

**Lot(s), Block(s), & Subdivision** Subdivision "Copper Trails", Phase 1, Unit 2, Lot 26

**Or Parcel(s) & File No.** \_\_\_\_\_

#### FILING REQUIREMENTS:

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

**Fee:** A \$600.00 non-refundable fee.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

**Legal Description:** A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

RECEIVED

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

Koinonia Construction

(Name)

2973 Copper Trail

(Address)

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

Monte Carlo Associates LLC

(Name)

505 Copper Street

(Address)

1. Describe the nature of the request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use additional pages if necessary

**This area intentionally left blank**

**By My Signature below:**

- ☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.
- ☒ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not effect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- ☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- ☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

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

**Mailing Address** 207 Brookwood Drive  
Street Address or P.O. Box  
Elko, NV 89801  
City, State, Zip Code

Phone Number: 775-777-5853

Email address: elkoluke@gmail.com

**SIGNATURE:** 

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**FOR OFFICE USE ONLY**

**File No.:** 4-18 **Date Filed:** 12/10/18 **Fee Paid:** \$600 CX# 4932

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**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration of a request from Ms. Callie Tregidga to hold the “Relay for Life” Event in the Elko Main City Park (area 10) on May 18<sup>th</sup> and 19<sup>th</sup>, 2019, including the extension of the curfew from 11:00 P.M. on May 18<sup>th</sup> until 8:00 A.M. on May 19<sup>th</sup> and authorization to park one (1) RV Trailer overnight, and matter related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018 Special Session**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **A letter from Callie Tregidga, Director of Operations, Hilton Garden Inn, has been placed in your packet for your review. 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 Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**From:** Callie Tregidga <[Callie.Tregidga@Hilton.com](mailto:Callie.Tregidga@Hilton.com)>

**Sent:** Wednesday, December 05, 2018 1:36 PM

**To:** Kim Wilkinson <[kwilkinson@elkocitynv.gov](mailto:kwilkinson@elkocitynv.gov)>

**Cc:** Angela West <[awest@roi-mca.com](mailto:awest@roi-mca.com)>

**Subject:** Relay For Life

Hi Kim,

We would like to move Relay for Life to the Elko City Park area 10. We would like to ask to go past closing, which is 11pm and end at 8am. We would be playing music throughout the night as well. We would also like to ask permission to park 1 RV trailer overnight.

Kind Regards,

*Callie Tregidga*

Director of Operations

775-777-1200

[Callie.tregidga@hilton.com](mailto:Callie.tregidga@hilton.com)

Hilton Garden Inn

**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Sartini Gaming LLC / Sean T. Higgins, DBA Gold Bar, located at 3600 West Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Sartini Gaming LLC / Sean T. Higgins, DBA Gold Bar, located at 3600 West Idaho Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ben Reed, Jr.**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Sean T. Higgins**  
    **6595 S Jones Blvd**  
    **Las Vegas, NV 89118**  
    [shiggins@goldenent.com](mailto:shiggins@goldenent.com)



## ELKO POLICE DEPARTMENT

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Ben Reed, Jr.  
Police Chief

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

DATE: December 11, 2018

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief *BR*

SUBJECT: Retail Liquor License Application in the name of Gold Bar, located at 3600 West Idaho Street, Elko, Nevada 89801

On October 30, 2018, Sean T. Higgins made application for a Retail Liquor License in the name of Gold Bar, located at the above address.

Mr. Higgins has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License Application in the name of Gold Bar, located at 3600 West Idaho Street, Elko, Nevada 89801.

BR/tle

CC: Mayor Chris Johnson

**Elko City Council  
Agenda Action Sheet**

1. Title: **First reading for Ordinance 837, an Amendment to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution," and matters related thereto." FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **Council initiated Staff to make changes to City Code Title 4, Chapter 9, "Prostitution," as well as to complete a business impact statement on October 23, 2018. On December 11, 2018 council determined there was a direct and significant impact to businesses due to the proposed rule fee structure (pursuant to NRS 237.080). Furthermore, council approved the business impact statement subject to the proposed fee structure being changed to \$5000 per applicant for the application, \$6500 for a new license, and \$6500 for an annual renewal of the brothel license. Today is the first reading of the ordinance. If council approves first reading, the next meeting will include the second reading of the ordinance as well as the resolution outlining the revised fee structure. KW**
6. Budget Information: **N/A**  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **See above**
8. Supplemental Agenda Information: **Ordinance No. 837**
9. Recommended Motion: **Approve Ordinance No. 837, amendment to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution 1", initiate the business impact statement process, and then refer the matter for second reading.**
10. Prepared By: **Kelly Wooldridge, City Clerk; Chief Ben Reed**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO  
ORDINANCE NO. 835

AN ORDINANCE AMENDING TITLE 4, CHAPTER 9, OF THE ELKO CITY CODE ENTITLED  
"PROSTITUTION 4" BY ADDING NEW LANGUAGE AND CLARIFYING MATTERS  
RELATED THERETO.

**WHEREAS**, the City of Elko desires to amend the City Code to provide clarification regarding the requirements applicable to the privilege license needed to operate a house of prostitution;

**WHEREAS**, the City Council desires to enact this ordinance amending and adding sections to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution," clarifying certain provisions and incorporating various requirements set forth in the Nevada Revised Statutes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO DOES ORDAIN:**

*For amendment purposes, words in bolded italics and underlined is new language; words crossed-out are material to be omitted.*

Section 1: Title 4, Chapter 9, is hereby added to read as follows:

**BROTHELS**

4-9-1: PRIVILEGE LICENSE:

4-9-2: PROSTITUTION NOT AN OFFENSE OR NUISANCE:

4-9-3: UNLAWFUL UNDER CERTAIN CONDITIONS:

4-9-4: DEFINITIONS:

4-9-5: LICENSING AND CONTROL BOARD CREATED:

4-9-6: LICENSE APPLICATION, CONTENTS:

4-9-7: LICENSE APPLICATION, FILING AND INVESTIGATION:

4-9-8: LICENSE RESTRICTIONS:

4-9-9: BOARD MAY IMPOSE OTHER RESTRICTIONS; 4-9-10: ZONING:

4-9-11: LICENSE ISSUANCE:

4-9-12: LICENSE FEES:

4-9-13: WORK PERMIT REGISTRATION REQUIREMENTS:

4-9-14: MEDICAL EXAMINATION REQUIRED OF ALL SEX WORKERS:

4-9-15: GENERAL PROVISIONS:

4-9-16: REVOCATION OF LICENSES:

4-9-17: EXCEPTION TO HEARING PROCEDURE (EMERGENCY SUSPENSION OF BROTHEL LICENSE):

4-9-18: LICENSE NOT TRANSFERABLE:

4-9-19: DEATH OR RESIGNATION OF PERSON LISTED ON LICENSE:

4-9-20: CRIMINAL PENALTY:

4-9-21: SEPARABILITY:

#### 4-9-1: PRIVILEGE LICENSE:

No applicant for a license under this chapter or other matter requiring affirmative Board approval in order to operate a brothel has any right to the license or the granting of the approval sought. Any license issued or other Board approval granted pursuant to the provisions of this chapter is a revocable privilege and no holder, licensee or other recipient of the license or approval acquires any vested right therein or thereunder.

#### 4-9-2: PROSTITUTION NOT AN OFFENSE OR NUISANCE:

The operation of a brothel or house of prostitution within the city in accordance with the provisions of this chapter does not constitute a public nuisance or an offense to public decency.

#### 4-9-3: UNLAWFUL UNDER CERTAIN CONDITIONS:

A. It is unlawful for any person, firm or corporation to engage in prostitution, or keep, own or operate a brothel or house of prostitution of any description within the city, except as provided in this chapter.

B. It is unlawful for any owner, operator, bartender, manager or other employee of a licensed brothel to allow any person to practice prostitution or to solicit business for a sex worker or to procure any person for the purpose of prostitution within the city, except within the premises of a licensed brothel and within the boundaries of the restricted commercial district as set forth in the city zoning code. There will be no "out dates;" accordingly, sex workers shall not be hired from a brothel for the purpose of prostitution to accompany a customer outside the brothel at which the sex worker is employed. All soliciting of prostitution and acts of prostitution must take place inside the premises of a licensed brothel.

C. In the trial of any case arising under the provisions of subsection A or B of this section, evidence of general reputation shall be relevant and admissible evidence as to the question of the ill fame of any brothel and to the question of the ill fame of any person alleged to be practicing prostitution.

#### 4-9-4: DEFINITIONS:

As used in this chapter, the following words will be defined as follows:

APPLICANT: Any person applying to the Board for a license under the provision of this chapter, together with all persons listed in subsections 4-9-6A and B of this chapter.

BOARD: The city council of the city of Elko.

BROTHEL: A business that offers or provides prostitution.

Brothel Worker – Any person employed by a brothel working and/or residing at a house of prostitution not classified as a bartender or sex worker.

CITY CLERK: The city clerk of the city of Elko.

**EMPLOYED: Hired as an employee or independent contractor.**

HOUSE OF PROSTITUTION: Any building **or other structure** in which **prostitution is offered or provided, to include a house of ill fame or bawdy house.**

**LICENSEE: A person to whom a license has been issued under this chapter.**

**LICENSE FEE: Any money required in accordance with this chapter to be paid to the city to obtain, amend or renew a license under this chapter.**

**PERSON: A natural person, any form of business or social organization and any other nongovernmental legal entity including, but not limited to, a corporation, partnership, association, trust or unincorporated organization. The term does not include a government, governmental agency or political subdivision of a government.**

POLICE: The police **chief** of the city of Elko.

**PROSTITUTION: Engaging in sexual conduct with another natural person in return for a fee, monetary consideration or other thing of value.**

**SEX WORKER: A natural person who for a fee, monetary consideration or other thing of value engages in sexual intercourse, oral-genital contact or any touching of the sexual organs or other intimate parts of a person for the purpose of arousing or gratifying the sexual desire of either person..**

WORK CARD OR WORK PERMIT: A permit issued by the police to applicants who meet the requirements of this chapter permitting the applicant to perform work authorized by this chapter.

#### **4-9-5: LICENSING AND CONTROL BOARD CREATED:**

- A. City Council Designated: The city council, **referred to herein as the "Board,"** shall act as a prostitution licensing and control board.
- B. Duty: It shall be the duty of the **Board** to carry out **and enforce the** provisions of this chapter.
- C. **The Board, by resolution, shall promulgate a schedule of the fees required by this title.**  
**The schedule of fees may be amended from time-to-time by resolution of the Board.**
- D. Powers: Powers of the **Board** shall include, but shall not be limited to, the power to:
1. Receive all license applications submitted under the provisions of this chapter;
  2. Investigate all applicants for a license under the provisions of this chapter;
  3. Grant or refuse to grant the license provided for in this chapter;
  4. Receive complaints concerning alleged violations of this chapter;

5. Revoke or temporarily suspend or place restrictions and conditions on licenses issued under the terms of this chapter;
6. Place licensees on probation;
7. Exercise any proper power and authority necessary to perform its duties pursuant to this chapter; and
8. Hear appeals from decisions of the police.
9. The powers of the Board enumerated above are not exclusive and shall not be interpreted in such a manner as to limit any other powers that the Board may otherwise possess.

#### 4-9-6: LICENSE APPLICATION, CONTENTS:

Any person desiring to own or operate a brothel within the city (individually or collectively referred to as the "applicant" or "applicants") shall first apply to the Board for a brothel license. The license application shall satisfy the following requirements and contain the following information about the owner, the operator and any person who will act on behalf of the owner or operator as a manager or other agent with management authority, together with all other information identified in each subsection pertaining to the brothel and the house of prostitution:

- A. Names, ages and addresses of all persons who have or will have any financial interest in the brothel or house of prostitution, including the owner of the real property if the real property is leased to the owner or operator of the brothel; provided, in the event the person having the financial interest in the brothel or house of prostitution is a corporation, limited liability company or other business association, only persons having an ownership interest of one-third or more in the corporation, limited liability company or other business association shall be identified on the application;
- B. Names, ages and addresses of persons who are or will be personally responsible for the conduct and management of the brothel;
- C. A recent photograph and complete set of fingerprints of all persons listed in subsections A and B of this section;
- D. Names and addresses of all other businesses in which the applicant has any financial interest, including the type of such business and the nature of the applicant's interest;
- E. Names and addresses of all employers of the applicant for the preceding ten ~~[five (5) years;]~~ 10 years;
- F. All of the applicant's addresses for the preceding ten ~~[five (5) years;]~~ 10 years;
- G. A list of all prior convictions of the applicant for any crime, excluding minor traffic violations, which list shall include a statement of the offense, the place of its occurrence, the date of its occurrence, and the disposition of the case;

- H. A complete and accurate financial statement of the applicant, together with an audit of the applicant's finances conducted by a licensed certified public accountant;
- I. The street address of the property upon which the proposed brothel is to be operated, together with copies of all deeds, mortgages, deeds of trusts, liens or other encumbrances, leasehold interests, or other interests in or relating to the house of prostitution;
- J. Names, ages and addresses of all persons with leasehold interests in the house of prostitution;
- K. The business history of the applicant with respect to brothels and houses of prostitution, to include prior or concurrent ownership, management, employment or any other legal relationship the applicant has or has had with a brothel or house of prostitution;
- L. Whether the applicant, in previously operating any business at any location in the United States, has had a business license or privilege license revoked or suspended and, if so, the reason(s) therefor and a description of the business activity or occupation that was subject to the suspension or revocation;
- M. Any information needed to update or correct any information required by this chapter that is already on file with the city;
- N. Any other information reasonably deemed necessary or useful by the Board.

All information required under this section shall, upon enactment of this ordinance and thereafter, be promptly updated and corrected by the applicant whenever necessary to ensure that all such information on file with the city is current and accurate.

#### 4-9-7: LICENSE APPLICATION, FILING AND INVESTIGATION:

- A. Filing; Investigation Fee: All license applications submitted under the provisions of this chapter shall be filed with the city clerk, ~~{along with a nonrefundable two thousand five hundred dollar (\$2,500.00) investigation fee. If the actual total cost of investigating any license application exceeds two thousand five hundred dollars (\$2,500.00) the applicant shall be responsible for and pay the city the amount in excess of two thousand five hundred dollars (\$2,500.00).}~~ along with a non-refundable fee in an amount set by resolution of the Board.
- B. Investigation: Upon presentation of any license application to the city clerk, the city clerk shall refer such application to the police for investigation. The police shall conduct a full investigation of all information contained in the license application, which investigation shall include, but shall not be limited to, the following:
  - 1. A complete review of all records of the Federal Bureau of Investigation and any other appropriate governmental organization concerning the criminal record of any applicant;

2. A personal interview with each applicant;
  3. An interview, either personal or by mail, with all employers of the applicant and business associates of the applicant, as shown in the license application;
  4. An examination of the financial statement and financial background of the applicant; and
  5. Any other investigation reasonably deemed necessary by the police.
- C. Report of Investigation Results: ~~[Within thirty (30) days]~~ The police shall report the results of the foregoing investigation in writing to the Board, which report shall include, but shall not be limited to, the following:
1. A complete statement of the results of all portions of the investigation;
  2. A list of any errors or omissions found in the application;
  3. An evaluation of the personal qualifications, and financial status and background of the applicant.
- D. Board Action: Within thirty (30) days after receiving the foregoing police report, the Board may:
1. Refer the application back to the police for additional investigation;
  2. Require a personal interview with the applicant;
  3. Require the applicant to submit additional information relative to the application; and/or
  4. Grant, conditionally grant or refuse to grant a license under the provisions of this chapter.
- E. Refusal to Grant License: The Board may refuse to grant a license to any applicant based on a determination that the applicant or the application fails to satisfy any of the requirements of this chapter, or because granting the application would not be in the best interest of public health, safety or welfare. The Board may take into consideration any recommendation provided by the police in refusing to grant a license to an applicant.
- F. Revocation or Suspension of License. The Board may permanently revoke, or temporarily or conditionally suspend a license issued under this chapter; provided, the revocation or suspension shall be for cause; further provided, the revocation or suspension shall be made by the Board following a public hearing conducted in accordance with this chapter; further provided, in the event a license is revoked or suspended, the licensee or former licensee shall not be entitled to a refund of any money previously paid to the city for or in anticipation of issuance of the license.
- G. The following shall, without limitation, constitute grounds for refusal to grant a license to an applicant, or revocation or suspension of a license by the Board:

1. The applicant/licensee or the applicant's/licensee's spouse or any other individual listed on the application that would have any interest in the brothel, has been convicted of a felony;
  2. The applicant/licensee is financially insolvent or is inadequately financed;
  3. The applicant/licensee has a history of financial instability;
  4. The applicant/licensee has willfully omitted or incorrectly stated any material fact in the license application;
  5. The applicant/licensee has a financial interest in or is associated with a business that is illegal where the business is located;
  6. licensee would be contrary to the health, welfare or safety of the city or its residents;
  7. The house of prostitution is not in the correct zoning district;
  8. The applicant/licensee has one or more business relationships with persons who would be denied a license for reasons other than financial instability or insolvency.
  9. The applicant/licensee is a foreign business association that is not properly registered with the Nevada Secretary of State.
  10. The applicant/licensee is a Nevada business association that is not in active status with the Nevada Secretary of State.
  11. The applicant/licensee intends to utilize a manager or other agent to operate the brothel when the owner is not present and the manager or other agent would not qualify for a license under this chapter.
  12. A person who would not qualify for a license under this chapter has an ownership or possessory interest in the brothel or house of prostitution.
  13. The maximum number of brothels permitted under this chapter has been reached.
- H. Resubmittal; Time Limit: Upon denying any application for a license under the provisions of this chapter, the applicant shall have thirty (30) days within which to cure any defect in the application, and such application may be again submitted to the Board for reconsideration within thirty (30) days after such denial.

#### **4-9-8: LICENSE RESTRICTIONS:**

Every license issued under the provisions of this chapter shall have the following restrictions:

- A. Violations Not Permitted: No operation may be conducted in violation of any applicable city, county, state or federal ordinance, statute or regulation.

B. Maximum Number Permitted: The maximum number of brothels permitted within the city limits is ~~five (5)~~ four (4).

#### 4-9-9: BOARD MAY IMPOSE OTHER RESTRICTIONS:

The Board may, in its discretion and to promote the health, safety and welfare of the people of the city, and to promote the orderly conduct of the operation, impose additional restrictions, including, but not limited to, the following:

- A. Limitation on the number of sex workers that may be working in a brothel;
- B. Limitation on the type, signing and size of building in which a brothel may be operated;
- C. The Board may impose restrictions pursuant to this section prior to, during or after issuance of license;
- D. The police may issue procedural rules for the purpose of administering this chapter. All such rules shall be distributed to affected applicants and licensees prior to implementation. Rules issued by the police pursuant to this section shall be consistent with this chapter, must be approved by the Board before going into effect, and may be rescinded by the Board at any time.

#### 4-9-10: ZONING:

No license shall be issued without the prospective licensee first obtaining proper zoning for the proposed house of prostitution.

#### 4-9-11: LICENSE ISSUANCE:

- A. Content of License: Upon approval of all applications associated with a brothel, the Board shall issue a license for the brothel to the applicant, which license shall state:
  - 1. The name and address or location of the brothel;
  - 2. Any restrictions or limitations imposed by the Board under section 4-9-9 of this chapter;
  - 3. The date of issuance of the license;
  - 4. The date of expiration of the license.
- B. Term of License: All licenses shall be issued for a term of no more than one (1) year, commencing on January 1 of the year the application was approved or the date of approval, whichever is later, and continuing thereafter until January 1 of the following year.
- C. Renewal: No later than thirty (30) days before the expiration date of any license, in the event the licensee seeks to continue to operate the brothel for an additional year after the term, the licensee shall apply to the city clerk, on forms provided by the city, for a renewal.

The city clerk shall forthwith notify the police that a renewal application has been filed, and if any written complaint regarding the brothel shall have been received during that current license period, the police may cause the renewal application to be placed on the agenda of the next Board meeting, at which meeting the Board shall either renew or deny the license. If placed on the agenda, the Board shall conduct a hearing, and may summon witnesses, interview the licensee, interview any complainant, require additional investigation by the police, or do any and all other acts which the Board deems necessary or appropriate for its determination. If no such complaints have been received, the city clerk shall issue the renewed license upon compliance with and subject to the provisions of this chapter.

D. Failure to Renew: Failure of any licensee to apply for a renewal in the manner required by subsection C of this section shall be grounds for the Board to revoke the license at its first regular meeting in January. Any license thus revoked may be reinstated only upon compliance by the licensee with all requirements of this chapter applicable to original license applications.

E. Changes in Ownership: In the event a brothel is owned by a business association, the business association shall not acquire a new owner unless:

1. The licensee furnishes to the police a list of all proposed persons who desire to acquire an interest in the brothel.
2. The Board approves the new owner(s) in accordance with the same substantive and procedural requirements applicable to new license applicants; and
3. The brothel pays a nonrefundable investigation fee in an amount set by resolution of the Board.

#### 4-9-12: LICENSE FEES:

- A. Required: Every licensee shall pay a fee set by resolution of the Board for the privilege of operating a brothel in the city. The fee shall be paid annually or semiannually, as determined by resolution of the Board.
- B. Timing of Payment; Due Date; Termination: The licensee fee shall be submitted with the annual renewal application form, which shall be due on or before December 15 of each year during the term of the license. The failure of a licensee to submit a complete application and license fee in the proper amount on or before December 15 shall result in the termination of the license at the end of the current term.
- C. Fee Increases: The license fee may be increased from time-to-time by resolution of the Board.
- D. Partial Years; Timing of Payment; Fee Amounts: The amount of the license fee for a license granted for a portion of a calendar year which becomes effective on or before June 30 of that year shall be the amount required for a full year. The amount of the license fee for a license that becomes effective after June 30 shall be one-half of the amount required for a full year.

#### 4-9-13: WORK PERMIT REGISTRATION REQUIREMENTS:

- A. Permit Required: It is unlawful for any person to work as a sex worker, bartender or manager at a brothel, or for any employee, independent contractor or agent of the brothel, to reside on the premises of a licensed house of prostitution, unless such person is the holder of a valid current work permit issued by the police in accordance with this chapter.
- B. Registration: Every sex worker, bartender, manager or employee working and/or residing on the premises of a licensed house of prostitution shall be registered with the police on a form provided by the police, referred to herein as a "work card," which shall include:
1. The name, age, address, physical description and current picture identification of the applicant, together with a certified copy of the person's birth certificate;
  2. A full set of fingerprints of the person, which shall be updated every six (6) years;
  3. All street and mailing address(es) of the person;
  5. Complete criminal record of the person, including all convictions, except minor traffic violations, which record shall include a list with a statement of each offense, and for each offense, the place of its occurrence, the date of its occurrence, its severity and its disposition;
  6. The work card application for a sex worker must be accompanied by either an application fee in an amount set by resolution by the Board or an annual renewal or revision fee in an amount set by resolution by the Board;
  7. The work card application for a person who is not a sex worker must be accompanied by an application fee in amount equal to the fee required to obtain a bar employee work permit under title 5, chapter 11 of this code;
  8. The work card shall be renewed annually.
  9. A work card for a sex worker must be renewed each time the sex worker commences work at a different brothel within the city.
- C. Investigation: The police shall investigate, through all available means, the accuracy of all information supplied by any applicant on the registration form.
- D. Prohibited Employees: No person may work as a sex worker or bartender, manager, or an as employee, independent contractor or other agent who resides on the premises of a licensed house of prostitution, who:
1. Has been convicted of the possession, use, sale or furnishing of any narcotic, hallucinogenic or dangerous drug within the past five (5) years;
  2. Is on probation resulting from a conviction of a felony;

3. Has been convicted of any crime involving theft, embezzlement or misappropriation of funds within the past five (5) years;
4. Has been convicted of any crime involving violence or the use of any deadly or dangerous weapon within the past five (5) years;
5. Has been convicted of any crime involving the illegal use of firearms within the past five (5) years;
6. Has willfully made any false statement or omission in the registration form required by subsection B of this section; or
7. Is a person under twenty-one (21) years of age.

E. Denial or Revocation Authority: The police may deny or revoke the work permit of a sex worker or of a bartender, manager, or of an employee, independent contractor or other agent who resides on the premises of a house of prostitution, who does not qualify under this section or who is found to be violating this code or state law. The person whose work card has been denied or revoked may file an appeal to the Board within thirty (30) calendar days from the date in which the work card was denied or revoked.

F. Card Requirements; Restrictions:

1. Each sex worker, bartender, manager, and each employee, independent contractor or other agent who resides on the premises of a house of prostitution, shall file and maintain a current work card with the operator of the brothel before commencing work at the brothel. No work card shall be transferable. All work card shall state the name of the licensed brothel where the work card holder works. No sex worker shall change his or her place of work from one brothel to another without first notifying the police of the proposed change and obtaining a revised work card.
2. No person may possess more than one work card at a time or work for more than one brothel at a time.

G. Security Requirements/Inspections for Brothels:

1. A brothel may be operated with business entrance and exit doors that are either locked or unlocked. If the brothel elects to keep the business entrance and exit doors unlocked, they must remain unlocked at all times during posted business hours and the business hours must be posted on the entrance door. Upon complying with these conditions, the brothel need not provide keys to the police chief. If the brothel elects to keep the business entrance and exit doors locked during business hours, the owner or manager shall provide the police keys to all entrance and exit doors of the brothel. If door locks are changed, then current keys must be immediately provided to the police.
2. a. A brothel license granted pursuant to section 4-9-1 of this chapter is a revocable privilege. By applying for and receiving a brothel license, a person thereby gives consent and authorizes the police, or any other authorized representative of the city to enter the brothel business premises or any part of the house of prostitution under

the control of the licensee and the principal office of the brothel at any time during brothel business hours for the purpose of examining the premises or the books of account of the brothel to ascertain the truth or veracity of statements made on the brothel license application and to verify that the licensee and the brothel are in compliance with requirements of the license, this code and state law.

b. The person in charge of a licensed brothel shall cooperate with the State Board of Health or any other agency with jurisdiction during:

(1) Any investigation into the circumstances or cause of a case or suspected case, or of an outbreak or suspected outbreak of an infectious, contagious or communicable disease;

(2) The carrying out of measures for the prevention, suppression or control of an infectious, contagious or communicable disease, including procedures of exclusion, isolation and quarantine; and

c. The failure of an owner, manager, employee, independent contractor or agent of a brothel to cooperate with an inspection authorized by this section:

(1) shall be grounds for the revocation or suspension of the brothel license; and

(2) shall be punishable as a misdemeanor as provided in section 1-3-1 of this code.

#### **4-9-14: MEDICAL EXAMINATION REQUIRED OF ALL SEX WORKERS:**

A. Examination Requirements: Every licensee shall ensure that the requirements of the State Board of Health or any other agency with jurisdiction are satisfied and that all medical examinations required by state statutes and regulations, this code and the license, are undergone by all sex workers working at the brothel. The foregoing medical examinations shall:

1. Be performed at least once a week. Medical examinations must be completed and the examination results made available to the police by each Friday of the week prior to medical exam record checks being conducted by the police department;
2. Be performed by or under the supervision of a physician or doctor of osteopathy duly licensed to practice medicine in this state;
3. Include all tests specified by the State Board of Health for the detection and diagnosis of sexually transmitted diseases including, but not limited to, weekly tests for gonorrhea and chlamydia; and a monthly blood test for syphilis and human immunodeficiency virus (HIV), which tests shall be processed at a licensed and approved clinical laboratory;
4. Include monthly tests approved by the State Board of Health for the detection of HIV. Appropriate specimens are to be submitted to and processed at a licensed and approved medical laboratory;

5. Include other medically approved tests deemed advisable by the physician or doctor of osteopathy for determining whether the sex worker is afflicted with any infectious, communicable or contagious disease;
  6. Be performed at the location of the licensed operation, at the physician's office, at a hospital or clinic, as determined by the physician;
  7. Have all samples and specimens submitted to a state licensed and approved medical laboratory for testing, with all tests performed and reported in accordance with NAC 441A.800 et seq. and all other applicable state requirements; provided, without limitation, no person may work as a sex worker at a brothel if such test results show the presence of chlamydia, syphilis, gonorrhea or the antibody to the human immunodeficiency virus.;
  8. a. Sex workers who have registered with the police department but are awaiting the required test results may reside at the house of prostitution. The owner and the manager shall ensure that all sex workers awaiting test results and residing at the house of prostitution remain off the floor, which includes the bar area, and that such sex workers do not engage in any type of sexual activity until such test results have been received from the physician or doctor of osteopathy who performed the examination;
  - b. If any sex worker's test results are positive for an infectious, contagious or communicable disease, the sex worker must be pulled off the brothel floor immediately and the sex worker's work card turned over to the police department. The sex worker must wait at the house of prostitution until the State Board of Health notifies the city that it has contacted the sex worker. Once contact by the State Board of Health with the sex worker has taken place, nothing in this chapter shall prohibit the sex worker from leaving the premises of the house of prostitution. If the sex worker chooses to remain at the house of prostitution, the sex worker must remain off the floor, which includes the bar area, and not engage in any type of sexual activity until a clearance to return to work has been communicated to the police department by the physician or doctor of osteopathy who performed the examination. If the owner is not physically present, the manager of the brothel shall to notify the police department when a sex worker leaves the brothel for any period in excess of 24 hours. Prior to returning to work after an absence of more than 24 hours, a sex worker must get a medical examination, must obtain a clearance from a licensed physician or doctor of osteopathy, and must pick up his or her work card at the police department;
  9. All sex workers shall be tested to determine if they are infected with the hepatitis B virus (HBV) by a licensed and approved medical laboratory. If antibody testing shows a positive result for HBV, the sex worker will not be issued a work permit. If the results of the HBV are negative, it will be the responsibility of the sex worker to follow up with the vaccine series. Sex workers who are undergoing the hepatitis B vaccine series shall not be prohibited from working in a licensed brothel.
- B. Physician Duties: After performing the examination required in subsection A of this section, the examining physician or doctor of osteopathy shall:

1. Notify the Police Department of every person examined and found not to be infected with a sexually transmitted, infections, contagious or communicable disease;
2. Notify the Police Department of every person examined and found to be infected with a sexually transmitted, infectious, contagious or communicable disease;
3. Report the results of such examinations weekly to the police;
4. If any sex worker examined is found to be infected with a sexually transmitted, infectious, contagious or communicable disease, the physician or doctor of osteopathy shall immediately notify the police and the brothel owner, operator and manager of such condition.

**C. Denial Based On Positive Result of Test:** No person who has been found to be infected with a sexually transmitted, infectious, contagious or communicable disease by an examining physician or doctor of osteopathy may again work as a sex worker in any brothel until such person has received and presented to the police examination results from an examining physician or doctor of osteopathy stating that the disease which resulted in the denial of the work permit has been cured and that the person is now free of any sexually transmitted, infectious, contagious or communicable disease.

**D. Authority of Board:** Nothing contained in this section shall prevent the Board on its own motion or upon complaints or reports from any person, from inquiring into the existence of any condition on the premises of any brothel or house of prostitution which might constitute or cause a health hazard.

#### **4-9-15: GENERAL PROVISIONS:**

##### **A. Minors:**

1. It is unlawful for any person under the age of twenty-one (21) years, except as otherwise specified in this chapter, to enter a house of prostitution or be a patron of any brothel.
2. It is unlawful for any licensee, or for any sex worker or employee of such licensee, to compel, entice, encourage, permit or suffer any person under the age of twenty-one (21) years, to enter a house of prostitution or be a patron of any brothel.

**B. Advertising:** It is unlawful for anyone who is not properly licensed by the city to own or operate a brothel, to advertise prostitution within the city by use of print, television or radio media, computers, flyers, CB radio, telephone books or any other form of advertising.

**C. Work Without Permit:** It is unlawful for any brothel, licensee or employee of any licensee to allow any sex worker, bartender or manager, or any employee who resides on the premises of a house of prostitution, to work for or on behalf of a brothel without that person first obtaining a valid work card from the police. Notwithstanding the foregoing, persons performing part time maintenance or repair work or delivering supplies to a brothel or house of prostitution are not required to obtain a work permit for the performance of such duties unless they reside on the premises of the brothel or within the house of prostitution.

D. Translators: In the event a sex worker does not speak fluent English, ~~the brothel shall, at its own expense promptly supply~~ a translator shall be supplied whenever communication between the sex worker and city staff is requested by either the sex worker or the city or otherwise required. The foregoing includes, without limitation, the requirement that there is a translator whenever a police officer seeks to communicate directly with a sex worker. The translator must be a natural person who is properly trained and competent to translate between English and the native language of the sex worker. The translator may be present by telephone or other electronic means, so long as the means of communication is reliable and audible. ~~The failure to provide a translator pursuant to this subsection shall, without limitation, be grounds for revocation or suspension of a brothel license.~~

#### 4-9-16: REVOCATION OF LICENSES:

- A. Causes: The Board may revoke or temporarily suspend any license issued under the provisions of this chapter or place a licensee on probation with or without conditions for any of the following causes, which list of causes is not intended to be exclusive:
1. Any cause that would constitute grounds for denial of a license under subsection 4-97E of this chapter;
  2. Violation by the licensee of any provision of this chapter;
  3. Violation by any sex worker, or other person who works on a regular daily or weekly basis for a brothel or in a house of prostitution, of any provision of this chapter with respect to which the licensee knew or should have known of the violation;
  4. The licensee, with actual or constructive knowledge, permits the existence of any unlawful activity, or health or safety hazard, within the house of prostitution;
  5. The licensee employs a person as a sex worker when such person has not received a health examination as required by section 4-9-14 of this chapter;
  6. The licensee employs a person as a sex worker without having immediately available for inspection a current report from an examining physician or doctor of osteopathy verifying that the sex worker is free of any sexually transmitted, infectious, contagious or communicable disease;
  7. Willful refusal of the licensee to comply with any order of the Board issued under the provisions of this chapter;
  8. Any cause for revocation or suspension listed or described in this chapter; or
  9. Any other cause which the Board may determine, in its sound discretion, to be harmful or injurious to the health, welfare or safety of the general public.
- B. Action of Board: Before action is taken pursuant to subsection A of this section to revoke or suspend a brothel license or to place a licensee on probation, unless an alternative procedure is specified elsewhere in this chapter, the Board shall:

1. Conduct a hearing to determine the existence of the cause or causes of action, notice of which hearing shall have been served upon the licensee or posted upon the premises where the licensed operation is conducted at least forty-eight (48) hours prior to the time of such hearing;
  2. Permit the licensee to submit evidence and testimony;
  3. Consider all evidence and testimony in support of and in opposition to the action pending;
  4. Enter in the minutes of the Board the findings of the Board and reasons for any action taken by the Board, which action may include:
    - (a) Revocation or temporary suspension of the license, to include placing such conditions on the licensee or the brothel as are determined to be reasonably necessary to cure the problem and eliminate the violation or other harm. Conditions imposed by the Board may include requiring action by the licensee that must occur within a reasonable specified time as an alternative to revocation or suspension; and/or, if necessary to protect the health, safety or welfare of the public from imminent danger, temporary suspension of the license; or
    - (b) Placement of the licensee on probation for a period of time, with or without conditions, which probation may provide that a further violation of this chapter or the provisions of the license during the probationary period will result in the revocation or suspension of the license.
  5. Enter in the minutes of the Board an order specifying the action taken.
- C. Notice of Order: Notice of an order issued pursuant to this section shall be served upon the licensee or the licensee's resident agent by personal service or certified mail, or posted upon the premises of the house of prostitution occupied by the brothel in any conspicuous location.
- D. Action Effective: Any action taken by the Board pursuant to this section shall be effective upon personal service or delivery of the notice by certified mail to the licensee or the licensee's registered agent, or upon posting of the notice upon the premises of the house of prostitution occupied by the brothel as specified in subsection C of this section.

#### **4-9-17: EXCEPTION TO HEARING PROCEDURE (EMERGENCY SUSPENSION OF BROTHEL LICENSE):**

Notwithstanding any other provision contained in this chapter, a brothel license may be suspended without a hearing by a written emergency suspension order signed by the mayor or one member of the Board and the police if, in the opinion of the signatories, there exists an immediate and present danger to public health and safety which necessitates the immediate closure of the brothel. Upon the issuance and service of such an order, which service may be effected by personal delivery upon the owner or manager, or by posting the notice in a conspicuous location at the house of prostitution, all brothel activity shall immediately cease and the brothel licensee may request a hearing before the Board within three (3)

business days in accordance with the Nevada open meeting law. The proceedings thereafter shall be held in accordance with section 4-9-16 of this chapter.

#### **4-9-18: LICENSE NOT TRANSFERABLE:**

All licenses granted under this chapter shall be limited to operations conducted on the property described in the application and no brothel shall be expanded or moved without a new license application and approval.

#### **4-9-19: DEATH OR RESIGNATION OF PERSON LISTED ON LICENSE:**

In the event of the death or resignation of a person listed on a brothel license whose participation in the brothel is necessary for its continued operation, in order to prevent undue hardship to the licensee, the city clerk, with the concurrence of the police, may issue a ninety (90) day "temporary license" to the licensee's attorney-in-fact or guardian, the personal representative of the licensee's estate, or the trustee of the licensee's trust, or any other person determined by the city to be otherwise eligible to serve as a licensee in accordance with this chapter, pending the processing of an application for a new brothel license; provided, however, that at the time any such temporary license is issued by the city clerk, a full and complete application for a new brothel license shall be on file with the city clerk, along with a nonrefundable investigation fee in an amount set by resolution of the Board; further provided, that at the time any such temporary license is issued by the city clerk, the matter shall be referred to the police for a complete investigation of the new application for a new brothel license. The police shall thereafter submit the investigative findings and recommendation for denial or approval of a new brothel license to the Board.

#### **4-9-20: CRIMINAL PENALTY:**

Any person who violates any provision of this chapter or of this code, amended by this chapter, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a term not to exceed six (6) months, or by both fine and imprisonment.

#### **4-9-21: SEPARABILITY:**

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

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

**Section 4:** Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage

in a newspaper of general circulation within the time established by law, for at least one publication.

**Section 5:** This Ordinance shall be effective upon the publication mentioned in Section 4  
**PASSED AND ADOPTED** this ---day of ----, 2018 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**APPROVED** this \_\_ day of \_\_\_\_\_, 2018 .

CITY OF ELKO

BY:

\_\_\_\_\_  
CHRIS JOHNSON, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 30-18, a resolution of the Elko City Council adopting a change in zoning district boundaries from C- General Commercial and GI- General Industrial to R-Single Family and Multiple Family Residential approximately .287 acres of property located generally north of the intersection of 9<sup>th</sup> Street and River Street, filed by Donald Carlson and Valvet Carlson, and processed as Rezone No. 7-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 18, 2018**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission considered the subject zone change request on December 4, 2018 and took action to forward a recommendation to City Council to adopt a resolution which conditionally approves Rezone No. 7-18. CL**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff memos and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 30-18 as recommended by the Planning Commission**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **High Desert Engineering  
640 Idaho Street  
Elko, NV 89801  
[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)**  

<b>Donald Carlson 1076 Court Street Elko, NV 89801</b>	<b>Valvet Carlson 925 River Street Elko, NV 89801</b>
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Upon introduction and motion by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_ the following Resolution and Order was passed and adopted:

**CITY OF ELKO  
RESOLUTION NO. 30-18**

**A RESOLUTION OF THE ELKO CITY COUNCIL  
ADOPTING A CHANGE IN ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and the Elko City Code, Section 3-2-21(C), and

WHEREAS, the Elko City Council has received and reviewed the application submitted by Donald and Valvet Carlson ("petitioners"), together with any public input, supporting data and evidence, and the previous action taken by the Planning Commission pertaining to Rezone Application No. 7-18.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that Rezone Application No. 5-18, involving a change in zoning from C (General Commercial) and GI (General Industrial) to R (Single-Family and Multi-Family Residential) involving approximately 0.287 acres of property located generally on the north corner of the intersection of 9th Street and River Street more particularly described in Exhibit A and shown on the map at Exhibit B, each attached hereto, and each incorporated herein by reference, is hereby adopted, subject to the following conditions agreed to by the petitioners:

1. Variance applications 11-18, 12-18 and 13-18 are approved and all the conditions are satisfied.
2. Parcel Map 10-18 be approved and recorded with Elko County Recorder.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.

IT IS FURTHER RESOLVED AND ORDERED that upon satisfaction of the conditions stated herein, this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF ELKO

By: \_\_\_\_\_  
CHRIS JOHNSON, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

RECEIVED

NOV 13 2018

**EXHIBIT "A"**

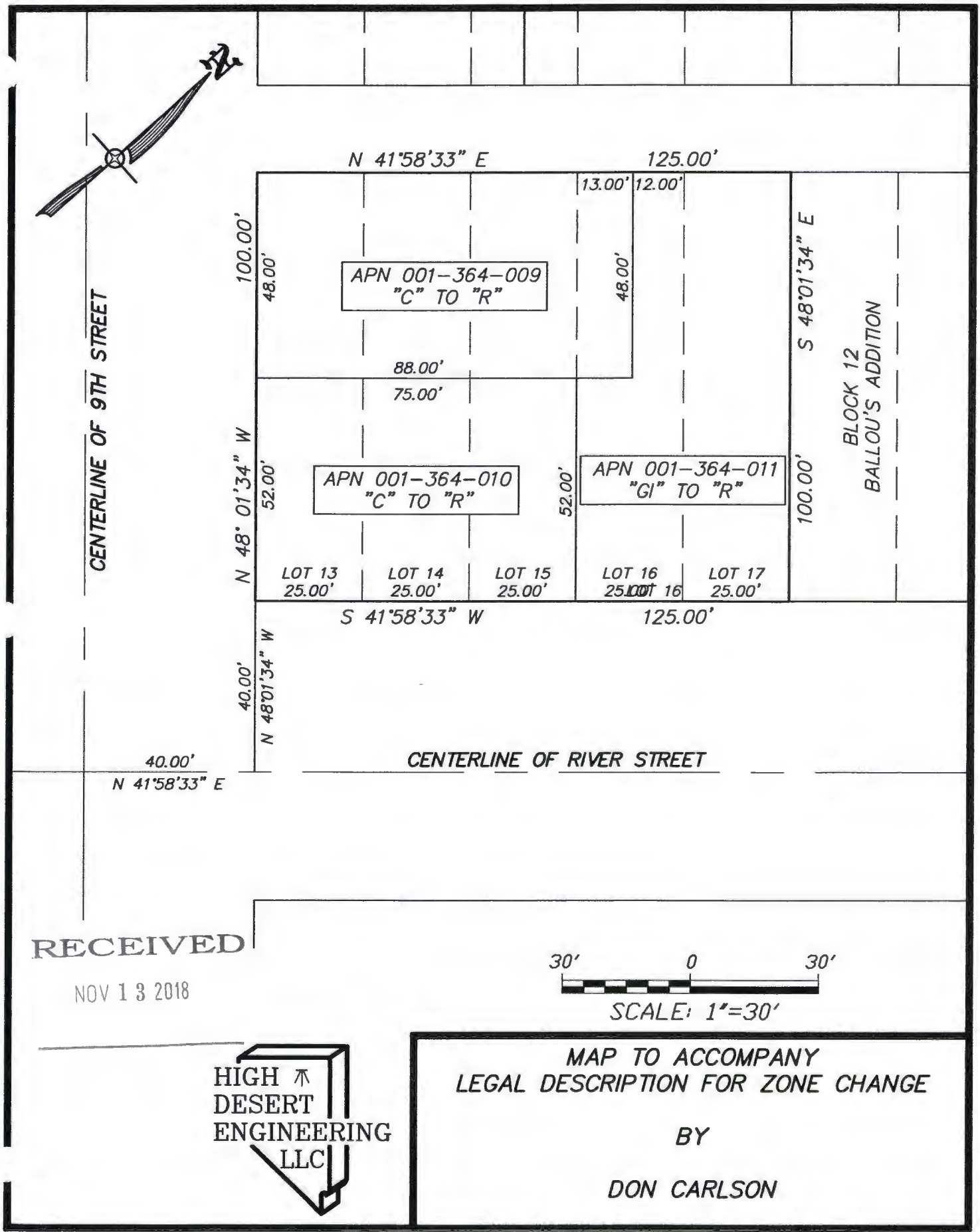
**Donald & Velvet Carlson**

**Application for Zone Change**

November 9, 2018

Lots 13-17 of Block 12 as shown on the map of Ballou's Addition to the Town of Elko, Nevada,  
recorded in the office of the Elko County Recorder, Elko, Nevada, at file number 2.

*Thomas C. Ballew*  
12/31/18  
11/12/18

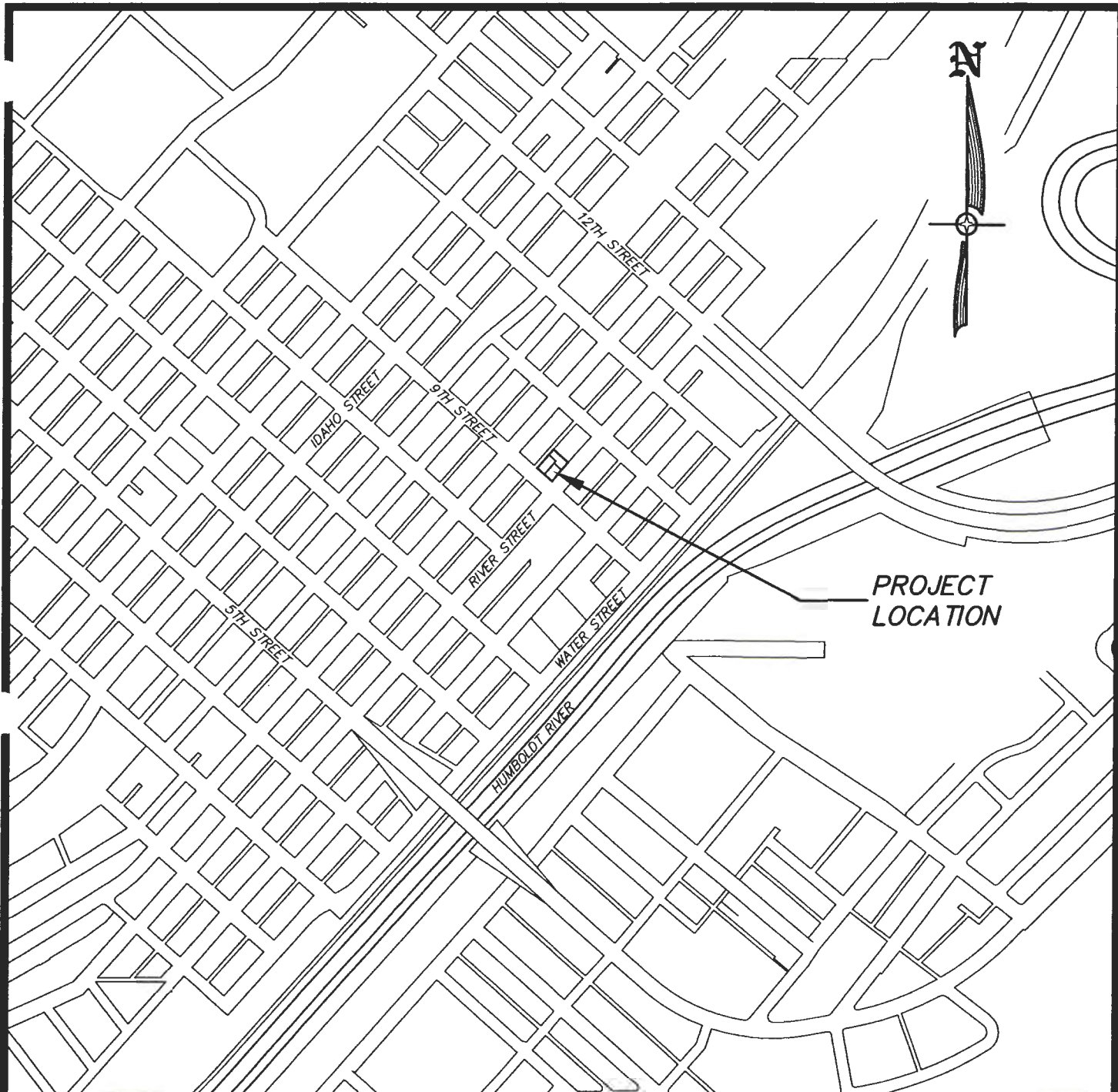


RECEIVED

NOV 13 2018



MAP TO ACCOMPANY  
LEGAL DESCRIPTION FOR ZONE CHANGE  
BY  
DON CARLSON



RECEIVED

NOV 13 2018

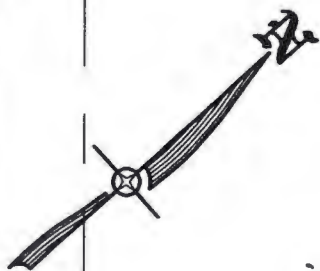
HIGH  
DESERT  
ENGINEERING  
LLC

AREA MAP TO ACCOMPANY  
APPLICATION FOR ZONE CHANGE

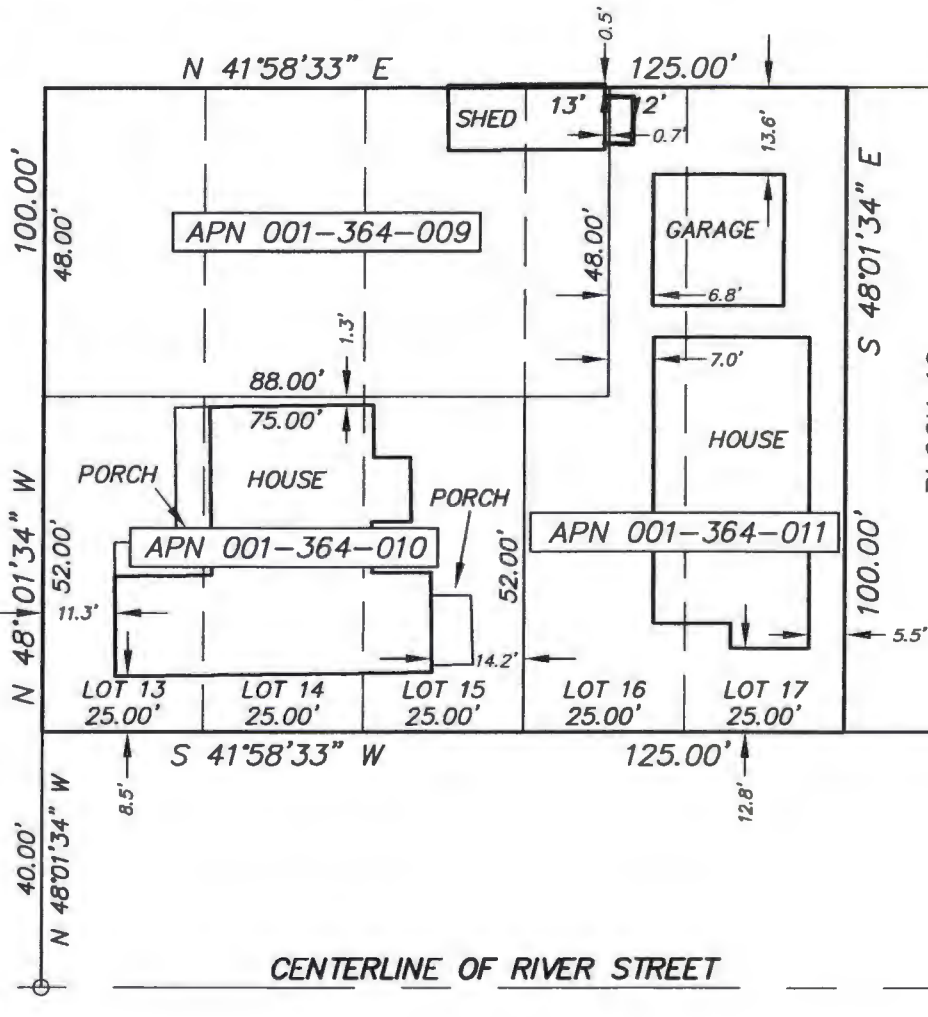
C-COMMERCIAL & GI-GENERAL INDUSTRIAL  
TO R-SINGLE & MULTI-FAMILY RESIDENTIAL

BY

CONALD CARLSON & VALVET CARLSON



CENTERLINE OF 9TH STREET



BLOCK 12  
BALLOU'S ADDITION

RECEIVED

NOV 13 2018



SCALE: 1"=30'



PLOT PLAN TO ACCOMPANY  
APPLICATION FOR ZONE CHANGE

C-COMMERCIAL & GI-GENERAL INDUSTRIAL  
TO R-SINGLE & MULTI-FAMILY RESIDENTIAL  
BY

CONALD CARLSON & VALVET CARLSON



# 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 4, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 4, 2018 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 7-18, filed by Donald & Velvet Carlson, for a change in zoning from C (General Commercial) and GI (General Industrial) to R (Single-Family and Multi-Family Residential), approximately 0.287 acres of property, and matters related thereto.


The subject properties are located generally on the north corner of the intersection of 9th Street and River Street. (APNs 001-364-009, 001-364-010, 001-364-011).

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt a resolution which conditionally approves Rezone No. 7-18, subject to the conditions listed in the City of Elko Staff Report dated November 14, 2018, listed as follows:

#### **Planning Department:**

1. Variance applications 11-18, 12-18 and 13-18 are approved and all the conditions are satisfied.
2. Parcel Map 10-18 be approved and recorded with Elko County Recorder.
3. All conditions for the rezone are satisfied prior to the Mayor signing the resolution to rezone the property

The Planning Commission's findings to support its recommendation are the proposed zoning amendment is not in strict conformance with the Land Use Component of the Master Plan, it is not required to be in strict conformance with the Master Plan and does not frustrate the goals and policies of the Master Plan. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure. The parcels are not located within the Redevelopment Area. The proposed zone district is consistent with the City of Elko Wellhead Protection Plan. Approval of the Variance applications 11-18 and 13-18 is required for the proposed zone district to conform to Section 3-2-4(B) of City Code. Approval of the Variance applications 11-18 and 13-18 is required for the proposed zone district to conform to Sections 3-2-5(E) and (G) of City Code. Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains, etc., or pose a danger to human health and safety.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk

# Rezone 7-18 Carlson - CC

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001356004	BEAR, ALLIE T TR		PO BOX 1856	ELKO NV	89803-1856
001356005	BLAIR, WADE L		892 SILVER ST	ELKO NV	89801-3838
001359017	COLLIN, LESLEY		3120 S BREEZE DR	MAGNA UT	84044-1804
001364001	DAYTON, BRUCE & CINDYTR		PO BOX 995	ELKO NV	89803-0995
001365013	DURAN, YOLANDA		1037 RIVER ST	ELKO NV	89801-3930
001356006	ELKO CO ASSOC FOR RETARDED CHIL	} 1p.c. D	PO BOX 1708	ELKO NV	89803-1708
001356007	ELKO CO ASSOC FOR RETARDED CHIL		PO BOX 1708	ELKO NV	89803-1708
001358004	ELKO CO ASSOC FOR RETARDED CHIL		PO BOX 1708	ELKO NV	89803-1708
001367001	ELKO, COUNTY OF	} 1p.c. C/O COUNTY SHOPS	540 COURT ST	ELKO NV	89801-3515
001367002	ELKO, COUNTY OF		540 COURT ST	ELKO NV	89801-3715
001359013	FELIX, RAUL PRADO & MARIA		813 DOUGLAS ST	ELKO NV	89801-3865
001359010	FLORES, ANTONIO M & GUADALUPE		809 DOUGLAS ST	ELKO NV	89801-3865
001359014	FLORES, RAMON & SOCORRO TR	} 1p.c.	821 DOUGLAS ST # 6	ELKO NV	89801-3865
001359016	FLORES, RAMON & SOCORRO TR		821 DOUGLAS ST # 6	ELKO NV	89801-3865
001364005	HEIMER, YOHON		993 RIVER ST	ELKO NV	89801-3940
001365001	JUEDEN, EVERETT H & PATTY A		168 10TH ST	ELKO NV	89801-3958
001364007	LARA, FRANCISCO J		955 RIVER ST	ELKO NV	89801-3940
001364006	MYRICK, MARY C		PO BOX 993	ELKO NV	89803 0993
001356002	NERI, EDUARDO		830 SILVER ST	ELKO NV	89801-3838
001364003	NEW DEAL PROPERTIES LLC	C/O MICHAEL VERNON	9310 SW 26TH AVE	PORTLAND OR	97219-5502
001359006	NICHOLS, GARY G TR ET AL		886 RIVER ST	ELKO NV	89801-3842
001359015	ROBLES, RAMIRO & MARINA		823 DOUGLAS ST	ELKO NV	89801-3865
001364004	RUBY MOUNTAIN PAWN		185 10TH ST	ELKO NV	89801-3902
001356008	RUBY MOUNTAIN RESOURCE CENTER		829 RIVER ST	ELKO NV	89801-3841
001364002	RUIZ, PEDRO & EVANGELINA		327 W FIR ST	ELKO NV	89801-2930
001353007	SIERRA PACIFIC POWER CO		PO BOX 10100	RENO NV	89520-0024
001368006	TELLERIA, JOSE		220 RIVER ST	ELKO NV	89801-3647
001361010	TIERRA GROUP HOLDINGS LLC		1746 COLE BLVD STE 130	LAKEWOOD CO	80401-3208
001361007	URIARTE FAMILY INVESTMENTS LLC		245 10TH ST	ELKO NV	89801-3904
001356003	VELAZQUEZ, AMANDA		840 SILVER ST	ELKO NV	89801-3838
001365011	WENSVEEN, FRANK		114 7TH AVE W	JEROME ID	83338-1802
001361012	WESTWOOD, GARY		1940 IDAHO ST	ELKO NV	89801-2629

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Mailed 12/6/18

## NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, December 18, 2018 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, or by representative.

The specific item to be considered under public hearing format is:

**Rezone 7-18, having a hearing as Resolution 30-18, filed by Donald and Velvet Carlson for a change in zoning from C (General Commercial) and GI (General Industrial) to R (Single-Family and Multi-Family Residential), approximately 0.287 acres of property, specifically APN 001-364-009, 001-364-010, and 001-364-011, located generally on the north corner of the intersection of 9th Street and River Street, more particularly described as:  
Lots 13-17 of Block 12 as shown on the map of Ballou's Addition to the Town of Elko, Nevada, recorded in the office of the Elko County Recorder, Elko, Nevada, at File No. 2.  
The intent of the zone change is to match the zone to the use of the parcels.**

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY COUNCIL**

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE:** 12/4

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

Title: Rezone No. 7-18  
Applicant(s): Donald + Valvet Carlson  
Site Location: 128 + 140 9<sup>th</sup> St + 925 River Street  
Current Zoning: C/G1 Date Received: 11/13 Date Public Notice: 11/20  
COMMENT: This is to rezone APNs 001-364-009, 010, + 011  
from C and G1 to R.

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

Assistant City Manager: Date: 11/26/18  
Recommend approval as presented  
by staff

SAW

Initial

City Manager: Date: 11/28/18  
No comments/concerns

CC

Initial



## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR ZONE CHANGE

APPLICANT(s): Donald Carlson & Valvet Carlson  
MAILING ADDRESS: 1076 Court Street, Elko, NV 89801  
PHONE NO (Home) (775) 340-1702 (Business) \_\_\_\_\_  
NAME OF PROPERTY OWNER (If different): Same as applicant  
(Property owner's consent in writing must be provided.)  
MAILING ADDRESS: Same as applicant  
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):  
ASSESSOR'S PARCEL NO.: 001-364-009, 010 & 011 Address 128 & 140 9<sup>th</sup>, 925 River  
Lot(s), Block(s), & Subdivision Lots 13-17, Block 12, Ballou's Addition to the Town  
Of Elko, Nevada, Elko County Recorder Document Number 2

#### 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 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

**Other Information:** The applicant is encouraged to submit other information and documentation to support this Rezone Application.

1. Identify the existing zoning classification of the property: C-Commercial and  
GI – General Industrial

2. Identify the zoning Classification being proposed/requested: \_\_\_\_\_  
R – Single Family and Multiple Family Residential

3. Explain in detail the type and nature of the use anticipated on the property: \_\_\_\_\_

The property is currently being used for residential purposes. The anticipated use will  
remain the same.

4. Explain how the proposed zoning classification relates with other zoning classifications in the area: \_\_\_\_\_

Existing zoning in the area varies from Commercial to General Industrial to  
Residential.

The use of most of the properties in the area is Residential.

5. Identify any unique physical features or characteristics associated with the property: \_\_\_\_\_

There are none.

**(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** DONALD CARLSON  
(Please print or type)

**Mailing Address** 1076 COURT STREET  
Street Address or P.O. Box  
ELKO, NV 89801  
City, State, Zip Code

Phone Number: (775) 340-1702

Email address: triplehinc@gmail.com

**SIGNATURE:** Donald Carlson

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**FOR OFFICE USE ONLY**

**File No.:** 7-18 **Date Filed:** 11/13/18 **Fee Paid:** CK # 2453 \$500

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**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** Valerie Carlson  
(Please print or type)

**Mailing Address** 123 River Street  
Street Address or P.O. Box

Elko, NV 89801  
City, State, Zip Code

Phone Number: (775) 310-1102

Email address: \_\_\_\_\_

**SIGNATURE:** Valerie A. Carlson

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**FOR OFFICE USE ONLY**

**File No.:** 7-18 **Date Filed:** 11/13/18 **Fee Paid:** \$500 **CK#** 2453

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