



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

The Elko City Council will meet in regular session on Tuesday, April 9, 2019

Elko City Hall, 1751 College Avenue, Elko, NV 89801, at 4:00 P.M., P.D.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: April 4, 2019 at 8:30 a.m.

**ELKO COUNTY COURTHOUSE**

571 Idaho Street, Elko, NV 89801

Date/Time Posted: April 4, 2019 at 8:40 a.m.

**ELKO POLICE DEPARTMENT**

1448 Silver, Elko NV 89801

Date/Time Posted: April 4, 2019 at 8:50 a.m.

**ELKO COUNTY LIBRARY**

720 Court Street, Elko, NV 89801

Date/Time Posted: April 4, 2019 at 9:00 a.m.

Posted by: Kim Wilkinson

Administrative Assistant

Name

Title

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 4<sup>th</sup> day of April, 2019

**NOTICE TO PERSONS WITH DISABILITIES**

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

  
Curtis Calder, City Manager

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.S.T., TUESDAY, APRIL 9, 2019**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**APPROVAL OF MINUTES:**      March 26, 2019      **Regular Session**

**I.      PRESENTATIONS**

- A.      Reading of a proclamation by the Mayor recognizing the month of April as Parkinson's Awareness Month, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- B.      Reading of a proclamation by the Mayor recognizing the week of April 14 – 20, 2019 as National Public Safety Telecommunicators Week, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- C.      Review and possible approval of the Fiscal Year 2019/2020 Tentative Budget, inclusive of all funds, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide a revised budget presentation and will be requesting direction on key items, in preparation for tentative budget approval and submittal. CC

**II.     PERSONNEL**

- A.      Employee Introductions:

1) Michelle Rambo, Development Manager

- B. Review, discussion, and possible approval of Human Resources Policy 7.1.1(1), a policy clarifying the group health insurance eligibility and benefits associated with elected officials employed by the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Historically, the City of Elko Group Health Insurance Plan Document has allowed City elected officials to participate in the City's group health insurance plan. This policy reaffirms the practice and further defines the circumstances wherein City elected officials qualify for premium offsets, and the taxability thereof. A copy of the Human Resources Policy 7.1.1(1) has been enclosed in the agenda packet for review. SS

### **III. 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 authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2019, to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

Micro Slurry Seal is a preventive maintenance treatment which will be applied to approximately 44,470 l.f. of selected city streets, plus the parking corridor between 3rd<sup>th</sup> Street and 4<sup>th</sup> Street, which were identified and adopted as part of the City of Elko street inventory. This work will be completed after July 1, 2019. DS

- E. Review of the bids received and possible award of the Plantmix Bituminous Pavement materials to be used for the Year 2019 construction season, and matters related thereto. **FOR POSSIBLE ACTION**

Bids were received until 3:00 p.m. local time on Thursday, March 28, 2019.

- F. Consideration and possible authorization for Staff to solicit bids for Airport Improvement Project No. 3-32-0005-050(AIP 50), Pavement Maintenance, and matters related thereto. **FOR POSSIBLE ACTION**

Council previously authorized staff to apply for FAA Grant Application #AIP 50 on March 12, 2019. The purpose of this project is to preserve and rehabilitate the pavement on Runways 6/24 and 12/30, Taxiways A and B, blast pads, and all aprons, by crack sealing, major crack repair, seal coating, and re-striping. Cracks larger than one inch will need to be repaired. Major crack repair consists of milling

two inches of asphalt and a minimum four feet wide. At the bottom of the milling, geogrid will be placed over the crack then paved over with asphalt to prevent reflective cracking. This rehabilitation is necessary to preserve the service life of the asphalt pavements. As a reminder the FAA awards grants based on bids. This project is estimated to cost a total of \$1,156,860.00. The Federal Share of 93.75% (\$1,068,830.00), combined with a Local Match of 6.25% (\$71,255), plus an additional \$16,775 which is not AIP eligible (for a total City contribution of \$88,030). JF

#### **IV. UNFINISHED BUSINESS**

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

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

#### **V. NEW BUSINESS**

- A. Review, discussion, and possible adoption of the 2019 Street Inventory and the 2019 Construction Season Project List, and matters related thereto. **FOR POSSIBLE ACTION**

Staff conducted a street inventory in February. The purpose of this annual survey is to evaluate current road conditions and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information, City Staff's 2019 Street Inventory, and recommendations for the 2019 Construction Season Project List.

City Staff conducted a Street Inventory in February. The purpose of his annual survey is to evaluate current road conditions and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information. DS

- B. Reconsideration and possible action to approve Revocable Permit No. 4-18, filed by Kraus Enterprises, LLC to occupy a portion of Silver Street Right-of-Way to accommodate landscaping, ADA ramp and patio, and matters related thereto. **FOR POSSIBLE ACTION**



At the November 27, 2018 meeting, the City Council approved Revocable Permit 4-18 for landscaping, ADA ramps and patio in the Silver Street Right-of-Way for Kraus Enterprises LLC, subject to execution of a revocable license agreement. Since that time, the Permittee has determined that it must construct a larger ADA ramp than the one shown on the exhibits to the previously-approved license agreement. Accordingly, a new license agreement with revised exhibits reflecting the larger ADA ramp is submitted to the Council for approval. This license agreement is otherwise the same as the previously-approved license agreement. CL

- C. Review, consideration and possible approval of a Lease Agreement of T-Hangar D7 between the City of Elko and Silverado Land Management, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

Silverado Land Management, LLC has recently purchased Hangar 7 from Robert Oeschger. A copy of the Lease Agreement has been included in the packet for your review. JF

## **VI. REPORTS**

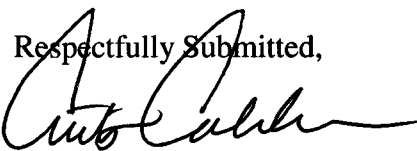
- A. Mayor and City Council
- B. City Manager-Legislative Update
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Administrative Services Director
- N. Parks and Recreation Director – Swimming Pool Repair Project Update
- 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

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

SS     March 26, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, March 26, 2019.

This meeting was called to order by Mayor Reece Keener.

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**     Reece Keener

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

**City Staff Present:**  Curtis Calder, City Manager  
                          Scott Wilkinson, Assistant City Manager  
                          Ryan Limberg, Utilities Director  
                          Kelly Wooldridge, City Clerk  
                          Cathy Laughlin, City Planner  
                          Candi Quilici, Accounting Manager  
                          Dennis Strickland, Public Works Director  
                          Ben Reed Jr., Police Chief  
                          Ty Trouten, Police Captain  
                          Jason Pepper, Police Sergeant Supervisory  
                          James Wiley, Parks and Recreation Director  
                          Jim Foster, Airport Manager  
                          Dave Stanton, City Attorney  
                          Tom Coyle, Deputy City Attorney  
                          Matt Griego, Fire Chief  
                          Jack Snyder, Deputy Fire Chief  
                          Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

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

*There were no public comments.*

APPROVAL OF MINUTES:

March 12, 2019  
February 26, 2019

Regular Session  
Regular Session

*The minutes were approved by general consent.*

#### IV. NEW BUSINESS

- C. Review, consideration, and possible action to enter into a Disciplinary Settlement Agreement between the City of Elko and Nualla LLC, dba Cabo Bar, by Acela Ceja and Carlos Nunez, and matters related thereto. **FOR POSSIBLE ACTION** During the first week of November 2018, Elko Police Officers received information which indicated at least one minor (16 years of age) was present at the Cabo Bar, 449 Railroad Street in Elko, and was allowed to remain on the premises consuming alcoholic beverages on or about November 2, 2018. The Police Department then initiated an administrative investigation and developed significant evidence indicating the licensee violated Elko City Code 4-5-26, Knowingly Allowing Minor to Loiter in Bar Area. The licensee was put on notice, in writing, via a letter from the Police Chief on December 19, 2018.

At the request of the Elko Police Chief, the City Attorney prepared formal charges for a disciplinary hearing before the Elko City Council against the Cabo Bar liquor licensee. During this process, an opportunity was presented to the licensee whereby they would admit to the violation and agree to various terms of discipline. The attached agreement is supported by both parties and is presented for the City Council's review in lieu of a formal disciplinary hearing. BR

Ben Reed, Jr., Police Chief, gave an overview of the background related to this licensee and the issues involved. All parties are in favor of this Settlement Agreement and are looking for Council's approval.

Tom Coyle, Deputy City Attorney, explained with the evidence presented to them from the Police Department, they drafted a verified complaint that would ordinarily be filed with the City Council. At the request of the Mayor, that was sent to the licensee and asked if they would like to meet on this come to some stipulated discipline. The licensee was willing to cooperate and admit to the violation. He went over the terms of the agreement.

Mayor Keener said he has been through a couple of these hearings and they are long and painful. He wanted to see something punitive in the agreement that is also proportional to the violation. He felt this agreement addressed that. If this were any more punitive, the business would close.

Councilman Hance felt the closure should cover two weekends, instead of just the one. They also need security at the door checking IDs.

Chief Reed said there is no provision in City Code that mandates security on bars. It is a very good idea and the Police Department would like to see them all do it. They tried to balance the financial loss that business would be facing with the ten-day closure and the 2:00 am Last Call/Closure. They don't want to close the business. This isn't the first issue the Police

Department has had with the licensee. They have done some good things and they have made some mistakes. We are trying to give them an opportunity to correct. Future violations of the Elko Liquor Control Code would result in him coming before Council and requesting revocation of their license.

Councilman Schmidtlein wanted to make sure the licensees understood what they were signing.

Acela Ceja and Carlos Nunez both said they understood and were in agreement.

Councilman Schmidtlein said a liquor license is a privilege license. We can take disciplinary action at any given moment. He hopes they don't come back to Council because if so, they will revoke the license.

Mayor Keener called for public comment without a response.

Carlos Nunez explained they have tallied up all of their costs. They will lose well over \$13,000 for this in fees and other losses over this incident. If they have to close more than one weekend will be a large financial cost to them.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the agreement regarding license discipline between the City of Elko and Nualla LLC, dba Cabo Bar, by Acela Ceja and Carlos Nunez, and authorize staff to execute the agreement.**

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

## **II. SUBDIVISIONS**

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 14-18, filed by Jordanelle Third Mortgage, LLC, for the development of a subdivision entitled Tower Hill Unit 2 involving the proposed division of approximately 17.05 acres of property into 23 lots and 1 remainder parcel for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located southwest of the terminus of Deerfield Way and Chukar Drive (APN 001-929-124). The Planning Commission considered this item on March 5, 2019 and took action to forward a recommendation to City Council to conditionally approve Final Plat 14-18. CL

Cathy Laughlin, City Planner, explained the plat application. There are several conditions listed in the staff report. She recommended conditional approval with stated conditions. She requested language in the motion, for Council to accept any land offered for dedication.

Scott Wilkinson, Assistant City Manager, said there was a specific motion on the agenda action sheet.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to accept on behalf of the public any parcel of land offered for dedication for public use in**

conformity with the terms of the offer of dedication and conditionally approve Final Plat No. 14-18 for the Tower Hill Phase 2 subdivision subject to the conditions as recommended by the Planning Commission.

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

#### IV. NEW BUSINESS (Cont.)

- A. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Tower Hill Phase 2 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-44 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-45. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.

The Planning Commission also recommended that the Developer shall enter into the agreement within 30 days of the City Council's approval of the final plat. CL

Ms. Laughlin explained there were two corrections in the background: The sections of code 3-3-44 and 3-3-45 were the old sections of code, and the correct codes are 3-3-21 and 3-3-22. She recommended approval.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Agreement to Install Improvements and Performance Maintenance Guarantee for Subdivision Improvements associated with the Tower Hills Phase 2 subdivision; the subdivider shall enter into the agreement within thirty days.**

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

- B. Review, consideration, and possible acceptance of an easement for access and utility purposes from Trinidy Jay Shippy and Kathryn Justine Shippy, along the north property line of APN 039-001-007, and matters related thereto. **FOR POSSIBLE ACTION**

As part of Vacation 2-19 and Resolution No. 06-19 to vacate a portion of an existing utility and roadway easement that was granted to the City of Elko, the owner is relocating the water line along the north property line and therefore the granting of the new easement. CL

Ms. Laughlin explained Planning Commission evaluated this proposal. There is a waterline that goes along the easement but it is being moved to another easement. In this agenda item, we are accepting the new easement.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to accept the easement for access for utility purposes.**

Councilman Hance wondered if the APN needed to be stated in the motion.

Councilman Stone clarified his motion: **Accept the easement for access utility purposes with the APN: 039-001-007.**

Councilwoman Simons seconded the motion.

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

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

- A. Review, consideration, and possible approval of issuing a revised Liquor License to Chef Cheng's Chinese Restaurant, modifying the current Retail Beer and Wine License to a Retail Liquor License, and adding Dapeng Shao to the license. Chef Cheng's is located at 1309 Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Reed explained this restaurant has been in business for a long time. They have had a beer and wine liquor license for some time. It was their idea to update the license to retail liquor and add a family member. The applicant went through the background check. He recommended approval.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the issuance of a revised liquor license to Chef Cheng's Chinese Restaurant, modifying the current Retail Beer and Wine License to a Retail Liquor License and adding Dapeng Shao to the license. Chef Cheng's is located at 1309 Idaho Street, Elko, Nevada, 89801.**

Mayor Keener called for public comment.

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

## **I. APPROPRIATIONS**

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

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

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

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

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

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

### **III. 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

Councilman Hance stated he wants Mr. Capps to come address Council regarding this item.

Ryan Limberg, Utilities Director, said there was an update from NDEP. We should be hearing back from them next week.

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

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

### **BREAK**

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

- B. Review, consideration, and possible action to adopt Resolution No. 6-19, a resolution and order vacating a portion of an existing roadway and utility easement along the westerly lot line of parcels referred to as APN 039-001-007,008 & 009, filed and processed as Vacation No. 2-19 filed by Robert Morley of High Desert Engineering on behalf of Trinidy Jay Shippy and Kathryn Justine Shippy, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted a petition for the subject vacation at its regular meeting of February 26, 2019, and directed Staff to continue with the vacation process by



referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting March 5, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 2-19 with findings in support of its recommendation. CL

Cathy Laughlin, City Planner, explained the easement we are vacating is along the west property line of the third parcel. The Planning Commission had conditions listed in the action report. She recommended conditional approval of the vacation.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to adopt Resolution No. 6-19, which contains conditions as recommended by the Planning Commission.**

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

- A. Review of bids received and subsequent public auction for the sale of approximately 4,000 square feet of City owned property located generally south of the intersection of Elm Street and 8th Street, referred to as APN 001-066-005, and matters related thereto. **FOR POSSIBLE ACTION**

On February 26, 2019, City Council approved Resolution No. 05-19, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$20,000.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. A copy of Resolution No. 05-19 has been enclosed in the agenda packet for review. CL

Mayor Keener said there was one sealed bid.

Dave Stanton, City Attorney, said the first step is to open, examine and declare the sealed bid. Then you call for oral bids. If no oral bids, then you need to decide if the sealed bid is conforming, and if it is, you accept the highest sealed bid.

Mayor Keener asked if there was only one sealed bid, the oral auction was out of play.

Mr. Stanton answered no, unless if there is one sealed bid and there are no oral bidders. If you have one sealed bid you open it, examine it and declare it.

Councilman Schmidtlein stated the oral bids would need to be in 5% increments.

Mayor Keener opened the sealed bid. It was from Jon Bailey in the Amount of \$20,500.00. Mr. Bailey has done his due diligence on the property and understands what he is getting.

Mr. Stanton said the next step is to open it up for oral bids.

Mayor Keener asked if anyone else in the audience would like to bid on the property. The next bid would be \$21,500. After no response from the audience, he said he would entertain a motion. He called for public comment without a response.

Mr. Stanton said you have to make a finding that the bid conforms to the terms and conditions specified in the Resolution of Intention to sell, and make a motion to accept based on those findings. He went on to explain where Council could find language for the motion.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, that this bid submittal conforms to all terms and conditions specified in the Resolution of Intention to Sell or Lease, and was made by a responsible bidder, and is the highest bid, and to authorize and direct the Mayor to execute a Deed or Lease and to deliver upon and conformance and compliance by the purchaser, with all of the terms and conditions of the contract, which are to be performed concurrently therewith, and that we are accepting the bid in the amount of \$20,500 by Bailey and Associates, LLC.**

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

## **VII. REPORTS**

### **A. Mayor and City Council**

*Mayor Keener will be heading to Carson City for Local Government Day. He met with Senator Rosen last week and she spent time with the Broadband Action Committee.*

*Councilman Stone was at the Broadband Meeting also. He reported ECVA has not had any luck in finding a new Comptroller. They are looking at getting bids to outsource the position. Once they get that piece in place, they will look at outsourcing marketing. The heating/geothermal was turned on today at the conference center.*

### **B. City Manager**

*Curtis Calder and Jim Foster will be on hand to help support the AB242 effort. He will be in Carson City for Local Government Day. They will coordinate their efforts with the Reno/Tahoe Airport Manager for the presentation (which is supposed to be simulcast at GBC) and he will head back to Elko. Mayor Keener thanked him for all of his work on the budget.*

### **C. Assistant City Manager**

### **D. Utilities Director**

*Ryan Limberg reported they received a draft agreement from the VA for the cemetery. He will be meeting with Dave to try to finish that. There was an emergency repair at the WRF. There was a broken reuse line behind the plant. Great Basin Engineering Contractors performed the repairs. It was an after-hours repair. The invoice totaled \$9,338.*

*Councilman Schmidlein asked who is doing the development on Hot Springs Road around the cantina.*

*Mr. Limberg thought Ruby Dome was doing the work.*

*Jeff Ford said Uribe owns that and they have site improvement permits.*

### **E. Public Works**

*Dennis Strickland said they are paying close attention to the river. He expects it to rise and we may experience some flooding in the nuisance areas.*

F. Airport Manager

*Jim Foster said noon tomorrow is the deadline for letters of support for the Air Service Legislation. The video conferencing for that is taking place at the High Tech Center at Great Basin College. Their tabletop exercise is scheduled for tomorrow.*

G. City Attorney

H. Fire Chief

I. Police Chief

*Chief Reed reported the 911 bids are due next Friday for NextGen 911. They are tracking AB324 concerning the establishment of an E911 State Office Coordinator. He is set to testify for the bill soon. Their academy officer is on track to graduate soon. Lt. Palhegyi is at Quantico for three months. The Police Department is working on a large case and he will give an update at the next meeting.*

J. City Clerk

*Kelly Wooldridge reported AB242 will be heard at 4:00pm. She has received a total of 92 letters. She is monitoring 132 bills. AB282 was heard today at 2:00 pm. It is the bill that would require cities to turn election districts into wards.*

*Mayor Keener asked Ms. Wooldridge if she could blast email everyone that had sent in letters of support for the Air Service Bill, and let them know of the video conference at GBC.*

*Ms. Wooldridge said she would do that for the ones she has emails for. She also stated the business impact proposed rule for the code updates will be out in the mail tomorrow or the next day. The draft ordinances will be available for people to review at the Clerk's Office.*

K. City Planner

*Mayor Keener asked Cathy Laughlin if there were any dates set for her to get with Elko County Association of Realtors (ECAR). Cathy Laughlin answered she was still doing some research on how this is handled nationwide.*

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director

*James Wiley reported the preconstruction meeting will be Thursday at 1pm with MGM for the pool project. They have Notice to Proceed for Monday to begin work.*

O. Civil Engineer

P. Building Official

*Mayor Keener asked Jeff Ford what is being built at Walmart. They are building electric car charging stations and they are in the process of building a kiosk for grocery pickup.*

## COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this

item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

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

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of the Fiscal Year 2019/2020 Tentative Budget, inclusive of all funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **PRESENTATION**
4. Time Required: **45 Minutes**
5. Background Information: **Staff will provide a revised budget presentation and will be requesting direction on key items, in preparation for tentative budget approval and submittal. CC**
6. Budget Impact Statement:  

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: **Approve the Fiscal Year 2019/2020 Tentative Budget**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval of Human Resources Policy 7.1.1(1), a policy clarifying the group health insurance eligibility and benefits associated with elected officials employed by the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **Historically, the City of Elko Group Health Insurance Plan Document has allowed City elected officials to participate in the City's group health insurance plan. This policy reaffirms the practice and further defines the circumstances wherein City elected officials qualify for premium offsets, and the taxability thereof. A copy of the Human Resources Policy 7.1.1(1) has been enclosed in the agenda packet for review. SS**
6. Budget Impact Statement:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Human Resource Policy 7.1.1(1)**
9. Recommended Motion: **Approve Human Resource Policy 7.1.11(1), a policy clarifying the group health insurance eligibility and benefits associated with elected officials employed by the City of Elko.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**City of Elko**  
**Human Resource Policy 7.1.1(1)**

1. Part-time elected officials are eligible to enroll in a group health insurance plan under the same conditions as full-time regular employees. Elected officials who are unable to enroll due to concurrent, outside health insurance coverage may apply for a monthly stipend to offset the outside health insurance premium. In no instance shall the monthly stipend exceed ½ of the City of Elko's per employee monthly premium allocation. Stipends shall be considered taxable income.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2019, to apply Micro Slurry Seal to select City Streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Micro Slurry Seal is a preventive maintenance treatment which will be applied to approximately 44,470 l.f. of selected city streets, plus the parking corridor between 3rd<sup>th</sup> Street and 4<sup>th</sup> Street, which were identified and adopted as part of the City of Elko Street Inventory. This work will be completed after July 1, 2019. DS**
6. Budget Information: Estimated total cost of project **\$450,000.00**  
Appropriation Required: **\$450,000.00**  
Budget amount available: **\$550,000.00 requested in the FY 19/20 Budget**  
Fund name: **General Fund: Public Works Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for the Public Works Department Street Maintenance Project 2019.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review of the bids received and possible award of the Plantmix Bituminous Pavement materials to be used for the Year 2019 Construction Season, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Bids were received until 3:00 p.m. local time on Thursday, March 28, 2019.**
6. Budget Information: **Estimated amount to be used is 2,400 tons.**  

**Appropriation Required: \$200,000.00**  
**Budget amount available: \$200,000.00 (requested in the 2019/20 FY budget)**  
**Fund name: General Fund; Public Works Dept.; Hot-mix and Street Repairs**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A Bid Tab is included in the packet.**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Mike.Newby@stakerparson.com**

**CITY OF ELKO  
BID TABULATION  
FOR  
HOT-PLANTMIX ASPHALT  
APRIL 2019**

BIDDER'S NAME:  
ADDRESS:  
CITY & STATE:  
PHONE NO.:  
FAX NO.:

Staker Parson  
2755 Last Chance Road  
Elko, NV 89803  
(775)738-8155  
(775)753-8851

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>2018 Price</u>	<u>2019 Bid Price</u>
1	Delivered PG64-22 Type 2 Hot Plant-mix	Per Ton	\$91.45	<b>\$106.26</b>
2	Picked up at plant PG64-22 Type 2 Hot Plant-mix	Per Ton	\$83.08	<b>\$95.76</b>
3	Delivered PG64-22 Type 3 Hot Plant-mix	Per Ton	\$95.07	<b>\$108.78</b>
4	Picked up at plant PG64-22 Type 3 Hot Plant-mix	Per Ton	\$86.70	<b>\$98.28</b>

**Elko City Council  
Agenda Action Sheet**

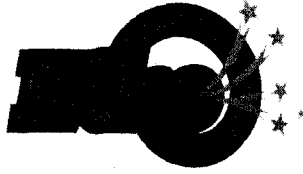
1. Title: **Consideration and possible authorization for Staff to solicit bids for Airport Improvement Project No. 3-32-0005-050(AIP 50), Pavement Maintenance, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **Council previously authorized Staff to apply for FAA Grant Application #AIP 50 on March 12, 2019. The purpose of this project is to preserve and rehabilitate the pavement on Runways 6/24 and 12/30, Taxiways A and B, blast pads, and all aprons, by crack sealing, major crack repair, seal coating, and re-striping. Cracks larger than one inch will need to be repaired. Major crack repair consists of milling two inches of asphalt and a minimum four feet wide. At the bottom of the milling, geogrid will be placed over the crack then paved over with asphalt to prevent reflective cracking. This rehabilitation is necessary to preserve the service life of the asphalt pavements. As a reminder the FAA awards grants based on bids. This project is estimated to cost a total of \$1,156,860.00. The Federal Share of 93.75% (\$1,068,830.00), combined with a Local Match of 6.25% (\$71,255), plus an additional \$16,775 which is not AIP eligible (for a total City contribution of \$88,030). JF**
6. Budget Impact Statement:  

**Appropriation Required: \$1,156,860.00**  
**Budget amount available: \$88,030.00**  
**Fund name: Airport Enterprise Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for Airport Improvement Project 3-32-0005-050(AIP 50)**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Kirk Nielsen, Project Manager**  
**Kirk.Nielsen@jviation.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: **April 9, 2019**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL**
6. Budget Information:  

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

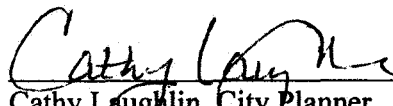
1. **The Developer shall execute a Performance Agreement in accordance with Section 3-3-44 of city code. The Performance Agreement shall be secured in accordance with Section 3-3-45 of city code. In conformance with Section 3-3-44 of city code, the public improvements shall be completed within a time 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.

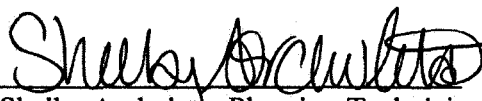
10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.

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

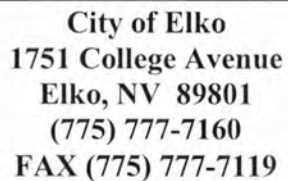
The Planning Commission's findings to support its recommendation are the Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Plat is in conformance with the Preliminary Plat. The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



## **PROJECT INFORMATION**

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

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

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

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

**EXISTING LAND USE:** Vacant

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

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

### **PROPERTY CHARACTERISTICS:**

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

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

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

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

## **BACKGROUND INFORMATION**

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



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

#### **MASTER PLAN:**

##### **Land Use**

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

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

##### **Transportation**

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

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

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

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

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

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

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

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

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

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

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

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

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

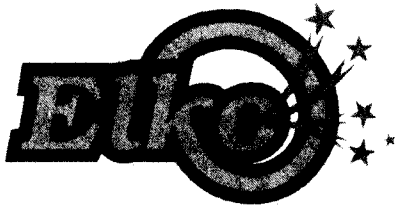
Initial

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.

RECEIVED



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

<b>Identification Data</b>	
	Subdivision Name
	Location and Section, Township and Range
	Name, address and phone number of subdivider
	Name, address and phone number of engineer/surveyor
	Scale, North Point and Date of Preparation
	Location maps
<b>Survey Data (Required)</b>	
	Boundaries of the Tract fully balanced and closed
	Any exception within the plat boundaries
	The subdivision is to be tied to a section corner
	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**

38 Lots x 25 \$950 = \$36,100  
\$1,700

File No.: 11-18 Date Filed: 8/15/18 Fee Paid: \$1700 or # 1504

RECEIVED

AUG 15 2018

Phase 3.txt

-----  
Parcel name: Lot 44

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

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

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

-----  
Parcel name: Lot 45

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

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

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

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 46

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 47

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Phase 3.txt

Parcel name: Lot 48

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 49

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 50

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

Phase 3.txt

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

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

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

Parcel name: Lot 51

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

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

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

Phase 3.txt

Parcel name: Lot 52

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

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

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

Error Closure: 0.0032 Course: S 67-29-22 W  
Error North: -0.00121 East : -0.00293  
Precision 1: 113,856.25

Parcel name: Lot 53

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

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

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

Error Closure: 0.0063 Course: N 47-53-33 E  
Error North: 0.00425 East : 0.00471  
Precision 1: 57,442.86

Phase 3.txt

Parcel name: Lot 54

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

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

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

Error Closure: 0.0047 Course: N 24-54-01 W

Error North: 0.00429 East : -0.00199

Precision 1: 76,548.94

-----  
Parcel name: Lot 55

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

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

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

Error Closure: 0.0008 Course: S 50-47-13 W

Error North: -0.00049 East : -0.00060

Precision 1: 414,550.00



Phase 3.txt

-----  
Parcel name: Lot 56

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

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

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

Error Closure: 0.0039 Course: S 28-20-56 W

Error North: -0.00347 East : -0.00187

Precision 1: 94,384.62

-----  
Parcel name: Lot 57

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

Phase 3.txt

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

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

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0020 Course: N 29-41-16 W  
 Error North: 0.00171 East : -0.00098  
 Precision 1: 183,525.00

-----  
 Parcel name: Lot 58

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

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

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0005 Course: S 06-41-40 E  
 Error North: -0.00053 East : 0.00006  
 Precision 1: 919,020.00

Phase 3.txt

Parcel name: Lot 59

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

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

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

Parcel name: Lot 60

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

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

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

Phase 3.txt

Parcel name: Lot 61

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

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

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0059 Course: S 02-53-31 W  
Error North: -0.00584 East : -0.00030  
Precision 1: 61,452.54

Parcel name: Lot 62

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

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

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

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

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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

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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

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Parcel name: Lot 69

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



Phase 3.txt

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

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

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

Parcel name: Lot 70

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

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

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

Phase 3.txt

Parcel name: Lot 71

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

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

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

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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

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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)  
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Phase 3.txt

Error Closure: 0.0000                      Course: S 90-00-00 E  
Error North: 0.00000                      East : 0.00000  
Precision 1: 380,580,000.00

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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

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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

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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

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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

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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

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Parcel name: Lot 80

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

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

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

-----  
Parcel name: Lot 81

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

Phase 3.txt

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

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

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

-----  
 Parcel name: Street Dedication

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

Phase 3.txt

Curve Length: 17.45	Radius: 20.00
Delta: 49-59-42	Tangent: 9.33
Chord: 16.90	Course: S 66-44-42 W
Course In: S 01-44-33 W	Course Out: N 48-15-09 W
RP North: 28472015.4973	East : 614100.8952
End North: 28472028.8143	East : 614085.9734
Line Course: S 41-44-51 W Length: 63.08	
North: 28471981.7512	East : 614043.9717
Curve Length: 23.56	Radius: 15.00
Delta: 90-00-00	Tangent: 15.00
Chord: 21.21	Course: S 03-15-09 E
Course In: S 48-15-09 E	Course Out: S 41-44-51 W
RP North: 28471971.7635	East : 614055.1630
End North: 28471960.5722	East : 614045.1752
Line Course: S 48-15-09 E Length: 96.61	
North: 28471896.2445	East : 614117.2547
Curve Length: 73.73	Radius: 825.00
Delta: 5-07-13	Tangent: 36.89
Chord: 73.70	Course: S 45-41-33 E
Course In: S 41-44-51 W	Course Out: N 46-52-04 E
RP North: 28471280.7232	East : 613567.9291
End North: 28471844.7627	East : 614169.9959
Curve Length: 23.29	Radius: 15.00
Delta: 88-58-41	Tangent: 14.73
Chord: 21.02	Course: S 87-37-17 E
Course In: N 46-52-04 E	Course Out: S 42-06-37 E
RP North: 28471855.0180	East : 614180.9426
End North: 28471843.8902	East : 614191.0010
Line Course: N 47-53-23 E Length: 118.73	
North: 28471923.5057	East : 614279.0815
Curve Length: 10.93	Radius: 20.00
Delta: 31-18-02	Tangent: 5.60
Chord: 10.79	Course: N 32-14-22 E
Course In: N 42-06-37 W	Course Out: S 73-24-39 E
RP North: 28471938.3428	East : 614265.6703
End North: 28471932.6327	East : 614284.8378
Curve Length: 126.19	Radius: 50.00
Delta: 144-36-07	Tangent: 156.68
Chord: 95.27	Course: N 88-53-25 E
Course In: S 73-24-39 E	Course Out: N 71-11-28 E
RP North: 28471918.3573	East : 614332.7566
End North: 28471934.4779	East : 614380.0866
Curve Length: 10.93	Radius: 20.00
Delta: 31-18-01	Tangent: 5.60
Chord: 10.79	Course: S 34-27-33 E
Course In: N 71-11-28 E	Course Out: S 39-53-27 W
RP North: 28471940.9262	East : 614399.0186
End North: 28471925.5808	East : 614386.1921
Line Course: S 50-06-33 E Length: 70.10	
North: 28471880.6238	East : 614439.9775
Curve Length: 17.45	Radius: 20.00
Delta: 49-59-41	Tangent: 9.33
Chord: 16.90	Course: S 75-06-24 E



Phase 3.txt

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

Phase 3.txt

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

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

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

-----  
 Parcel name: Total Area

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

Phase 3.txt

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

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

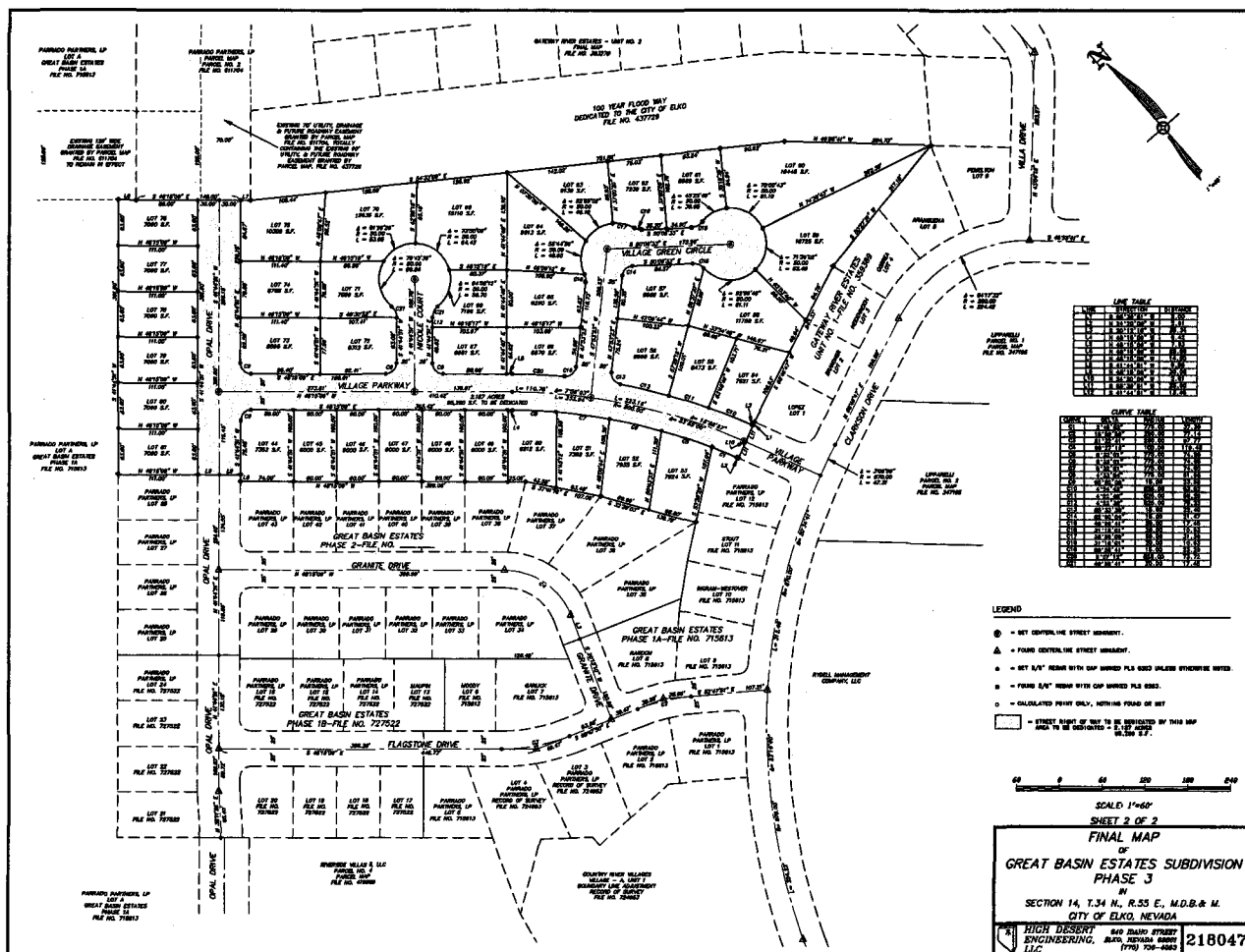
Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0086	Course: N 06-12-57 W
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Error North: 0.00852	East : -0.00093
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Precision 1: 350,104.65





**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of the 2019 Street Inventory and the 2019 Construction Season Project List, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **20 Minutes**
5. Background Information: **Staff conducted a Street Inventory in February. The purpose of this annual survey is to evaluate current road conditions and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information, City Staff's 2019 Street Inventory, and recommendations for the 2019 Construction Season Project List.**  
  
**City Staff conducted a Street Inventory in February. The purpose of his annual survey is to evaluate current road conditions and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information. DS**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **City of Elko Street Inventory and Projects Priority List for 2019.**
9. Recommended Motion: **Adopt the 2019 Street Inventory and the 2019 Construction Season Project List**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution



# **CITY OF ELKO**

## **STREET INVENTORY**

**APRIL 2019**



## **CITY OF ELKO**

### **DEFINITIONS OF ROADWAY MAINTENANCE**

#### **CONSTRUCT/RECONSTRUCT:**

Remove asphalt and base material. Prepare subgrade, place and compact Type 2 base material, then place asphalt and perform concrete sidewalk, curb & gutter replacements to meet current standards. All returns are upgraded to satisfy the ADA requirements. Drainage problems are fixed, utilities are added or replaced, and poor subgrade materials are removed and replaced. CONSTRUCT/RECONSTRUCT

#### **SURFACE RECONSTRUCTION:**

Existing roadway is ground up, re-graded, re-compacted, and new asphalt is placed. Drainage problems are fixed, utilities are added or replaced, and poor subgrade materials are removed and replaced. All returns are upgraded to satisfy the ADA requirements. Existing curb & gutter remains and if needed, better road drainage is provided. Formally referred to as "peel and pave." CONSTRUCT/RECONSTRUCT

#### **MILLING AND RESURFACING:**

Mill the top surface of the roadway. Millings are removed and new asphalt is placed for the full width of the street. All returns are upgraded to satisfy the ADA requirements. A new crown in the road surface is constructed to provide better road drainage. CONSTRUCT/RECONSTRUCT

#### **OVERLAY:**

Place a new layer of asphalt on the existing surface, usually 2-inches thick. When needed, the road surface is leveled with a leveling course prior to the asphalt overlay. PREVENTIVE MAINTENANCE



## **DEFINITIONS (continued)**

### **SLURRY SEAL:**

Oil and small aggregates are mixed together and placed on the road surface with specialized equipment. This treatment extends the wear life of the road surface (approximately 5-10 years). PREVENTIVE MAINTENANCE

### **MICRO SURFACE:**

Micro surface is a polymer modified coldmix paving system that can remedy a broad range of problems. Like slurry seal, micro paving begins as a mixture of dense graded aggregate, asphalt emulsion, water, and mineral fillers. Micro paving has added capabilities thanks to the use of high-quality carefully monitored materials including advanced polymers and other modern additives. Micro surfaces life expectancy currently exceeds 7 years. It has capabilities of filling ruts up to 1 ½ inches deep and allows the roadway to reopen to traffic usually within an hour. PREVENTIVE MAINTENANCE

### **CHIP SEAL:**

Oil is applied to the road surface and small aggregate is placed on top of the oil with specialized equipment. This treatment extends the wear life of the road surface (approximately 5-10 years). PREVENTIVE MAINTENANCE

### **CRACK SEAL:**

Is done yearly, as budget allows, to seal off the street's surface extending the life of the road. PREVENTIVE MAINTENANCE

### **DUST SUPPRESSION:**

Gravel roads have a material applied to them to suppress dust and keep moisture in the road surface. Application of this material is every year. PREVENTIVE MAINTENANCE

### **SEAL COAT:**

Oil only is applied to new asphalt when it is installed to keep the surface of the asphalt sealed. PREVENTIVE MAINTENANCE



## **CONSTRUCT/RECONSTRUCT**

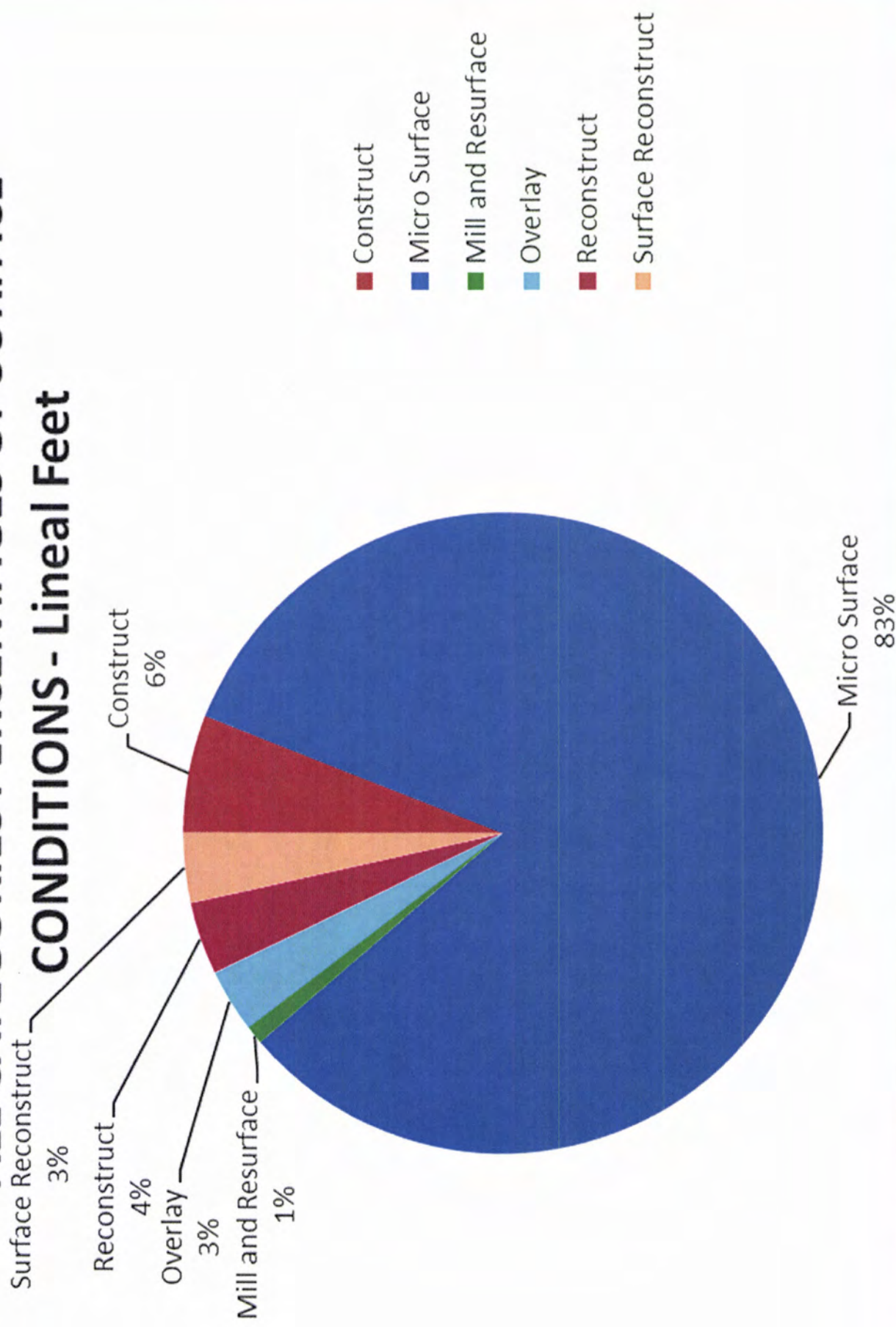
A road that requires the surface to be fully removed, the base materials re-compacted (or replaced as necessary), a new road section designed to meet traffic use, and a new asphalt surface installed. This category includes construction and reconstruction.

## **PREVENTIVE MAINTENANCE**

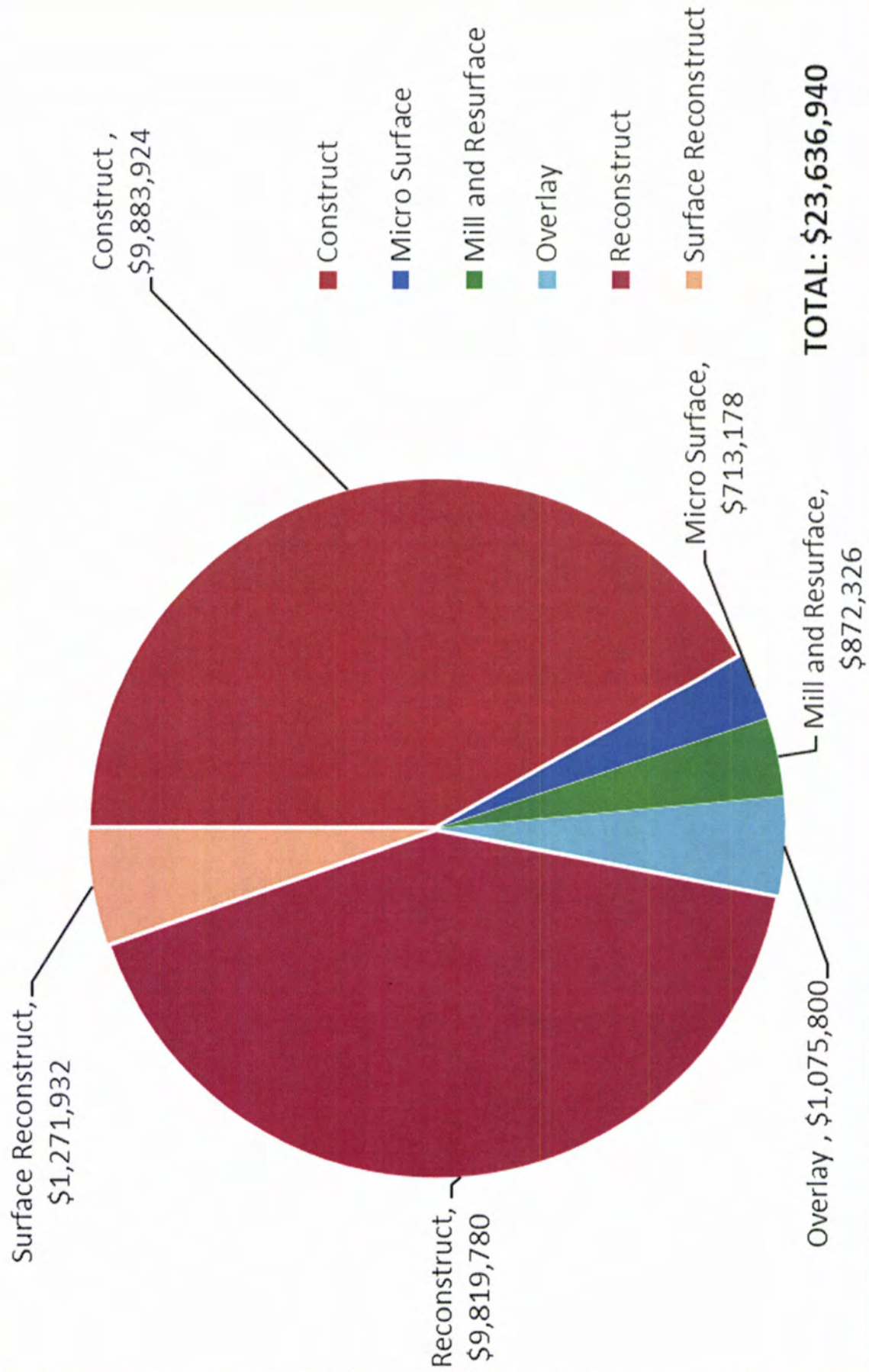
Needed to extend the life of a road and to keep the cost of maintenance low. Surface treatments are added to prevent water from damaging asphalt, increase friction, add wear for longevity, and seal cracks to prevent the base and subgrade from being damaged. This category includes overlay, chip seal, slurry seal, micro pave, seal coat and dust suppression.



# ALL CATEGORIES PERCENTAGES OF SURFACE CONDITIONS - Lineal Feet



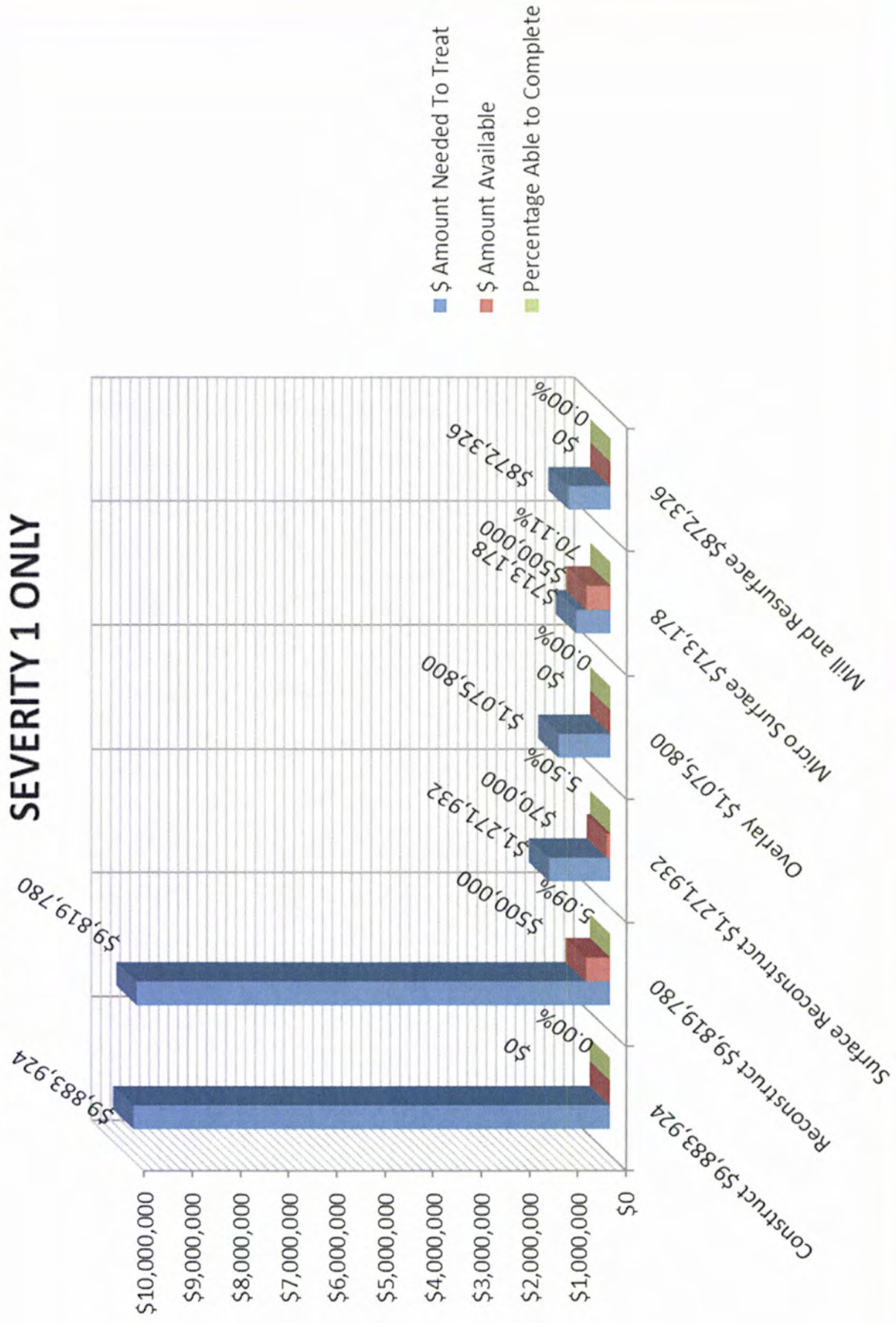
## SEVERITY 1 TOTAL COST TO TREAT



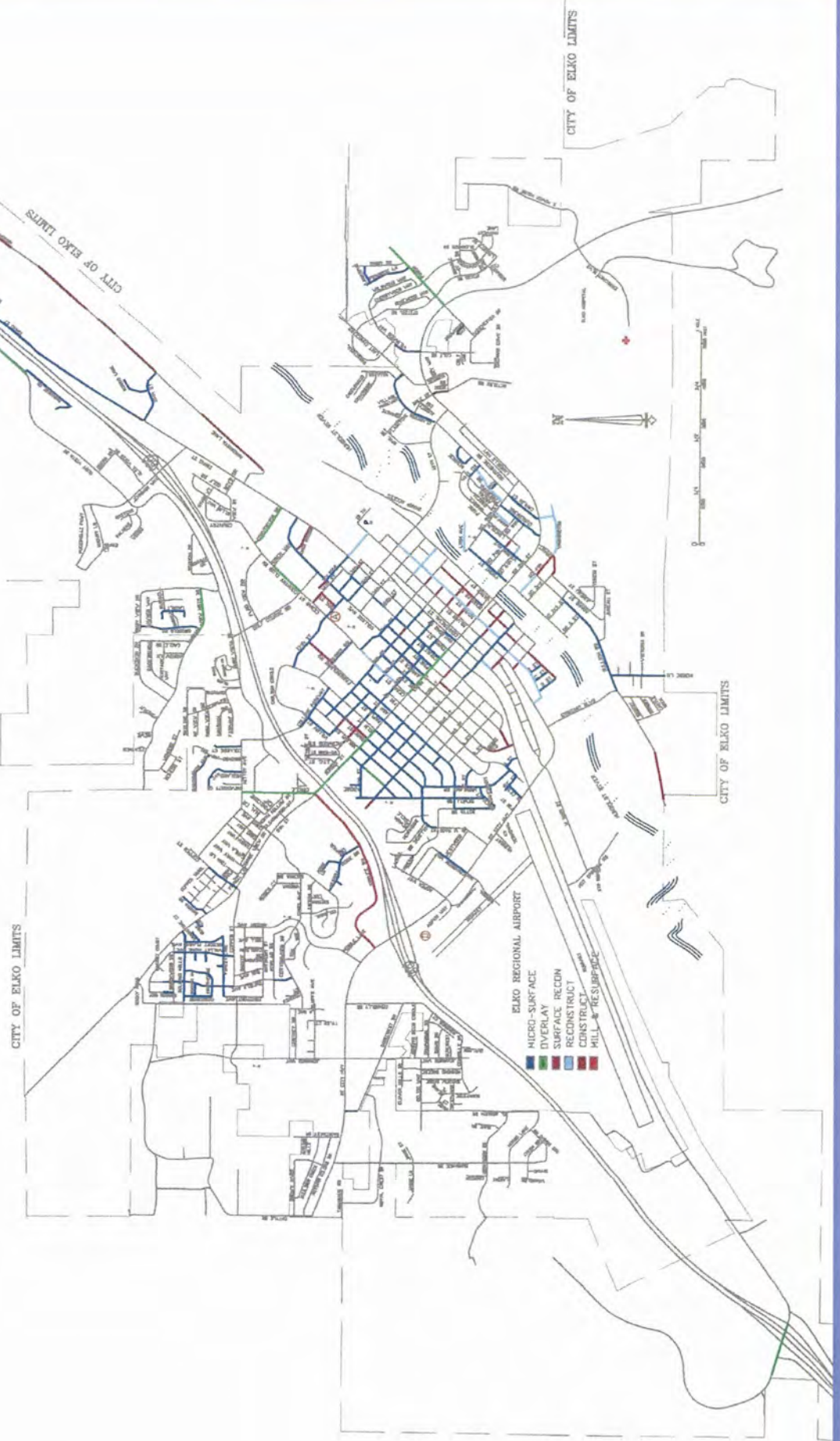


# COST TO TREAT COMPARED TO FUNDS AVAILABLE

## SEVERITY 1 ONLY



# SEVERITY NO. 1 ALL TREATMENTS





# CONSTRUCT/RECONSTRUCT CAPITAL CONSTRUCTION FUND SEVERITY RATING 1

There is a total of 12,555 lineal feet with this rating for construction.  
That is a total of 2.38 miles.

The estimated cost for new construction is \$9,866,604

- There will be \$0 in the 19/20 budget. 0 l.f. to be completed after July 1, 2019
- The estimated cost of new construction includes installation of water and sewer lines and is based on \$787.25 per lineal foot.

There is a total of 13,415 lineal feet with this rating for reconstruction.  
That is a total of 2.54 miles.

The estimated cost for reconstruction is \$9,819,780

- There will be \$0 in the 19/20 budget. 0 l.f. to be completed after July 1, 2019
- The cost of re-construction is based on \$732.00 per lineal foot.

**NOTE:** The Capital Construction Fund monies are being reserved for the Cedar Street Reconstruction Project.



# SEVERITY NO. 1 CONSTRUCT AND RECONSTRUCT

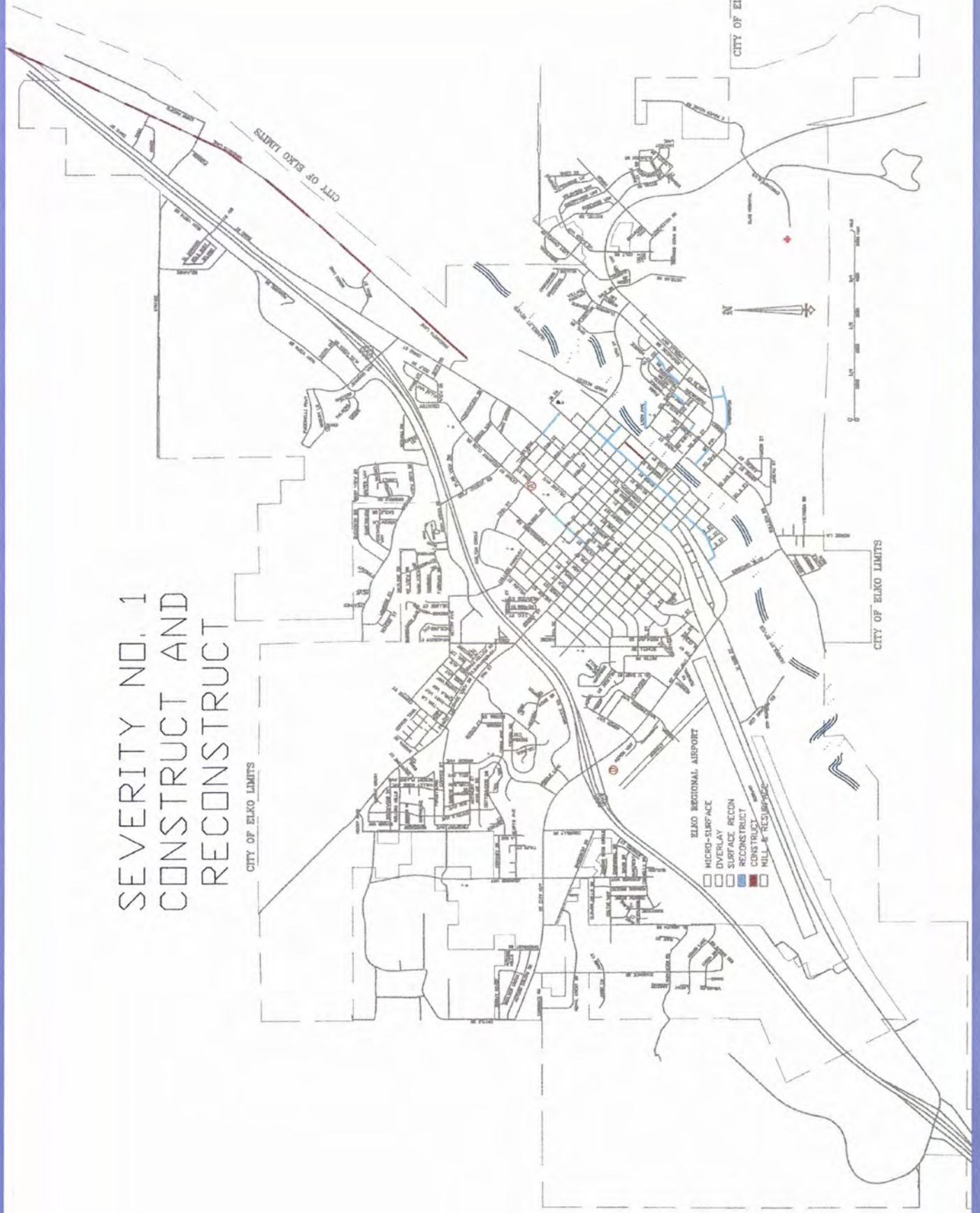
CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

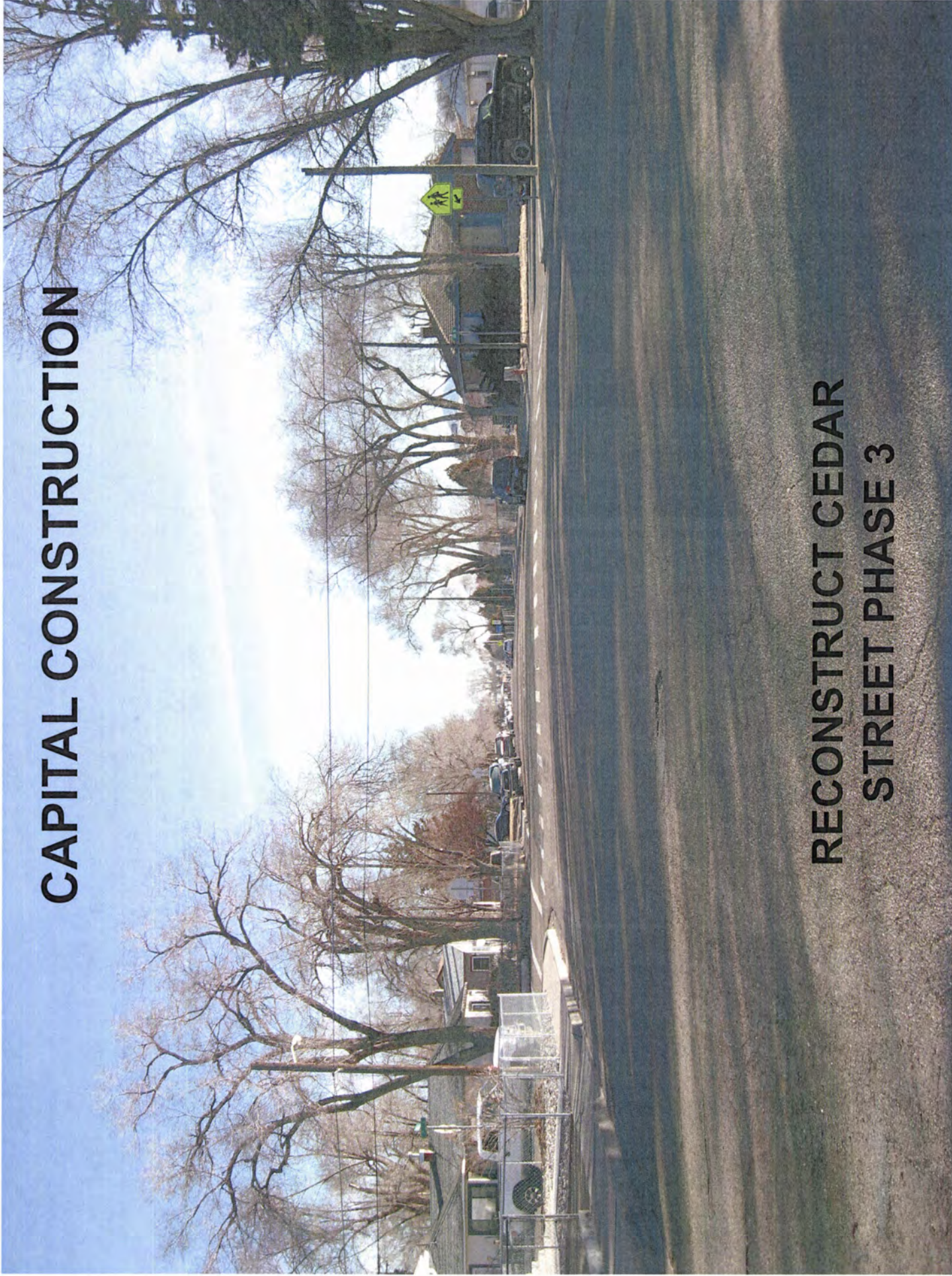
CITY OF ELKO LIMITS

- ELKO REGIONAL AIRPORT
- ☐ MICRO-SURFACE
  - ☐ OVERLAY
  - ☐ SURFACE RECON
  - ☐ RECONSTRUCT
  - ☐ CONSTRUCT
  - ☐ MILL & RESURFACE





# CAPITAL CONSTRUCTION



## RECONSTRUCT CEDAR STREET PHASE 3



# SURFACE RECONSTRUCTION

## GENERAL FUND

### SEVERITY RATING 1

There is a total of 18,189 lineal feet with this rating for surface reconstruct.

That is a total of 3.44 miles. The estimated cost is \$1,271,932.

- The estimated cost is based on \$81.77 per lineal foot for a 46-foot wide street (with City forces).
- There will be \$70,000 in the 19/20 budget. ± 760 l.f. to be completed after July 1, 2019.
- There is \$200,000 in the hotmix budget.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.



# SEVERITY NO. 1 SURFACE RECONSTRUCT

CITY OF ELKO LIMITS

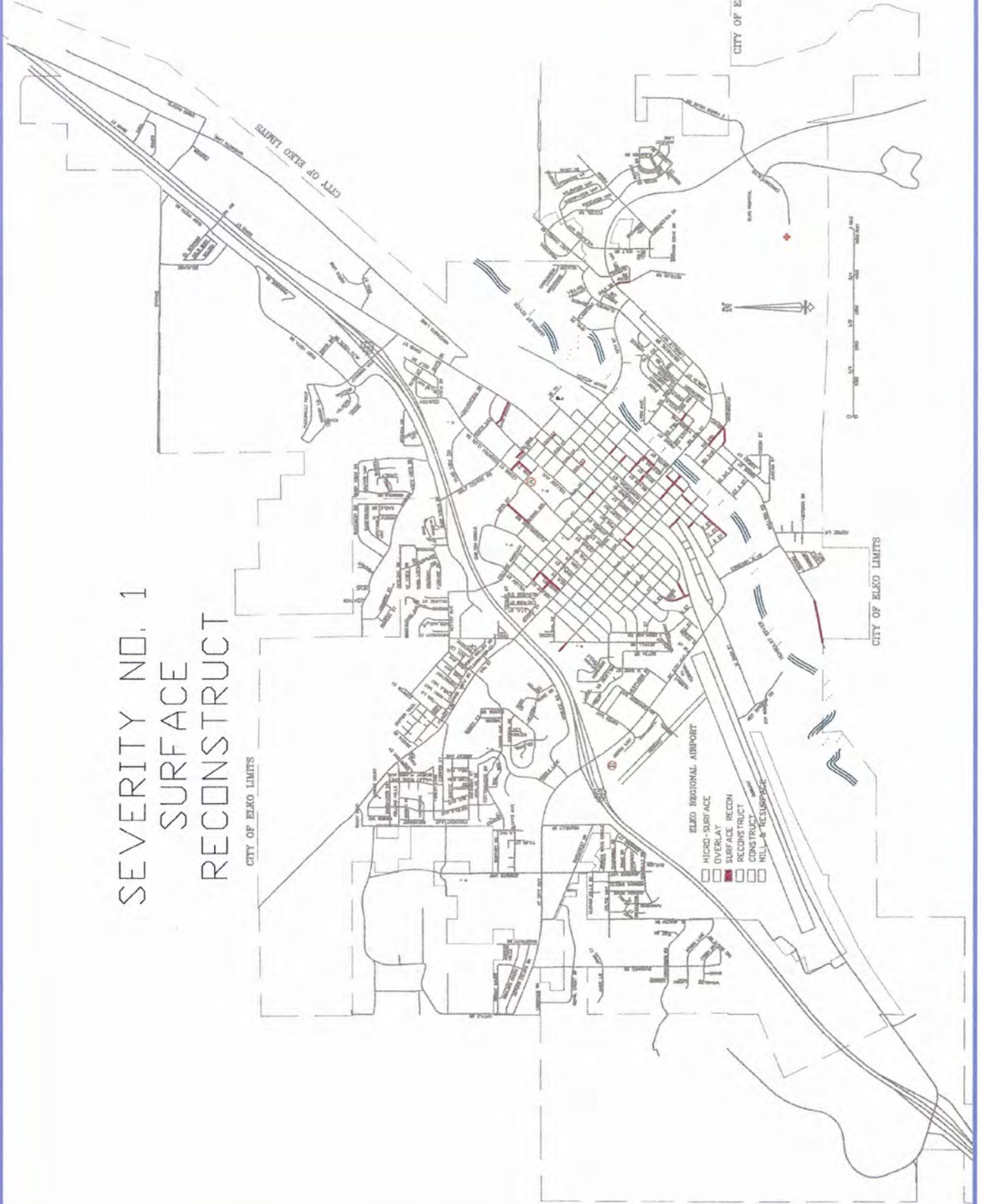
CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

ELKO REGIONAL AIRPORT

- MICRO-SURFACE
- OVERLAY
- SURFACE RECON
- RECONSTRUCT
- CONSTRUCT
- MILL & RE-SURFACE







**SURFACE RECONSTRUCT**



# MILLING AND RESURFACING

## GENERAL FUND

### SEVERITY RATING 1

There is a total of 4,793 lineal feet with this rating for Milling and Resurfacing.

That is a total of .90 miles. The estimated cost is \$872,326

- The estimated cost is based on \$182.00 per lineal foot for a 46-foot wide street.
- There will be \$0 in the 19/20 budget. ± 0 l.f. to be completed after July 1, 2019.
- There is \$200,000 in the hotmix budget.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.



# SEVERITY NO. 1 MILL AND RESURFACE

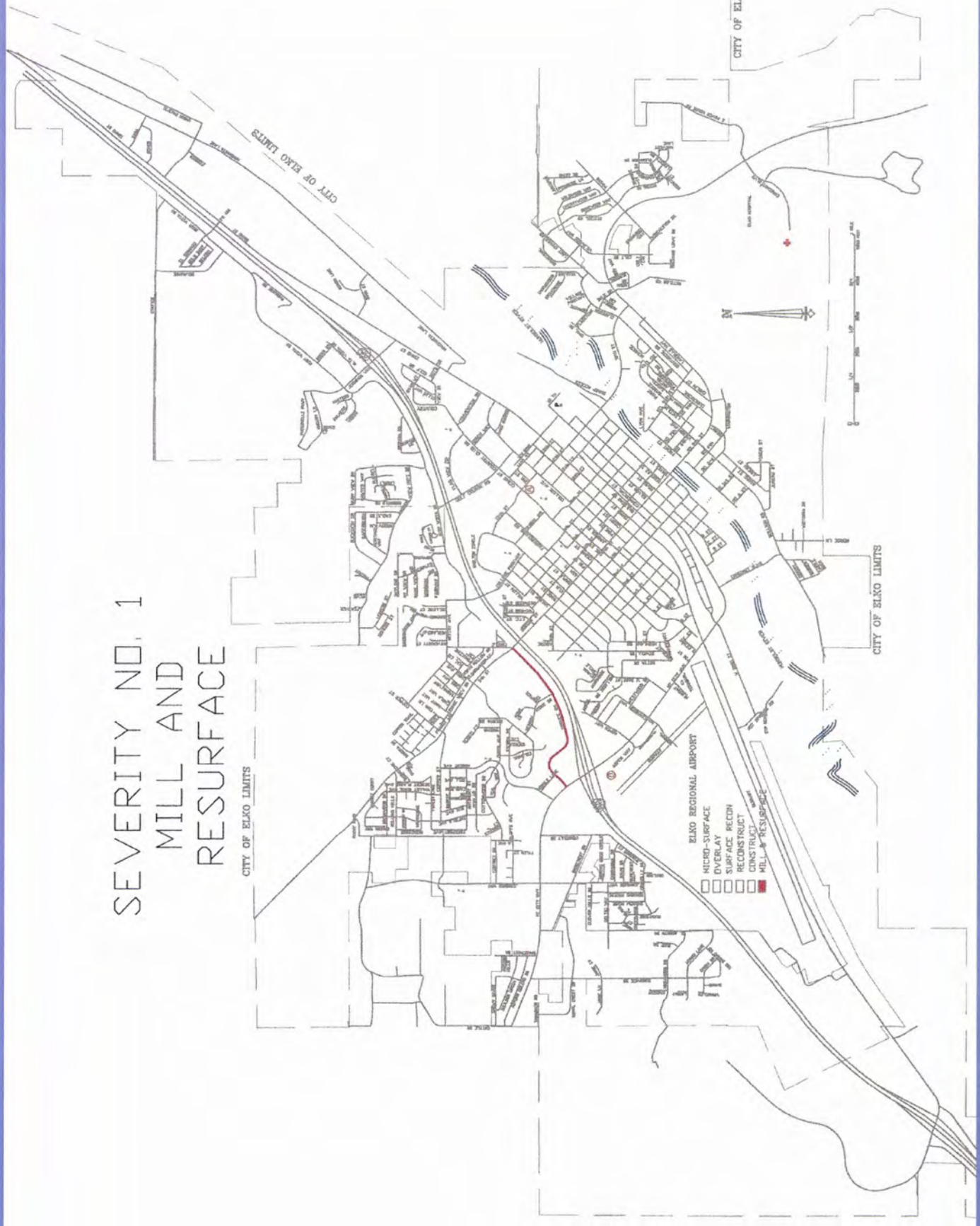
CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

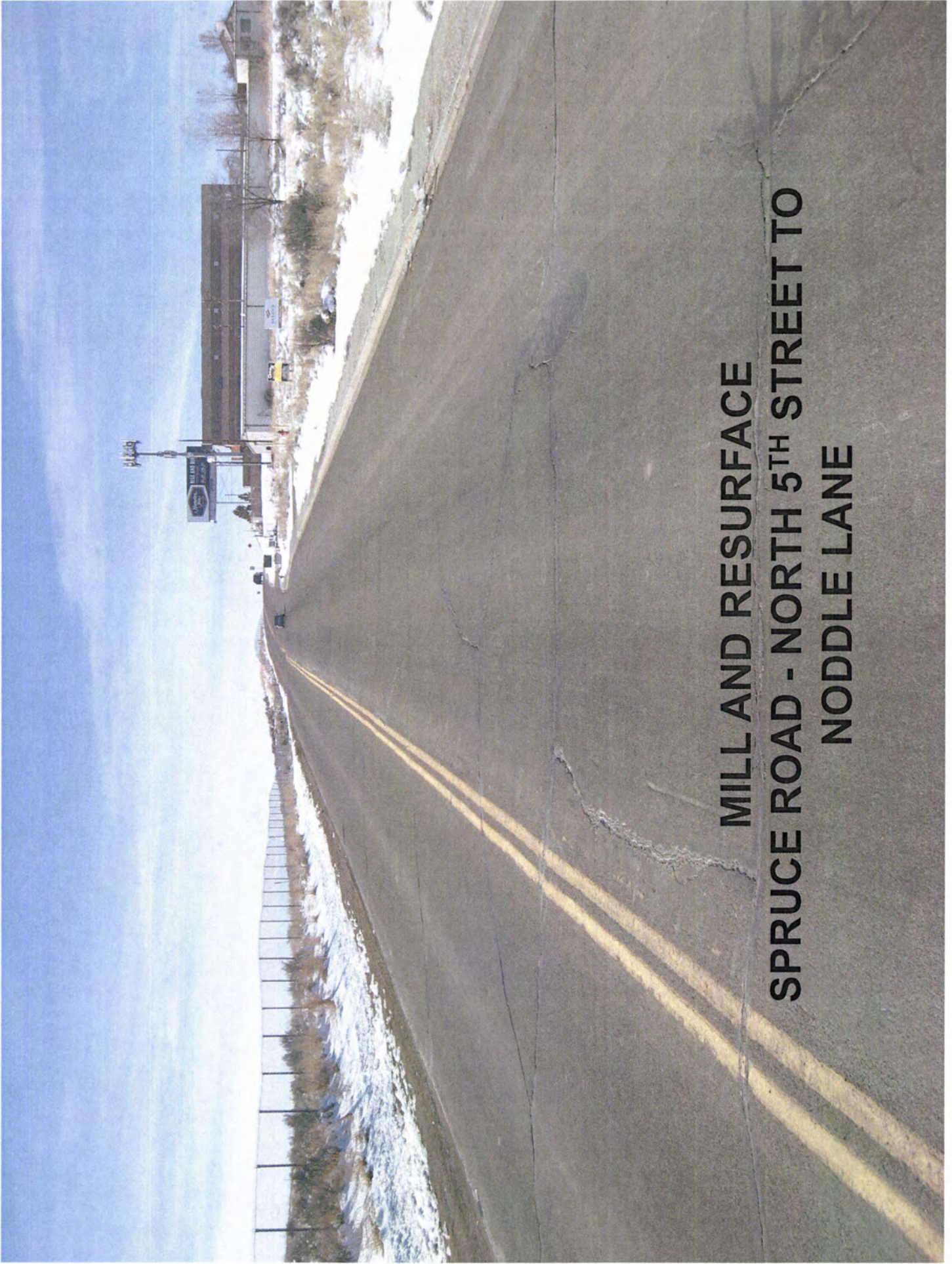
CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

- ELKO REGIONAL AIRPORT
- MICRO-SURFACE
  - OVERLAY
  - SURFACE RECON
  - RECONSTRUCT
  - MILL & RESURFACE







**MILL AND RESURFACE  
SPRUCE ROAD - NORTH 5<sup>TH</sup> STREET TO  
NODDLE LANE**



# OVERLAY

## GENERAL FUND

### SEVERITY RATING 1

There is a total of 14,599 lineal feet with this rating for overlay.

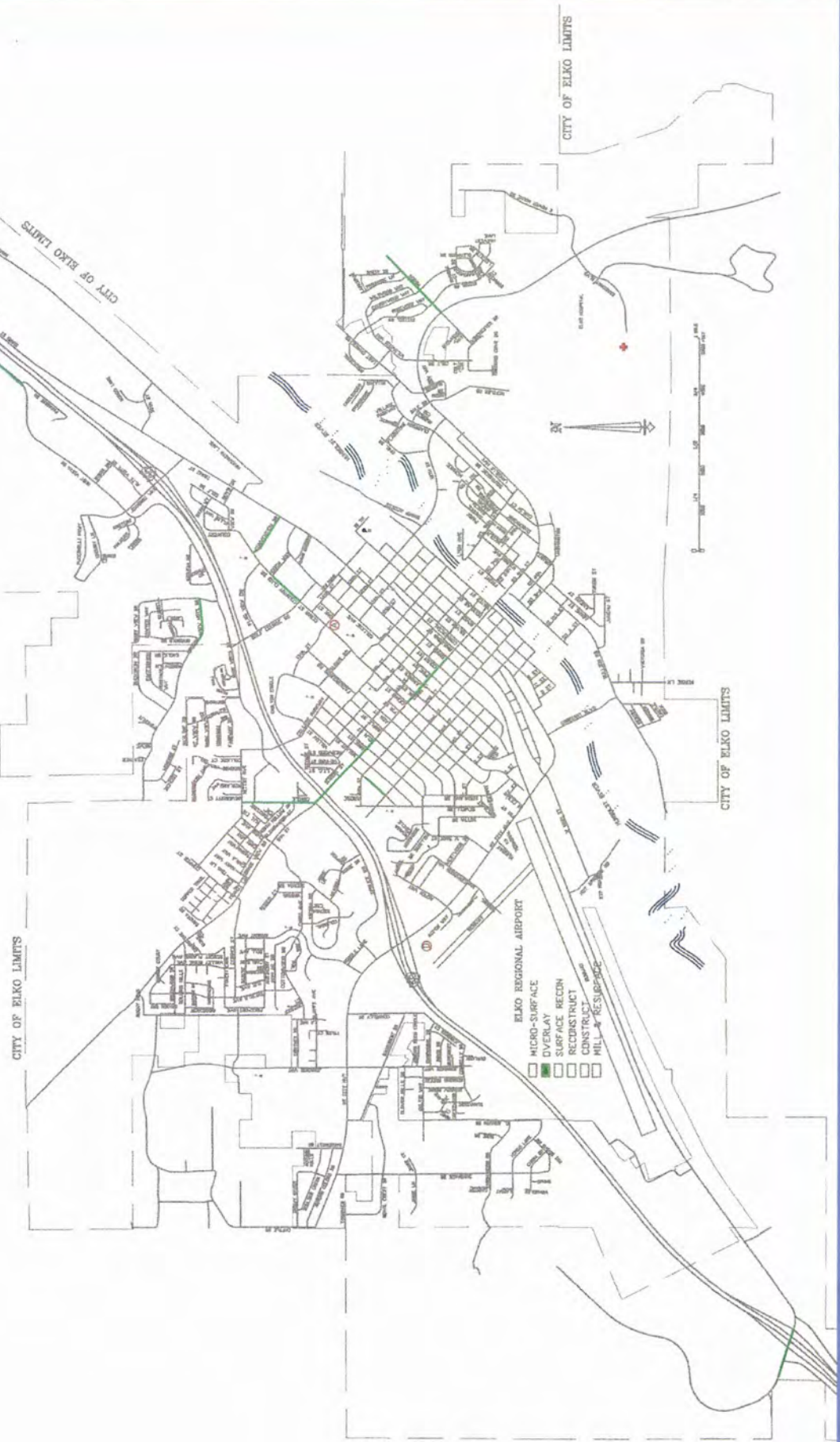
That is a total of 2.76 miles. The estimated cost is \$1,075,800.

The estimated cost is based on \$73.69 per lineal foot for a 46-foot wide street with a 2" thick overlay (with City forces).

- There is approximately \$0 left in the 18/19 budget.
- ± 0 l.f. to be completed before July 1, 2019.
- There is \$200,000 in the FY 19/20 hotmix budget.
- ± 0 l.f. to be completed after July 1, 2019.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.



# SEVERITY NO. 1 OVERLAY







OVERLAY 5<sup>TH</sup> ST FROM ELM TO SPRUCE



# SLURRY/MICRO SURFACE

## SEVERITY RATING 1

There is a total of 118,863 l.f. with this rating for slurry/micro surface. That is 22.51 miles. The estimated cost is \$713,178.

- The estimated cost is based on  $\pm$  \$6.00 per lineal foot for a 46-foot wide street.
- There is \$500,000 allocated in the 18/19 budget for street maintenance.  $\pm$ 44,470 l.f. to be completed after July 1, 2019.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring



The map displays the city of Elko, Nevada, with its limits clearly marked. The Elko Regional Airport is located in the upper right quadrant. The map is color-coded to show different types of roadwork planned or completed. A legend in the lower right corner defines the symbols: MICRO-SURFACE (light blue), OVERLAY (dark blue), SURFACE RECON (yellow), RECONSTRUCT (orange), CONSTRUCT (red), and MILL & RESURFACE (green). The map also shows the Elko River, various streets, and the city of Elko limits. A scale bar and a north arrow are included.

CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

CITY OF ELKO LIMITS

ELKO REGIONAL AIRPORT

30V 300 IS - UG 114

☒ MICRO-SURFACE  
☐ OVERLAY

☐ SURFACE RECON

☐ RECONSTRUCT  
☐ COMPLETION

☐ MILL & RESURF

1111

1111

11

A small line graph with a single data series showing a downward trend. The line starts at a high point on the left and slopes down to a lower point on the right.

111

1





**SLURRY/MICRO SURFACE**



# CRACK SEAL

- Crack seal will be done on an as needed basis.
- There is \$10,000 remaining in the 18/19 budget for Crack Sealing and \$20,000 in the 19/20 budget for Crack Sealing.





CRACK SEAL



# CITY OF ELKO, NEVADA

## 2019 CONSTRUCTION SEASON PROJECT LIST

### CAPITAL CONSTRUCTION:

Design for the Cedar Street  
Reconstruction Phase 3

### SURFACE RECONSTRUCT:

FY 2019/20

±760 l.f.

Sage Street from 5<sup>th</sup> Street to 7<sup>th</sup> Street

### EXTENSIVE PATCHING:

FY 2018/19

±3,000 l.f.

5<sup>th</sup> Street – Elm Street to Spruce Road

### EXTENSIVE PATCHING

FY 2019/20

±586 l.f.

Willow Street from 2<sup>nd</sup> Street to the Valley  
Gutter

±1,422 l.f.

Indian View Heights Drive from Ruby  
View Drive to the City limits

### MICRO SURFACE:

FY 2019/20

±44,470 l.f.

of No. 1 Severity Rating  
+ Corridor Parking lot between 3<sup>rd</sup> & 4<sup>th</sup>

### Total Lineal Feet:

±50,238 l.f.

### Total Miles:

± 9.51



**Elko City Council  
Agenda Action Sheet**

1. Title: **Reconsideration and possible action to approve Revocable Permit No. 4-18, filed by Kraus Enterprises, LLC to occupy a portion of Silver Street Right-of-Way to accommodate landscaping, ADA ramp and patio, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **At the November 27, 2018 meeting, the City Council approved Revocable Permit 4-18 for landscaping, ADA ramps and patio in the Silver Street Right-of-Way for Kraus Enterprises LLC, subject to execution of a revocable license agreement. Since that time, the Permittee has determined that it must construct a larger ADA ramp than the one shown on the exhibits to the previously-approved license agreement. Accordingly, a new license agreement with revised exhibits reflecting the larger ADA ramp is submitted to the Council for approval. This license agreement is otherwise the same as the previously-approved license agreement. CL**
6. Budget Impact Statement:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License Agreement, Exhibit A & B**
9. Recommended Motion: **Approve Revocable Permit 4-18 for landscaping, ADA ramps and patio in Silver Street Right-of-Way with the revised Exhibit A & B subject to execution of a Standard License Agreement between the Applicant and the City of Elko.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal Council**
12. Council Action:
13. Council Agenda Distribution: **High Desert Engineering**  

**640 Idaho Street**  
**Elko, NV 89801**  
**[tcballer@frontiernet.net](mailto:tcballer@frontiernet.net)**

**Kraus Enterprises, LLC.**  
**1207 Water Street**  
**Elko, NV 89801**  
**[julie@wspropane.com](mailto:julie@wspropane.com)**

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

**THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY** (hereinafter the "License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (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 **KRAUS ENTERPRISES, LLC.**, a Nevada limited-liability company, hereinafter called the "**Licensee**."

### **RECITALS**

- A. **Licensee** owns property located generally at 336 Silver Street, Elko, Nevada; and
- B. **Licensee** desires to place landscaping, ADA ramps and a patio in approximately 330 square feet of the Silver Street right-of-way, located generally on the south side of Silver Street between 3<sup>rd</sup> and 4<sup>th</sup> Street, more particularly described in the legal description attached hereto as Exhibit A, hereinafter called the "Right-of-Way," for parking associated with its operations; and,
- C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for landscaping, ADA ramps and patio as shown on the site plan attached hereto as Exhibit B.

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

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

The parties hereto further covenant and agree as follows:

1. **TERM:** The term of this License Agreement shall be one (1) month, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**. The **City of Elko** may, upon request by the **Licensee** and at its sole discretion, extend the term of this License Agreement from month-to-month thereafter. Notwithstanding the foregoing, the

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

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

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

3.     **NOTICE:**     Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: VFW, PO Box 1266, Elko, Nevada 89803.

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

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

(b)     **Licensee** shall be responsible for maintaining the landscaping and related improvements in a clean and orderly manner at all times.

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

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

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

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

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

8. **GENERAL COVENANTS:**

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the

respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

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

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

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

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

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

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

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

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

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

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

(m) Time is of the essence.

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

**KRAUS ENTERPRISES, LLC.:**

**CITY OF ELKO:**

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

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

REECE KEENER, Mayor

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

ATTEST:

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

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY APPLICATION FOR  
REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY  
FOR KRAUS ENTERPRISES, LLC

April 1, 2019

A Parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B.& M., Elko, Nevada, being a portion of Silver Street, more particularly described as follows:

Beginning at the most Westerly Corner of Lot 9, Block U, as shown on the Map of the Town, now City of Elko, on file in the Office of the Elko County Recorder, Elko, Nevada, being Corner No. 1, a point being on the Southeasterly Right of Way of said Silver Street, the True Point of Beginning;

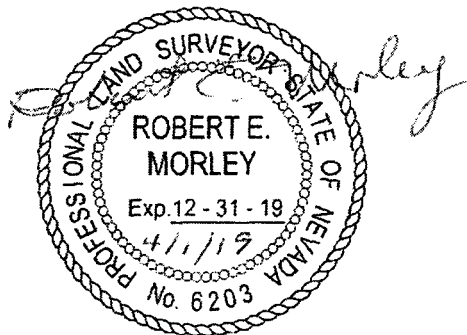
Thence N 48° 01' 24" W, 6.60 feet to Corner No. 2;

Thence N 41° 58' 36" E, 50.00 feet to Corner No. 3;

Thence S 48° 01' 24" E, 6.60 feet to Corner No. 4, a point being the most Northerly corner of Lot 8, Block U, as shown on the said Map of the Town, now City of Elko;

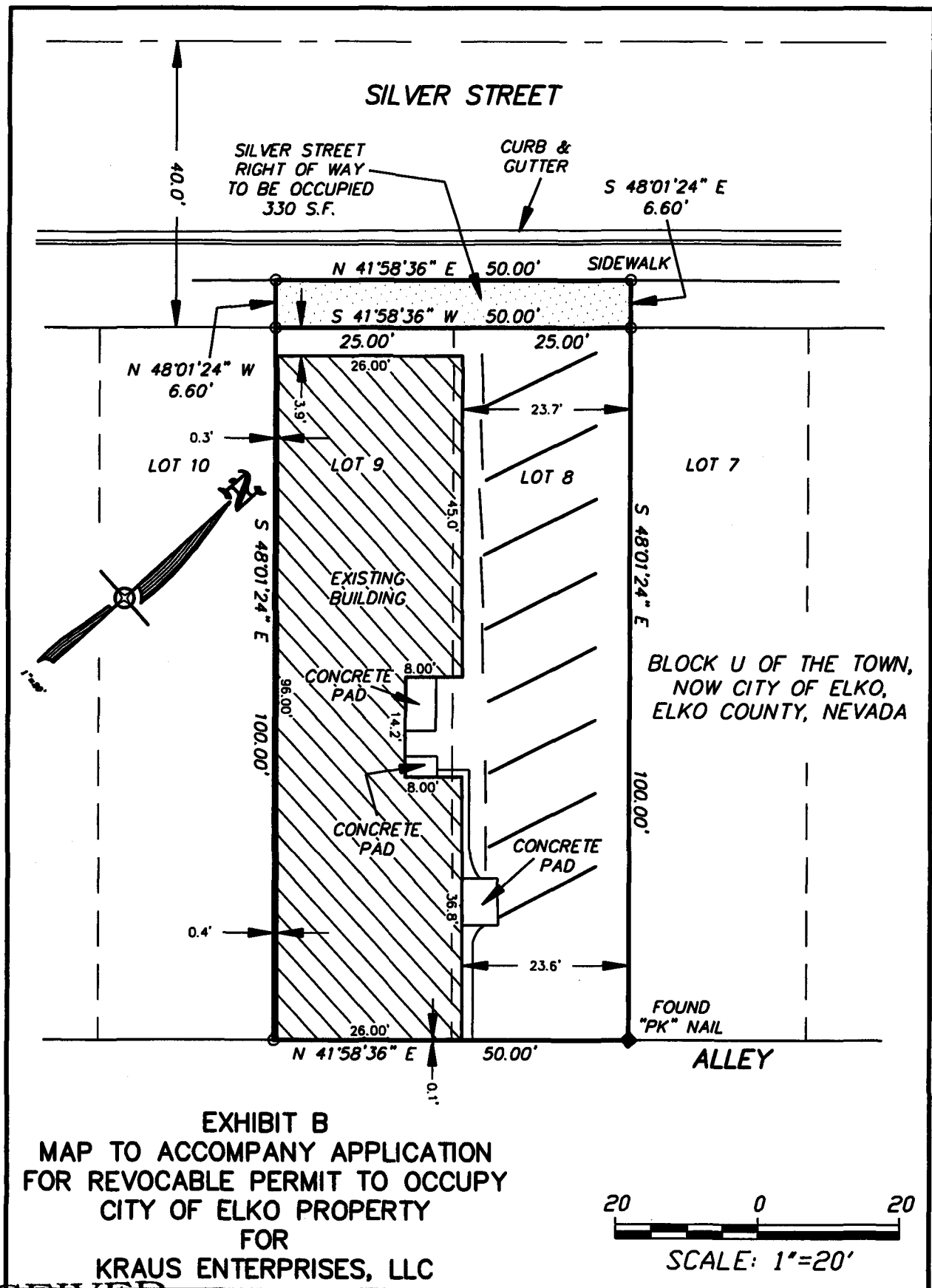
Thence S 41° 58' 36" W, 50.00 feet along the Northwesterly Lines of Lot 8 and Lot 9 of said Block U, also being the said Southeasterly Right of Way of Silver Street to Corner No.1, the point of beginning, containing 330 square feet more or less.

Reference is hereby made to Exhibit B, Map to Accompany Application for Revocable Permit to Occupy City of Elko Property for Kraus Enterprises, LLC, attached hereto and made a part hereof.



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**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a Lease Agreement of T-Hangar D7 between the City of Elko and Silverado Land Management, LLC, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 9, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Silverado Land Management, LLC has recently purchased Hangar 7 from Robert Oeschger. A copy of the Lease Agreement has been included in the packet for your review. JF**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Lease Agreement with lease description & Map.**
9. Recommended Motion: **Move to approve a Hangar (D-7) Agreement with Silverado Land Management, LLC.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **Silverado Land Management, LLC  
Attn: Garry and/or Jeannie Jensen  
11820 Canyon Dawn Drive  
Sparks, NV 89441**

**LEASE AGREEMENT**  
**(Airport Hangar D7)**

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and SILVERADO LAND MANAGEMENT, LLC, a Nevada limited-liability company, hereinafter referred to as "Lessee."

**WHEREAS**, pursuant to NRS 496.080(4) (Sale, lease or other disposal of municipal airports and related facilities and property), the governing body of a city whose population is less than 25,000 may rent or lease to a person a space that is less than one-half of an acre for the parking or storage of aircraft on the grounds of a municipal airport that is owned or operated by the city without conducting or causing to be conducted an appraisal or a public auction;

**WHEREAS**, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a space on located within the boundaries of the Elko Regional Airport for the purpose of parking and/or storing aircraft;

**WHEREAS**, the parties hereto have determined that this Lease Agreement falls within the exemption contained in NRS 496.080(4);

**NOW, THEREFORE**, for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

**SECTION 1**  
**PROPERTY**

1.01 Description. Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of an airplane hangar, consisting of known as "T-Hangar D7," which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference.

**SECTION 2**  
**TERM OF LEASE**

2.01 Term. This Lease Agreement shall begin \_\_\_\_\_, 2019 and end at midnight on \_\_\_\_\_, 2029 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for one (1) additional ten (10) year term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the Initial Term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of the essence. Notwithstanding any other provision contained herein, all provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the Initial Term; *provided*, in the event the parties are unable to renegotiate mutually-acceptable terms and conditions prior to the expiration of the Initial Term, the option to extend shall thereupon automatically expire and this Lease Agreement shall terminate.

**SECTION 3**  
**RENT**

3.01 Annual Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

**Hangar D-7: 1,042.10 square feet @ \$.28/square foot = \$291.79**

3.02 Initial Payment of Rent. Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$\_\_\_\_\_ for the first \_\_\_\_\_ months of the Lease.

3.03 Date Rent Due. After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2019, in the sum of **TWO HUNDRED NINETY-ONE DOLLARS AND SEVENTY-NINE CENTS (\$291.79)**. It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar lessees at the Elko Regional Airport.

**SECTION 4**  
**USE OF LEASED PREMISES**

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for the placement of an aircraft hangar and the parking and/or storage of aircraft. No other use, including the storage of personal property other than aircraft, shall be made of the Leased Premises.

**SECTION 5**  
**SERVICES TO BE PERFORMED BY LESSEE**

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Cost of Maintenance. The Lessee shall bear all of the costs and expenses of maintaining the Leased Premises and the hangar thereon, and the Lessee shall pay, in addition to the rent, all other costs associated with the use and occupancy of the Leased Premises, including insurance, taxes, permits and licenses.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

**SECTION 6**  
**REMOVAL OF HANGAR**

6.01 Termination Upon Removal of Hangar. In the event the airplane hangar placed on the Leased Premises by the Lessee is removed for a period of thirty (30) consecutive days, this Lease shall terminate without further notice.

**SECTION 7**  
**LESSOR'S OPTION TO PURCHASE HANGAR**

7.01 Purchase of Hangar Upon Lease Termination/Expiration. As additional consideration for this Lease, Lessee hereby grants to Lessor the option to purchase the

hangar constructed on the Leased Premises by Lessee in accordance with the provisions hereof, together with any alterations or additions thereto. In the case of the natural expiration of the term of this Lease Agreement, for which purposes of this Section shall include any written extensions or renewals of the terms of this Agreement, Lessor may exercise the option by giving written notice of exercise to Lessee no later than forty-five (45) days prior to the expiration date. In the case of an earlier termination of this Lease, Lessor shall exercise its option to purchase by giving written notice of Lessor's exercise of the option to Lessee at any time prior to the date of termination.

**7.02 Determination of Hangar Purchase Price.** The purchase price for the hangar shall be the then fair market value of the hangar as determine by an agreement between Lessor and Lessee. If Lessor and Lessee are unable to agree upon the fair market value, then Lessor, at Lessor's cost and expense, shall provide Lessee with a written appraisal of the hangar within thirty (30) days after the day of the written notice exercising the option. Lessee shall then have ten (10) days to either accept or reject the appraisal submitted by Lessor and shall provide Lessor written notice of Lessee's acceptance or rejection of the appraisal. If Lessee rejects Lessor's appraisal, then Lessee shall, at Lessee's cost and expense, obtain an appraisal of the hangar by a qualified and experienced appraiser selected by Lessee and Lessee shall provide Lessor with the written appraisal of the hangar within thirty (30) days after the date of written notice rejecting Lessor's appraisal. If Lessee rejects Lessor's appraisal and obtains a separate appraisal of the fair market value of the hangar, then the purchase price shall be the average of the two appraisals.

**7.03 Payment of Purchase Price.** The purchase price for the hangar shall be paid by Lessor to Lessee in cash within ninety (90) days after the expiration or termination of the Lease Agreement. Upon receipt of the purchase price, Lessee shall execute and deliver to Lessor a bill of sale, in a form approved by Lessor, transferring title to the hangar to Lessor free and clear of all liens, encumbrances and security interests.

## **SECTION 8**

### **REMOVAL OF PROPERTY UPON TERMINATION OF LEASE**

**8.01 Lessee to Remove Personal Property.** In the event of the termination of this Lease Agreement, Lessee shall have a reasonable time to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor. Notwithstanding the foregoing, the Lessee's obligation to remove personal property shall not apply to personal property that Lessor purchases from the Lessee pursuant to Section 7, above.

## **SECTION 9**

### **INSURANCE**

9.01 Personal Property Insurance. The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 Liability Insurance. The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Lease Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$500,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$1,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands and actions.

9.03 Proof of Insurance to Lessor. The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

## **SECTION 10**

### **INDEMNIFICATION AND HOLD HARMLESS**

10.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

**SECTION 11**  
**CONDUCT BY LESSEE**

11.01 Compliance With Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as Exhibit B.

**SECTION 12**  
**WASTE**

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

**SECTION 13**  
**UTILITIES**

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased Premises.

**SECTION 14**  
**TAXES**

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against property placed upon the Leased Premises by the Lessee, together with all necessary license fees.

**SECTION 15**  
**DEFAULT**

15.01 Termination of Lease Upon Default. In the event the rent required by this Lease Agreement is in arrears or unpaid on the date when due and remains unpaid for ten (10) days thereafter (which ten (10) day period shall constitute a grace period), Lessor, its agents or legal representatives may then go to and upon the Leased Premises without further notice, and may repossess itself thereof, and may thereafter hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination

of this Lease Agreement.

15.02 Breach. Except as otherwise provided in Subsection 15.01, above, in the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, Lessor shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

## **SECTION 16**

### **QUIET POSSESSION**

16.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

## **SECTION 17**

### **IMPROVEMENTS**

17.01 Notification of Lessor. Lessee shall notify Lessor prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee's expense.

## **SECTION 18**

### **AIRPORT MASTER PLAN**

18.01 Termination of Lease. The Lessee understands that the Lessor may develop and adjust its master plan at the airport and that movement of buildings and structures may become necessary. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease Agreement to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.03 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.



**SECTION 19**  
**ASSIGNMENT**

19.01 No Assignment. This Lease Agreement shall not be assigned, nor shall any or all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

**SECTION 20**  
**LIENS / ENCUMBRANCES**

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease Agreement and a termination of Lessee's right in and to this Lease Agreement and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease Agreement shall continue in full force and effect.

**SECTION 21**  
**CLOSURE OF AIRPORT**

21.01 Rent Abated; Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease Agreement so as to extend and postpone the expiration thereof.

**SECTION 22**  
**INSPECTION**

22.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

**SECTION 23**  
**ADDITIONAL TERMS**

23.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on Exhibit C attached hereto.

23.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease Agreement shall immediately terminate without further notice and any hangar and personal property remaining on the Leased Premises shall become the property of Lessor.

23.03 Waiver. No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO:                      Elko Regional Airport Director  
   City of Elko  
   1751 College Avenue  
   Elko, NV 89801

LESSEE:                                Silverado Land Management, LLC  
   ATTN: Garry K. and/or Jeannie M. Jensen  
   11820 Canyon Dawn Drive  
   Sparks, NV 89441

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, his/her/its heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease Agreement. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease Agreement shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be executed on the day and year first above written.

**LESSOR:**

**CITY OF ELKO**

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

**ATTEST:**

\_\_\_\_\_  
**KELLIE WOOLDRIDGE, City Clerk**

**LESSEE:**

**SILVERADO LAND MANAGEMENT,  
LLC**

By: \_\_\_\_\_  
**MANAGER**

Exhibit A

Description of Leased Premises



## EXHIBIT A

### LEGAL DESCRIPTION OF LEASE AREA

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

Beginning at a point that bears South 76°43'54" East, a distance of 1,553.72 feet from the Elko Regional Airport survey control monument "Cessna";

Thence, North 45°49'00" West, a distance of 17.00 feet;

Thence, North 44°11'00" East, a distance of 12.00 feet;

Thence, North 45°49'00" West, a distance of 17.00 feet;

Thence, North 44°11'00" East, a distance of 18.65 feet;

Thence, South 45°49'00" East, a distance of 17.00 feet;

Thence, North 44°11'00" East, a distance of 12.00 feet;

Thence, South 45°49'00" East, a distance of 17.00 feet;

Thence, South 44°11'00" West, a distance of 42.65 feet, more or less, to the point of beginning.

Said lease area contains an area of  $\pm 1,042.10$  square feet.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

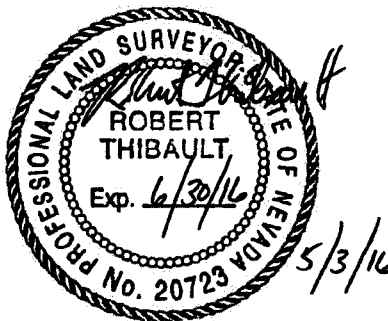
Elko Regional Airport survey control monument "Piper"

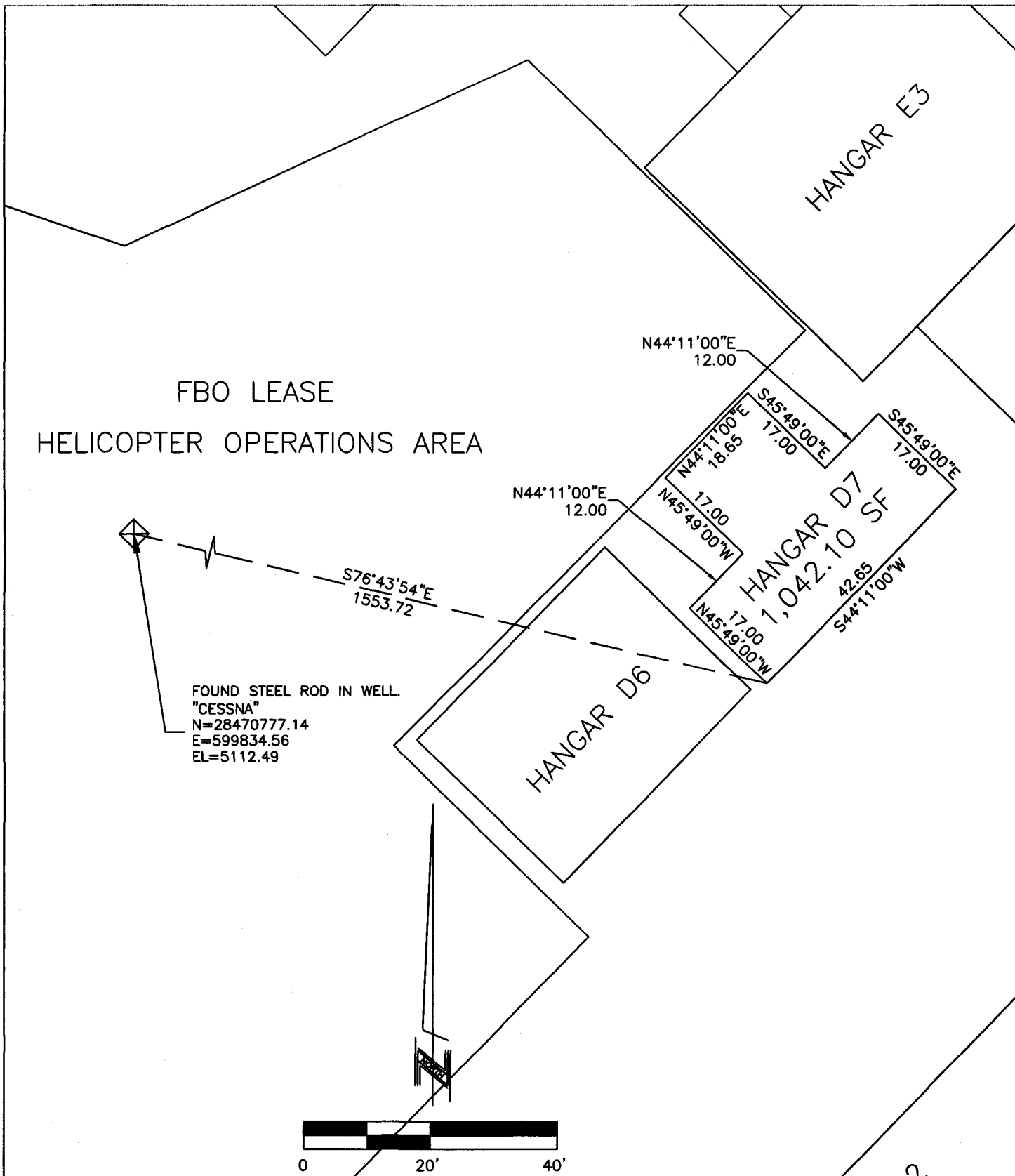
N 28469096.94

E 599075.75

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

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





CITY OF ELKO  
1761 COLLEGE AVE  
ELKO, NEVADA 89801  
775-777-7210

**SCALE**

HORIZ 1"=25'

VERT \_\_\_\_\_

JOB No \_\_\_\_\_

**EXHIBIT B  
MAP OF HANGAR D7 LEASE AREA  
FOR THE CITY OF ELKO**

DESIGNED BY \_\_\_\_\_

DRAWN BY ACAD G3B 2015

CHECKED BY \_\_\_\_\_

DATE 8/2/2015

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

U:\Reports\2015-Lease-mapping files\2015-LEASE-MASTER-DRAWING.dwg

**RULES AND REGULATIONS**  
**Exhibit C**

**CHAPTER I**  
**GENERAL PROVISIONS**

**SECTION 1.       Definitions**

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

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

2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.

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

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

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

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

7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

**SECTION 2.       Airport Director**

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

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

2. Coordinates the development and negotiation of airport leases, contracts and

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

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

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

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

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

### **SECTION 3. Rules and Regulations**

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

### **SECTION 4. Special Events**

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only



upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

#### **SECTION 5.           Public Use**

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

#### **SECTION 6.           Common Use Area**

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

#### **SECTION 7.           Vehicular Traffic**

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

#### **SECTION 8.           Advertising**

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

## **SECTION 9. Acceptance Of Rules By Use**

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

## **SECTION 10. Operators To Keep Rules Available**

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

# **CHAPTER II**

## **AIRPORT OPERATIONS AND AIRPORT TRAFFIC**

### **SECTION 1. General**

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

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

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

### **SECTION 2. Ground Rules**

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

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

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

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

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

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

### **SECTION 3. Fire Regulations**

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

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

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

## **CHAPTER III**

### **AIRPORT OPERATORS, LEASES, AND CONCESSIONS**

#### **SECTION 1. Business Activities.**

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

#### **SECTION 2. Application.**

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

#### **SECTION 3. Action on Application.**

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

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation



will result in a financial loss to the City: or

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

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

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

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

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

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

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

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

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

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

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

#### **SECTION 4.           Supporting Documents**

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

#### **SECTION 5.           Airport License and Leases Non-Transferable**

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

#### **SECTION 6.           Tie-down Rates**

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

#### **SECTION 7.           Refuse**

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

#### **SECTION 8.           Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

## **SECTION 9.        Operation Area.**

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

## **SECTION 10.      Fixed Base Operator**

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

## **SECTION 11.      Waiver of Chapter III**

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

## **SECTION 12.      Business Name**

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

## **SECTION 13.      Damage Repair By The City**

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

# **CHAPTER IV PENALTIES**

## **SECTION 1.        General**

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other

governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the City Council or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the City Council.

## **SECTION 2. Appeals**

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

## **SECTION 3. Enforcement**

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

# **CHAPTER V**

## **GOVERNMENT AGREEMENTS**

## **SECTION 1. War or National Emergency**

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



## Exhibit D

### Additional Terms Required by FAA Safety/Compliance Inspector

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

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

operation on the Elko Regional Airport .

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

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

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

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

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.