



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

**AMENDED**

The Elko City Council will meet in regular session on Tuesday, June 25, 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: June 20, 2019 at 11:00 a.m.

**ELKO COUNTY COURTHOUSE**

571 Idaho Street, Elko, NV 89801

Date/Time Posted: June 20, 2019 at 11:15 a.m.

**ELKO POLICE DEPARTMENT**

1448 Silver, Elko NV 89801

Date/Time Posted: June 20, 2019 at 11:30 a.m.

**ELKO COUNTY LIBRARY**

720 Court Street, Elko, NV 89801

Date/Time Posted: June 20, 2019 at 11:45 a.m.

Posted by: Kim Wilkinson

Name

Administrative Assistant

Title

Kim Wilkinson

Signature

The public may contact Kim Wilkinson by phone at (775)777-7110 or email at [kwilkinson@elkocitynv.gov](mailto:kwilkinson@elkocitynv.gov) to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

Dated this 20<sup>th</sup> day of June, 2019

**NOTICE TO PERSONS WITH DISABILITIES**

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

Curtis Calder  
Curtis Calder, City Manager

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.S.T., TUESDAY, JUNE 25, 2019**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**

**AMENDED**

**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:**      June 11, 2019      **Regular Session**

**I.      CONSENT AGENDA**

- A.      Review, consideration, and possible acceptance of a Deed of Dedication from the City of Elko to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko recently purchased the subject property from Barry Lipparelli. This action will dedicate the property as right-of-way for the future road extension of Cattle Drive. BT

**II.     PERSONNEL**

- A.      Review, consideration, and possible approval of the Part-Time Domestic Violence Systems Advocate position description, and matters related thereto. **FOR POSSIBLE ACTION**

The Part-Time Domestic Violence Systems Advocate position was approved in the FY 2019/2020 Budget, as a new position within the Police Department. This position is Grant funded through the Services Training Officers Prosecutors (STOP) Grant, awarded to the City of Elko on June 3, 2019. Staff is proposing this position be placed within a Part-Time Hourly Pay Scale of \$30-\$40/hour,

dependent upon candidate qualifications, not to exceed 1040 hours annually. A position description has been included in the agenda packet for review. SS

- B. Review, consideration, and possible approval of the Part-Time Laboratory Technician position description, and matters related thereto. **FOR POSSIBLE ACTION**

The Part-Time Laboratory Technician position was approved in the FY 2019/2020 Budget, as a new position within the Sewer Department. The position will help meet the needs of daily testing and analysis in the Lab within the City of Elko. Staff is proposing this position be placed within a Part-Time Hourly Pay Scale of \$20-\$22.50/hour. A position description has been included 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, consideration, and possible issuance of final acceptance for the Well 36 Public Improvements Project, and matters related thereto. **FOR POSSIBLE ACTION**

The project is complete. Staff recommends issuance of final acceptance. There was one Change Order for the project, consisting of three sub items, at a cost of \$4,299.49. RL

- C. Review and possible approval of the Elko Regional Airport Liability Insurance Policy for FY 2019/2020, and matters related thereto. **FOR POSSIBLE ACTION**

LP Insurance Services, Inc. has competitively sought airport liability insurance for the upcoming fiscal year. Only one (1) quote was received from AIG Aerospace at \$9,741/year, representing a 10% increase over the current year. 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. MR

## **V. NEW BUSINESS**

- A. Review, consideration, and possible approval of a PER (Preliminary Engineering Report) from Lumos and Associates for the Exit 298 Sewer Force Main and Lift Station Design, and matters related thereto. **FOR POSSIBLE ACTION**

The PER is included as supplemental agenda information. Staff will go over a summary of the design and associated costs. RL

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

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval the Planning Commission recommended that the agreement 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. MR

- C. Review, consideration and possible approval of a request from Mary Spealman, dba Boot Scoot N' Brew for concession space at the Elko City Main Park, and matters related thereto. **FOR POSSIBLE ACTION**

Sisters Food has terminated their concessionaire agreement. This leaves a space #1 available and Mary Spealman would like to utilize it for a mobile expresso shop Boot Scoot N' Brew. KW

- D. Review, consideration, and possible approval of a lease agreement amendment between Newmont Mining USA and Nevada Gold Mines, LLC between the City of Elko, Elko Regional Airport and Newmont Mining Corporation at the Elko Regional Airport, and lease assignment and assumption between Newmont Mining USA and Nevada Gold Mines, LLC, and the City of Elko, Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

Newmont Mining Corporation entered into a lease agreement with the Elko Regional Airport for the lease of 45 parking spaces located at the airport terminal on March 1, 2019. This amendment extends that lease and assigns it to Nevada Gold Mines LLC. JF



## VI. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No. 10-19, a resolution amending Police Department fee's effective July 1, 2019 and matters related thereto. **FOR POSSIBLE ACTION**

The State Department of Public Safety is increasing the State fee portion of fingerprint based background checks effective July 1, 2019. BR

- B. Review, consideration, and possible approval of Resolution No. 11-19, a resolution donating a City of Elko Fire Engine to the Elko County Fire Protection District, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department has determined that the 1997 Emergency One Fire Truck has reached its useful life for the City and would like to donate the Engine to the Elko County Fire District. JS

- C. Review, consideration, and possible approval of Resolution No. 12-19, a resolution adopting the National Incident Management System in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The National Incident Management System (NIMS) was published by the Department of Homeland Security on March 1, 2004. It provides a comprehensive and consistent national approach to all-hazard incident management at all jurisdictional levels and across all functional emergency management disciplines. The benefit of NIMS is especially evident at the local level, when the entire community prepares for and provides an integrated response to an incident

Jurisdictions are required to adopt NIMS implementation requirements as a condition of receiving federal preparedness funding assistance and/or grants. KW

- D. Review, consideration, and possible approval of Resolution No. 13-19, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2018/2019 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. CQ

- E. First reading of proposed Ordinance No. 841 "Amending Title 2, Chapter 13 Of The Elko City Code Entitled 'Sidewalks, Curbs, Gutters' and Recodifying The Section As Title 8, Chapter 21", and matters related thereto. **FOR POSSIBLE ACTION**

The section of the City Municipal Code regulating the installation of curb, gutter, and sidewalk is currently located within the City's Building Code (Title 2). Council's adoption of the 2018 IBC on June 11, 2019 essentially repealed the

existing Title 2 and made it necessary to move the curb, gutter, and sidewalk regulations. Council initiated Ordinance No. 841 at their June 11, 2019 meeting to not only change the location, but add standard enforcement language, clarify existing language, and correct typos. MR

- F. First reading of proposed Ordinance No. 843 “Deleting Title 2, Chapter 1, Section 15 Of The Elko City Code Entitled “Exemptions For Existing Buildings, Structures And Building Service Equipment Systems”, and matters related thereto. **FOR POSSIBLE ACTION**

On June 11, 2019, Ordinance No. 839 adopting the 2018 International Building Code was approved by Council. Council also approved to initiate Ordinance No. 843 deleting the existing building code since it is contained in Ordinance No. 839 and the International Building Codes. KW

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

- A. Ratification of the Police Chief issuing three 30-day Temporary Retail Liquor Licenses and a 30-day Temporary Packaged Liquor License and issue three Regular Retail Liquor Licenses and a Regular Packaged Liquor License, to Justin Lee Beltram and Eric Hans Perrson, DBA Red Lion Hotel and Casino (retail liquor), located at 2065 Idaho Street, Elko, NV 89801, Gold Country Inn & Casino (retail liquor), located at 2050 Idaho Street, Elko, NV 89801, High Desert Inn (retail liquor), located at 3015 Idaho Street, Red Lion Chevron (packaged liquor), located at 2175 Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

## **VIII. REPORTS**

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

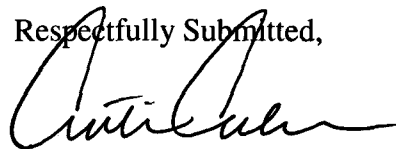
## COMMENTS BY THE GENERAL PUBLIC

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

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

## ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the printed name.

Curtis Calder  
City Manager

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

SS June 11, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, June 11, 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 *left at 5:36 p.m.*  
Councilman Chip Stone  
Councilman Bill Hance

**Council Absent:** Councilman Robert Schmidtlein

**City Staff Present:** Scott Wilkinson, Assistant City Manager  
Ryan Limberg, Utilities Director  
Kelly Wooldridge, City Clerk  
Michele Rambo, Development Manager  
Jeff Ford, Building Official  
Bob Thibault, Civil Engineer  
Candi Quilici, Accounting Manager  
Dennis Strickland, Public Works Director  
Ty Trouten, Police Captain  
James Wiley, Parks and Recreation Director  
Jim Foster, Airport Manager  
John Holmes, Fire Marshal  
Cathy Laughlin, City Planner  
Dave Stanton, City Attorney  
Tom Coyle, Deputy City Attorney  
Jack Snyder, Fire Department  
Matt Griego, 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:**      May 28, 2019      **Regular Session**

*The minutes were approved by general consent.*

**I.      PRESENTATIONS**

- A.      Brief presentation and possible acceptance of a renewal proposal from Nevada Public Agency Insurance Pool (POOL), and approval of invoice for payment from FY2019/2020 Funds in the amount of \$464,971.41, and matters related thereto.  
**FOR POSSIBLE ACTION**

As a member of the Insurance Pool, the City of Elko owns a share of the equity that forms the basis for its financial strength.

Your agenda packet includes an overview of coverage offered for the following fiscal year. The City of Elko's total program costs for FY 2019/2020 are \$464,971.41, representing a 9.09% increase over FY 2018/2019. CC

John Smales, LP Insurance, 555 5<sup>th</sup> Street, offered to do an overview workshop to explain the program and then went over the premium increase.

Mike Rebaleati, CEO POOL/PACT, spoke about the insurance policy and gave a presentation (Exhibit "A").

Councilwoman Simons thought a workshop would be helpful to explain the program in more detail, especially for the new council members.

Mayor Keener agreed.

**\*\*      A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the renewal proposal from Nevada Public Agency Insurance POOL and approve invoice for payment from Fiscal Year 2019/2020, in the amount of \$464,971.41.**

*The motion passed unanimously. (4-0)*

- B.      Presentation by the Nevada Rural Housing Authority, and matters related thereto.  
**INFORMATION ITEM ONLY – NON ACTION ITEM**

Diane Arviza, Nevada Rural Housing Authority, said this is their annual request for the unused private activity bond cap. She talked about what they have done for the City of Elko local homebuyers through the Home At Last Program and other programs they manage.

**II.      PERSONNEL**

- A.      Employee Introductions:

- 1.) Aaron Gallegos, Golf Course Laborer, Parks and Recreation Department  
*Present and introduced.*

### **III. APPROPRIATIONS**

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

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

*The motion passed unanimously. (4-0)*

- 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 Hance, to approve the Print 'N Copy warrants.**

*The motion passed. (3-0 Mayor Keener abstained.)*

- C. Review, consideration, and possible award of the Public Works Department Preventive Maintenance Project 2019, to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

At their April 9, 2019, meeting, Council authorized Staff to solicit bids for the Preventive Maintenance Project 2019. Bids were received until 3:00 p.m., on May 30, 2019. DS

Dennis Strickland, Public Works Director, said the bid tab was in the packet. There were two bids. He felt they were both great bids but recommended Sierra Nevada Construction.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to award the bid to Sierra Nevada Construction for the Public Works Department Street Maintenance Project 2019, in the amount of \$404,007.00.**

*The motion passed unanimously. (4-0)*

- D. Review and possible award for the custodial services at the airport terminal, and matters related thereto. **FOR POSSIBLE ACTION**

Bids for the Terminal Custodial Services were opened on Friday, May 31, 2019. Staff received one (1) bid from Royal Pane Janitorial who is the current Custodian at the airport terminal. Staff would recommend signing a Two (2) Year Contract with the provision of a One (1) Year Contract Extension should both parties agree for a total of Three (3) Years. JF

Jim Foster, Airport Manager, explained they received one bid. It did come in a bit higher than the previous contract with the addition of the IT Building and some additional work in the terminal.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to award a Two-Year Custodial Contract for Custodial Services at the Airport Terminal to Royal Pane Janitorial, at an annual cost of \$20,400, with the provision of a one-year extension, should both parties agree.**

*The motion passed unanimously. (4-0)*

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

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

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

Michele Rambo, Development Manager, explained the remaining issue that NDEP had with the site was inspected by Ryan Limberg, Utilities Director, and found to have been done correctly. Now it is a matter of showing that proof to NDEP and getting them to lift the cease and desist order.

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

*The motion passed unanimously. (4-0)*

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

- A. Review, consideration, and possible initiation to amend Title 2, Chapter 13 of the Elko City Code entitled "Sidewalks, Curbs, Gutters" and to recodify it as Title 8, Chapter 21, and matters related thereto. **FOR POSSIBLE ACTION**

The section of the City Municipal Code regulating the installation of curb, gutter, and sidewalk is currently located within the City's Building code. With the replacement of the current code with the adoption of the 2018 IBC, this curb, gutter, and sidewalk section needs to be placed elsewhere in the City Code to continue to be enforced.

Concurrently with this change in location, some updates to the language are proposed. The most significant change is the addition of standard enforcement language located in other sections of the City Code. Smaller changes include rewording existing language and correcting typos. MR

Ms. Rambo gave a presentation (included in packet) and recommended this initiation of code changes. They will not be changing any of the regulations, just moving them.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to initiate to amend Title 2, Chapter 13 of the Elko City Code, entitled "Sidewalks, Curbs, Gutters" and to recodify it at Title 8, Chapter 21, as presented by staff and approved by the City Attorney.**

*The motion passed unanimously. (4-0)*

- B. Review, consideration, and possible action to initiate the deletion of Title 2, Chapter 1, Section 15 of the Elko City Code entitled "Exemptions for Existing Buildings, Structures and Building Service Equipment Systems", and matters related thereto **FOR POSSIBLE ACTION**

This chapter needs to be deleted as the City will be adopting the 2018 International Building Codes that includes the exemptions for existing buildings in ordinance 839. KW

Kelly Wooldridge, City Clerk, explained this is a housekeeping item. If Ordinance 839 passes tonight, we will need to delete this section of code.

Mayor Keener thought the motion should be subject to the adoption of the ordinance.

Ms. Wooldridge said this item is just to initiate the change. If for some reason Ordinance 839 didn't pass tonight, we would not initiate this ordinance.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to initiate the deletion of Title 2, Chapter 1, Section 15 of the Elko City Code entitled, "Exemptions for Existing Buildings, Structures and Building Service Equipment Systems," upon adoption of the new 2018 International Building Codes.**

*The motion passed unanimously. (4-0)*

- C. Discussion and direction from Council on legal options regarding delinquent transient lodging tax payments for the Shilo Inn, and matters related thereto. **FOR POSSIBLE ACTION**

The Shilo Inn is routinely delinquent in its payment of transient lodging taxes. On March 28, 2019, the City Attorney recorded a Notice of Tax Lien for August, October and November 2018 unpaid transient lodging taxes. At the time of recordation, these unpaid taxes, including penalties and interest, totaled



\$30,983.65. Shilo Inn subsequently paid \$12,282.28 for the August 2018 delinquent taxes and that portion of the lien was released. However, \$18,701.37, together with penalties and interest, remains unpaid for October 2018 and November 2018 taxes. On May 9, 2019, the City Attorney recorded another Notice of Tax Lien in the amount of \$5,548.07 for unpaid transient lodging taxes for January 2019, including penalty and interest. That amount has not been paid. Transient lodging taxes for April 2019 are also delinquent, but a lien has not yet been recorded for that month. The City has several options, to include commencing a civil action to foreclose on the property pursuant to NRS 268.095(7)(b) for the amounts stated in the recorded liens; commencing a proceeding before the City Council to terminate, suspend or revoke the Shilo Inn's business license pursuant to Elko City Code Section 4-6-12; and/or commencing a criminal prosecution in municipal court pursuant to Elko City Code 4-6-16. Staff seeks direction from the Council as to which option or options to pursue. KW

Ms. Wooldridge explained she has been in touch with their new CEO. He sent her an email explaining the difficulties they have been experiencing with their finances. He is proposing a payment plan and that all taxes will be current by July 15, 2019. There was a wire transfer received today for about \$7,000 but about \$2,000 of that went to their water payment because they were scheduled for water shut-off today. The remainder was applied to transient lodging taxes. She went over the lien history for this property. Shilo Inn room tax has been a struggle over the last several years. After a google search, she found that Shilo Inn has other room tax issues with other cities and pending lawsuits.

Matt McCarty, 598 Flowing Wells Creek, Spring Creek, said he participated in the room tax change as a hotelier and a member of ECVA. He is no longer a hotelier and was not speaking on behalf of the ECVA board. For a number of years it was apparent there was no consistency with room tax payments. A number of hoteliers came together to work with City staff to develop a more well defined code with stronger repercussions, specifically so that everyone was on a level playing field. In meetings with the Lodging Committee, the current code received wide, nearly unanimous support. Businesses must have faith that if they are playing by the rules they will not be disadvantaged. He does not want to see businesses closed, though, if they are not playing by rules there must be consequences. The community looks to City Council to ensure that Elko is a good place to live, to visit and to conduct business. The City of Elko, ECVA, along with a number of other entities, depend on prompt and proper payment of taxes. He urged Council to enforce the code as it is written, as that is what the lodging community intended in supporting the code.

Mayor Keener said there was no one present from the lodging community. This property has a history of being a deadbeat. He thought there would be more interest in the lodging community membership to attend this hearing.

Mr. McCarty said they tend to keep to themselves. There is an unspoken rule to not go after your competition directly because it creates more issues. He thought maybe they were not present tonight to avoid having a target put on them.

Katie Neddenriep, Executive Director ECVA, said this was brought up at the last Lodging Committee Meeting but at the time, the specific properties in default were not named. The hotelier community is concerned that if these properties are not held accountable per laws and regulations that are in place, are they going to get off from paying their taxes? They would like to see that the laws that are in place are applied and held accountable. Those doing business properly and in a timely manner continue to be recognized for that rather than penalized.

Mr. McCarty said he received a text saying, "they (hotelier community) are watching (the live feed)."

Councilman Stone asked Kelly Wooldridge what they owe exactly.

Ms. Wooldridge answered she did. Right now they owe \$27,037.29 and Shilo Inn says it will be paid off by July 15.

Mayor Keener asked if she had received any assurances that they will keep it current going forward.

Ms. Wooldridge answered that is their plan according to their email. She wasn't sure if there was an agreement she could have them sign off on or not.

Dave Stanton, City Attorney, thought they could sign an agreement but it may not give us anything more than we have right now. He went over the available options per code.

Tom Coyle, Deputy City Attorney, spoke about the option of civil litigation.

Council deliberated and the delinquent water bill was also discussed.

Mayor Keener said from his perspective there should be no mercy for further transgressions going forward.

Councilman Hance thought the past due taxes were overboard and they needed to get caught up. If they do not get caught up by July 15<sup>th</sup>, we should take away their business license.

Councilwoman Simons thought if we worked with them, we would have a better chance of getting our money faster.

Mr. Stanton spoke about the process of terminating, revoking or suspending a business license. He can be instructed to initiate the process as part of the motion tonight.

Mr. McCarty said the amount Shilo Inn is in arrears, if it was strict room tax, that is \$193,000 in revenue that they have collected. At a 77% occupancy, that is \$2,508 a day if they are perfectly full. With the Mine Expo just ending they should have money. It is a significant issue.

**\*\* A motion was made by Councilman Hance to approve going forward with a business license hearing for the Shilo Inn for the delinquent transient lodging tax, currently in the amount of \$27,037.29, plus the amount for May and June that will be coming due, and initiate a business license revocation under City Code 4-1-14.**

After the motion and before the vote, Mayor Keener clarified that if they pay, we will abandon the disciplinary process.

**Councilman Stone seconded the motion.**

*The motion passed unanimously. (4-0)*

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

- A. Second reading and possible adoption of Ordinance No. 839, an ordinance amending Title 2, Chapters 2, 3, 4, 5, 6, 7, 8 & 13 of the Elko City Code entitled "Building Regulations" by adding 2018 International Code, and corresponding amendments, and matters related thereto. **FOR POSSIBLE ACTION**

On January 9, 2018, Council directed Staff to initiate the adoptions of the 2018 International Building Codes and initiate a Business Impact Statement. On May 14, 2019 Council found that Ordinance No. 839 does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. On May 28, 2019, Council approved first reading of Ordinance No. 839. KW

Kelly Wooldridge, City Clerk, said this is second reading and there have been no changes made since the Business Impact Statement.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the second reading and adoption of Ordinance No. 839.**

*The motion passed unanimously. (4-0)*

- B. Second reading and possible adoption of Ordinance No. 840, an ordinance amending Title 6, Chapter 1, of the Elko City Code entitled "Fire Code", and other matters related thereto. **FOR POSSIBLE ACTION**

On February 26, 2019, Council approved the initiation on Ordinance No. 840 and directed Staff to complete a Business Impact Statement. On May 14, 2019, Council found that Ordinance No. 840 does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. On May 28, 2019 Council approved first reading of Ordinance No. 840. KW

Ms. Wooldridge said this is the same ordinance presented for the business impact statement and there have been no changes made.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the second reading and adoption of Ordinance No. 840.**

*The motion passed unanimously. (4-0)*

*Councilwoman Simons left at 5:36 p.m.*

**V. NEW BUSINESS (Cont.)**

- D. Discussion and direction from Council on legal options regarding delinquent transient lodging tax payments for the Thunderbird Inn, owned by Elko 345, LLC., and matters related thereto. **FOR POSSIBLE ACTION**

Elko 345, LLC, the owner of the Thunderbird Inn, owes for delinquent transient lodging taxes for February, March and April 2019. On May 13, 2019, the City Attorney recorded a Notice of Tax Lien for December 2018 and January 2019 unpaid transient lodging taxes. At the time of recordation, these unpaid taxes, including penalties and interest, totaled \$6,289.10. Elko 345, LLC has also failed to provide a number of Transient Lodging Tax Returns, which are required under Elko City Code Section 4-6-9 and 4-6-15(B). Elko 345, LLC does not own the property on which the Thunderbird Inn is located, but instead has only a leasehold interest. Therefore, a foreclosure action may not be cost-effective, since the leasehold interest is unlikely to have value. The City may also commence a proceeding before the City Council to terminate, suspend or revoke the Thunderbird Inn's business license pursuant to Elko City Code Section 4-6-12; and/or commence a criminal prosecution in municipal court pursuant to Elko City Code 4-6-16. Staff seeks direction from the Council as to which option or options to pursue. KW

Ms. Wooldridge updated Council the Thunderbird has made some payments, some checks have cleared and the lien has been dropped. They have also paid January, February and March room taxes but she is waiting for those checks to clear the bank. They still owe April. Part of the problem she was having with this property is that they were not turning in what they owe. They finally did give us four returns on May 29<sup>th</sup>. Their manager has expressed that they have had problems paying their water bill. Their occupancy rate appears to be lower than last year.

Mayor Keener said he heard a suspicion about the Thunderbird under-reporting occupancy because their utilities are not matching up.

Ms. Wooldridge said she heard complaints that their water bill was high in April but their occupancy rate was really low. Their water usage was the highest it had been. The water department spoke to the manager about not having any leaking toilets and such, and he claims there are not any leaks.

Mayor Keener felt skeptical about their occupancy and thought there might be a bigger issue. He asked about the procedure for initiating an audit.

Ms. Wooldridge went over the audit process.

Dave Stanton, City Attorney, said he would discuss this option with the City Clerk.

## **NO ACTION**

## **VI. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible approval of Resolution No. 9-19, a Resolution providing for the transfer of the City's 2019 Private Activity Bond Cap to the Nevada Rural Housing Authority, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has previously transferred its portion of the tax-exempt private activity bond cap to the Nevada Rural Housing Authority. This year the Nevada Rural Housing Authority is requesting the City's allocation of the bonds for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income. A request letter from Nevada Rural Housing Authority and Resolution No. 9-19 have been enclosed in the agenda packet for review. CC

Diane Arvizo, Nevada Rural Housing Authority, said the Private Activity Bond Cap is not actually on the City's budget line. It is allocated from the Treasury. If there is no project for it, it reverts back to the State. By transferring it to the Nevada Rural Housing Authority, they can follow the pooling process to benefit future homeowners.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve Resolution No. 9-19, to transfer the City's 2019 Private Activity Bond Cap to the Nevada Rural Housing Authority, for the amount of \$1,102,370.26.**

*The motion passed unanimously. (3-0 Councilwoman Simons was absent.)*

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

- A. Review, consideration, and possible action to accept a petition for the vacation of approximately 900 square feet of the northeasterly portion of 3<sup>rd</sup> Street, filed by David and Julianne Ernst and processed as Vacation No. 3-19, and matters related thereto. **FOR POSSIBLE ACTION**

Third Street, as it exists today, is an 80' wide Right-of-Way. The applicant is asking for a vacation of the excess right-of-way. CL

Cathy Laughlin, City Planner, explained this is a dilapidated residence at the top of the 3<sup>rd</sup> Street hill that just changed ownership. They plan to make some major renovations. They submitted an application to vacate 9 feet of the 3<sup>rd</sup> Street portion of the right-of-way. They are proposing to pull the sidewalk out a ways, as there is a main power line that runs up 3<sup>rd</sup> Street. They will not be allowed to increase their setback requirement on that. This petition is for Council's

consideration. If approved, it will be with a referral to Planning Commission for their recommendation.

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

*The motion passed unanimously. (3-0 Councilwoman Simons was absent.)*

- B. Review, consideration, and possible action concerning an appeal from AM Engineering to not require a full forensic and structural analysis as a condition for the tenant improvement to the old terminal building and the City allow the appellant to mitigate any remaining issues concerning the additional roof structure under 2009 IBC, Chapter 34, Section 3412, and matters related thereto. **FOR POSSIBLE ACTION**

The City entered into a lease agreement with Elko Leasing Company. AM Engineering is managing the tenant improvement for Elko Leasing Company. Recent activities associated with the tenant improvements have resulted in the discovery that an additional roof structure was constructed over the original roof by the City. The additional roof structure was not considered in the tenant improvement design and submittals to the City. The appellant is in the process of finalizing permitting to address revisions to the initial tenant improvement and is requesting relief from a possible requirement to complete a forensic and structural analysis on this portion of the structure. SAW

Scott Wilkinson, Assistant City Manager, said he received a request to table this item until the next meeting. Some years ago, there was a reroof project on the old terminal building. The Building and Fire Department, along with the developer and staff, met today and talked about some of the issues. It was decided to table this and allow staff and the consultant to work with the developer to try to resolve the issues. There may be some changes to the tenant improvements. We aren't certain of the outcome but they are trying to resolve the issues.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to table Item VII.B. until the next scheduled council meeting.**

*The motion passed unanimously. (3-0 Councilwoman Simons was absent.)*

## **BREAK**

## **IX. REPORTS**

- A. Mayor and City Council

*Councilman Stone stated the ECVA will be meeting tomorrow morning. The California Trail is looking for help.*

*Mayor Keener announced the Animal Shelter will have their Animal Adoption days this Friday and Saturday. Friday he will be meeting with Southwest Gas and asked the other councilmembers to join him at the Elko office at 1:30 pm. Scott Wilkinson suggested that Kelly Wooldridge attend.*

*The Nevada League of Cities will be held in Winnemucca this year and he thought the new members should attend.*

B. City Manager

C. Assistant City Manager

*Scott Wilkinson reported on the status of the flood litigation. There was a case management hearing on June 4<sup>th</sup> that went fairly well. The trial is set for August 4, 2020. The trial will be bifurcated, meaning the jury trial will address liability only. If liability is found the damages would be determined by a special master, who would be agreed to by both parties.*

D. Utilities Director

*Ryan Limberg reported they purchased a pump from CH Spencer for \$46,000. At the time of the purchase order they didn't know the freight amount. The freight bill was \$4,500. It exceeds the \$50,000 limit but they were not aware of the freight at the time.*

E. Public Works

*Mayor Keener reported for Dennis Strickland who said they are watching the river and the numbers are going down.*

F. Airport Manager

*Jim Foster reported bill 242 passed but there was no funding for it. The commission will be established to help small or rural airports get commercial air service. They are assisting with Reno to apply for a small community air service development grant. They are waiting for AIP 50 funding. They won't know for another 2 weeks if there will be funding for it. He went to the Western Pacific FAA Regional Conference. He thought that would be a good conference for council to go to next year.*

G. City Attorney

H. Fire Chief

I. Police Chief

*Mayor Keener said he heard a rumor that 403 Pine Street was being sold to someone that wants to scrape it off and rebuild. Ty Trouten said that is the same rumor he heard. Mike Palhegyi graduated from the National Academy and they are looking forward to his return. Their K9 officers got their yearly recertification, which includes their two new handlers. That brings them up to four patrol K9's. They got notice of the grant application for the domestic violence advocate.*

J. City Clerk

*Kelly Wooldridge gave a status on the OHV Ordinance Workgroup. It got a little delayed with schedules. There will be a meeting when Curtis returns. She is hoping that this is taken care of in July. The legislation session is over. She prepared a spreadsheet that had bills that seemed to affect the city operations. Mayor Keener stated he would like something agenized regarding a Thunderbird audit. Dave Stanton said he will work with Kelly on this subject.*

K. City Planner

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director

*James Wiley reported the Pool Project is pretty much wrapped up. They are finishing up a punch list before they open on Monday. This weekend we are hosting a youth baseball tournament. The next weekend is an adult softball tournament. There is a motorcycle race at the Snobowl at the end of June. He also reported about mosquito spraying.*

O. Civil Engineer

*Bob Thibault reported construction on the Sports Complex will begin again on Monday, June 17, 2019. They were scheduled to start June 3<sup>rd</sup> but the ground water was still too high.*

P. Building Official

*Jeff Ford thanked those that helped with the code adoption process.*

### 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

---

Kelly Wooldridge, City Clerk



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Deed of Dedication from the City of Elko to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **2 Minutes**
5. Background Information: **The City of Elko recently purchased the subject property from Barry Lipparelli. This action will dedicate the property as right-of-way for the future road extension of Cattle Drive. BT**
6. Budget Information:  

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

**APN: 006-09B-087, 006-09B-088**

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

The undersigned affirms that  
this document does not contain  
a Social Security Number.

**DEED OF DEDICATION**

**THIS INDENTURE**, made and entered into between the **CITY OF ELKO**, a municipal corporation, organized and existing in the County of Elko, State of Nevada under and by virtue of its Charter and the Special Act of the Legislature of the State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation, organized and existing in the County of Elko, State of Nevada under and by virtue of its Charter and the Special Act of the Legislature of the State of Nevada, Grantee.

**W I T N E S S E T H:**

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee, for the creation or realignment of a public right-of-way, including but not limited to street, highway, utility and drainage uses and associated purposes, that certain parcel of real property situate within the City of Elko, County of Elko, State of Nevada, more particularly described on **Exhibit A**, "Legal Description for Roadway Dedication," attached hereto, and delineated and shown on **Exhibit B**, "Cattle Drive and Tamarak Rd. Dedication," attached hereto.

**IN WITNESS WHEREOF**, the Grantor has caused this indenture to be executed  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.  
ATTORNEYS AT LAW  
530 IDAHO STREET - P.O. BOX 1358  
ELKO, NEVADA 89801  
(775) 738-8091

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF ELKO     )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me,  
a Notary Public, REECE KEENER, who acknowledged that he executed the above  
instrument.

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

**ATTEST:**

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

**DATE:** \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION FOR ROADWAY DEDICATION

#### CATTLE DRIVE RIGHT-OF-WAY

A 40-foot wide strip of land within the southeast quarter of Section 7, Township 34 North, Range 55 East, being the easterly 40 feet of Parcel No. 1, and Parcel No. 2 as shown on the Parcel Map for the Lipparelli Family Trust dated September 16, 1991, recorded in the office of the Elko County Recorder as file no. 745445, on August 28, 2018. Said portion of Parcels No. 1 and No. 2 is further described as follows;

Beginning at the southeasterly most corner of said Parcel 2, which is also the southeast corner of said Section 7;

Thence, along the southerly boundary of said Parcel 2, West, a distance of 40.00 feet;

Thence, North 0°11'17" West, a distance of 723.16 feet, more or less, to the southerly right of way of Mountain City Highway, State Route 225;

Thence, along said southerly right-of-way of Mountain City Highway South 67°24'00" East, a distance of 43.39 feet, more or less, to the northeasterly corner of said Parcel 1 of file no. 745445;

Thence, along the easterly boundary of said Parcels No. 1 and No. 2, South 0°11'17" East, a distance of 706.49 feet, more or less, to the point of beginning.

This 40' wide strip of land contains a total of ±28,592 square feet.

#### TAMARAK ROAD RIGHT-OF-WAY

An area of land within the southeast quarter of Section 7, Township 34 North, Range 55 East, being the easterly a portion of of Parcel No. 2 as shown on the Parcel Map for the Lipparelli Family Trust dated September 16, 1991, recorded in the office of the Elko County Recorder as file no. 745445, on August 28, 2018. Said portion of Parcel No. 2 is further described as follows;

Beginning at a point along the southerly boundary of said Parcel No. 2, which bears West, a distance of 40.00 feet from the southeast corner of said Section 7;

Thence, West along the southerly boundary of said Parcel No. 2, a distance of 259.74 feet, more or less, to the southwesterly corner of said Parcel No. 2;

Thence, along the westerly boundary of said Parcel No. 2, North 16°05'34" West, a distance of 26.30 feet;

Thence, along a non-tangent circular curve to the right, from a tangent bearing North 80°22'30" East, with a radius of 336.00 feet, an arc length of 56.44', and a central angle of 9°37'30";

Thence, East, 180.65 feet;

Thence, along a tangent circular curve to the left, with a radius of 30.00 feet, an arc length of 47.22 feet, and a central angle of 90°11'17", more or less, to a point along the westerly edge of the Cattle Drive right-of-way described above;

Thence, South 0°11'17" East, along the westerly edge of the Cattle Drive right-of-way described above, 60.10 feet, more or less, to the point of beginning.

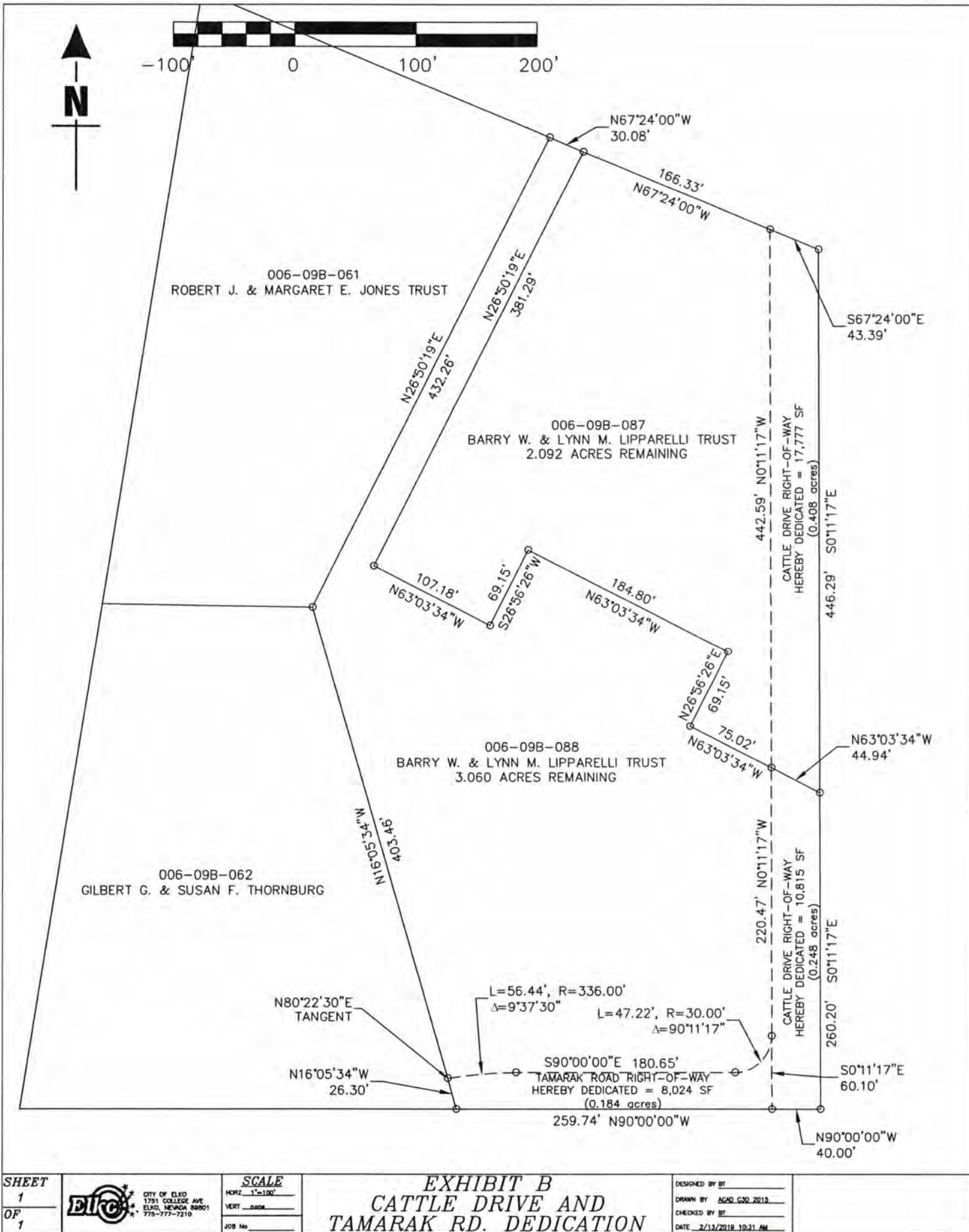
This area of land contains a total of ±8,024 square feet.

The Basis of bearings for this description is the Parcel Map for the Lipparelli Family Trust dated September 16, 1991, recorded in the office of the Elko County Recorder as file no. 745445, on August 28, 2018.

Description prepared by:  
Robert Thibault, P.E., P.L.S.  
Civil Engineer for the City of Elko







**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Part Time Domestic Violence Systems Advocate job description, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The Part-Time Domestic Violence Systems Advocate position was approved in the 2019-2020 Budget, as a new position within the Police Department. This position is Grant funded through the Services Training Officers Prosecutors (STOP) Grant, awarded to the City of Elko on June 3, 2019. Staff is proposing this position be placed at an Hourly rate of \$30-\$40/hour, dependent upon qualifications, no to exceed 1040 hours annually. SS**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the position description as presented**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

## City of Elko, Nevada – Employment Position Description

**Department:** Police  
**Title:** Domestic Violence Systems Advocate Part Time  
**FLSA Status:** FLSA Non-Exempt

### **DEFINITION**

Under general supervision of the Police Captain, provides professional level services and assistance in response to domestic violence and related crimes.

### **DISTINGUISHING CHARACTERISTICS**

Coordinates the Elko Police Department's overall response to domestic violence and related crimes, to include prevention efforts, reporting, victim services, assisting with prosecution efforts and referrals to other service providers. Responsible for reviewing all domestic violence, stalking, dating violence, and restraining order violation police reports generated by Elko Police Department personnel; providing information and assistance to victims and / or their family members (including minor children), and attending court hearings.

### **SUPERVISION EXERCISED**

Exercises no supervision.

### **ESSENTIAL FUNCTIONS**

***(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).***

- Reviews all domestic violence, stalking, dating violence, and restraining order violation referrals and contact reports; including verbal domestic incidents. Conducts assessment of prior history of abuse and reviews all contacts and/or documented notes. May receive reports of battery or violation of protection orders directly from victims; reports information relating to child abuse and / or sexual assault to investigators.
- Provides crisis intervention and assistance referrals to victims and / or their families; assesses the victim's immediate safety needs and help victims and witnesses develop a safety plan when appropriate.
- Provides victims and witnesses with information about the legal process and what options are available to them through the legal system. Provide assistance with obtaining Protection or Stalking and Harassment Orders through the courts.
- Provides information for clients to access appropriate resources including refuge; legal assistance; family and relationship counseling; health and mental health services; childcare; and other victim assistance resources.
- Provides guidance to involved persons with the completion of applications and forms as necessary.



- Develops and maintains relationships with community agencies who collaboratively respond to domestic violence and child abuse cases; attends regularly scheduled meetings; conducts community outreach and education programs relating to domestic violence on a time available basis.
- Maintains and submits monthly and annual statistics on cases of domestic violence, dating violence, stalking, and restraining order violations. This includes documentation of sentencing dispositions on domestic violence cases. Coordinates directly with police public information officer in providing statistics / summary of domestic violence incidents reported / investigated within the City of Elko.
- Represents the City of Elko with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

#### **Knowledge of:**

- Practices and terminology related to the criminal justice system.
- Correct business English, including spelling, grammar and punctuation.
- Computer applications related to the work.
- Procedures and regulations related to the domestic violence program.
- Standard office practices and procedures, including records management.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic, and cultural backgrounds, in person and over the telephone, often where relations may be confrontational or strained.
- Confidentiality protocols.
- Department and City policy related to the position.

#### **Skill in:**

- Interpreting, applying and explaining applicable codes and regulations.
- Maintaining accurate records and files; understanding and following oral and written directions.
- Contributing effectively to the accomplishment of team or work unit goals, objectives, and activities.
- Assisting victims or witnesses of crimes with the criminal justice system.
- Preparing clear and concise reports, correspondence and other written materials.

- Using initiative and independent judgement within established procedural guidelines.
- Organizing own work, setting priorities and meeting critical deadlines.
- Effectively listening to, communicating with, and eliciting information from emotional subjects.
- Dealing successfully with a variety of individuals from various socioeconomic, ethnic, and cultural backgrounds in person and over the telephone.
- Maintaining information in a confidential manner.

**Ability to:**

- Communicate effectively in oral and written forms.
- Exercise good judgment, creativity, and sensitivity in response to changing situations and needs.
- Work with minimal supervision.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

**MINIMUM QUALIFICATIONS**

**Required Certifications and Licenses:**

- U.S. Citizen OR person legally authorized to work in the United States
- Possession of, or ability to obtain, valid Nevada Driver License

**Education, Experience, and Training:**

- Bachelor's Degree in Social Work or related field;
- Two (2) years of counseling or social services program experience; OR One (1) year of experience providing Domestic Violence counseling and support services
- OR an equivalent combination of education, training, and experience.

**Physical Requirements and Working Conditions:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job.

While performing the duties of this job, the employee regularly is required to: have the stamina to sit for extended periods of time; have the stamina to walk frequently; have mobility to work in a typical office setting and use standard office equipment; use hands to finger, handle or feel; reach with hands and arms; have strength to lift and carry up to 20 pounds; and see, talk and hear. Evening and/or weekend work and may be required to be on-call. Travel may be required for training, meetings, conferences, presentations and other events.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such

accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Effective Date: July 2019

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Part-Time Laboratory Technician job description, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The Part-Time Laboratory Technician position was approved in the 2019-2020 Budget, as a new position within the Sewer Department. The position will help meet the needs of daily testing and analysis in the Lab within the City of Elko. Staff is proposing this position be placed at an Hourly Rate of \$20-\$22.50. SS**
6. Budget Information:
  - Appropriation Required: **NA**
  - Budget amount available: **NA**
  - Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the position description as presented**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

## City of Elko, Nevada – Employment Position Description

**Department:** Water Reclamation Facility  
**Title:** Laboratory Technician (Part Time)  
**FLSA Status:** FLSA Non-Exempt Position

### **DEFINITION**

Under immediate supervision or general supervision of the Laboratory Manager, performs a variety of routine tasks and duties assigned, including standardized laboratory tests and analyses in accordance with established methods and procedures. This position is part-time with flexible hours.

### **DISTINGUISHING CHARACTERISTICS**

The Laboratory Technician is an entry-level class in the City of Elko Laboratory. The technician is responsible for the performance of the routine tasks and duties assigned including standardized laboratory tests on samples of water and wastewater (sewage). Assignments are generally limited in scope and within the design and procedural framework established by the laboratory manager.

### **SUPERVISION EXERCISED**

Exercises no supervision. Receives general supervision from the Laboratory Manager

### **ESSENTIAL FUNCTIONS**

***(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).***

Collects and preserves treatment plant samples; prepares chemical solutions and reagents.

Cleans and maintains lab, lab equipment and instruments; assists in calibrating and maintaining various field monitoring and sampling equipment.

Performs a variety of physical, chemical, and biological analyses of water and wastewater in accordance with standard test methods and established procedures.

Follows all safety rules and protocols included in the City of Elko Safety Program and the laboratory chemical hygiene plan. Takes appropriate action as required to identify and correct safety hazards and report safety concerns to his/her supervisor.

Follows directions and Standard Operating Procedures (SOP).

Compiles and records data onto standardized worksheets, logs and forms, performs calculations and transfers data to spreadsheets and databases.

Participates in the Quality Assurance/Quality Control Program, and advises the Laboratory Manager of unusual test results and/or problems.

Organizes and maintains the work area in a clean and safe manner.

Maintains laboratory inventory; requests chemical stock and supply re-orders,

### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

#### **Knowledge of:**

Basic water and wastewater laboratory methods, test procedures and techniques, equipment and safety practices;

Care and maintenance of laboratory glassware, equipment and apparatus;

Principles of mathematics, biology, microbiology, and analytical and quantitative chemistry.

Occupational hazards and standard safety practices used in a laboratory.

Modern office practices, methods, and computer equipment.

Use and application of microcomputers and software.

Principles and procedures of record keeping and reporting.

Safe driving principles and practices.

#### **Skill to:**

Operate a wide variety of laboratory equipment and tools in a safe and effective manner.

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.



**Ability to:**

Perform a variety of chemical and bacteriological tests and analyses on wastewater, water, and sludge samples.

Understand and interpret verbal and written instructions.

Read and understand labels and Safety Data Sheets for chemicals and other written materials.

Communicate clearly and concisely, both orally and in writing.

Perform testing with a high level of precision and accuracy, including Temperature and Volume measurements, pH, Total Suspended Solids, 5-Day B.O.D., Total Solids and Total Volatile Solids, Alkalinity and Volatile Acids, Temperature, Volumes.

Distinguish color changes.

Perform initial demonstration of capability on the assigned test methods.

Learn microbiology testing

Apply and implement principles of basic laboratory safety, maintain the laboratory facility and equipment in a clean, orderly and safe manner.

Use a personal computer for compilation of data and preparation of reports from worksheets, logs and forms, using spreadsheet, word processing and database software.

Handle multiple priorities, and plan and organize work to meet schedules and deadlines.

Exercise good judgment, creativity, and sensitivity in response to changing situations and needs.

Work with minimal supervision.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

## **MINIMUM QUALIFICATIONS**

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### **Experience:**

One year of work experience in an analytical laboratory.

### **Training:**

High school diploma or certified equivalent (GED); with course work in chemistry, microbiology, biology or other job related courses. One year of related college course work may be substituted for the work experience.

### **Required Certifications and Licenses:**

Possession of, or ability to obtain, an appropriate, valid Nevada Driver License.

### **Physical Requirements and Working Conditions:**

Ability to work in a standard laboratory environment and in a wastewater plant; exposure to cold, heat, noise, outdoors, vibration, chemicals, mechanical hazards, electrical hazards, toxic substances, foul odors, wastewater, sludge, effluents, bacteria, and viruses.

Ability to stand, walk, bend and kneel for long periods of time; walk up and down stairs and ladders; lift and carry samples and equipment weighing up to 25 lbs, and occasionally lift or carry sampling equipment weighing up to 50 lbs.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Effective Date:        July 2019



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible issuance of final acceptance for the Well 36 Public Improvements Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **The project is complete. Staff recommends issuance of final acceptance. There was one Change Order for the project, consisting of three sub items, at a cost of \$4,299.49. RL**
6. Budget Information:  

**Appropriation Required: \$123,003.38**  
**Budget amount available: \$100,000.00**  
**Fund name: Water**
7. Business Impact Statement: **N/A**
8. Supplemental Agenda Information: **Final Invoice**
9. Recommended Motion: **Move to approve**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Steve Dorsa**  

[rubydome@frontiernet.net](mailto:rubydome@frontiernet.net)

To(OWNER): City of Elko  
1751 College Avenue  
Elko, NV 89801

Project: City of Elko-Well 36

Application No: 2  
Invoice No: 27518  
Period To: 6/19/2019

From: Ruby Dome, Inc.  
6525 E. Idaho St.  
Elko, NV 89801

Via(Architect):

Architect's  
Project No: 191012  
Invoice Date: 6/19/2019  
Contract Date:

| CHANGE ORDER SUMMARY        | ADDITIONS | DEDUCTIONS |
|-----------------------------|-----------|------------|
| Approved previous months    | 4,299.49  | 0.00       |
| Approved this month         | 0.00      | 0.00       |
| TOTALS                      | 4,299.49  | 0.00       |
| Net change by change orders | 4,299.49  |            |

|  |    |            |
|--|----|------------|
| 1. ORIGINAL CONTRACT SUM.....                  | \$ | 118,703.89 |
| 2. Net change by Change Orders.....            | \$ | 4,299.49   |
| 3. CONTRACT SUM TO DATE(Line 1 +/- 2).....     | \$ | 123,003.38 |
| 4. TOTAL COMPLETED & STORED TO DATE.....       | \$ | 123,003.38 |
| 5. RETAINAGE.....                              | \$ | 6,150.16   |
| 6. TOTAL EARNED LESS RETAINAGE.....            | \$ | 116,853.22 |
| (Line 4 less Line 5)                           |    |            |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... | \$ | 62,511.32  |
| (Line 6 from prior Certificate)                |    |            |
| 8. SALES TAX.....                              | \$ | 0.00       |
| 9. CURRENT PAYMENT DUE.....                    | \$ | 54,341.90  |
| 10. BALANCE TO FINISH, PLUS RETAINAGE.....     | \$ | 6,150.16   |
| (Line 3 less Line 5)                           |    |            |

Progress Billing #2

| ITEM NO. | DESCRIPTION OF WORK                | SCHEDULED VALUE | WORK COMPLETED               |             | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % G/C | BALANCE TO FINISH (C-G) | RETAINAGE |
|----------|------------------------------------|-----------------|------------------------------|-------------|--|--|-------|-------------------------|-----------|
|          |                                    |                 | FROM PREV. APPLICATION (D+E) | THIS PERIOD |  |  |       |                         |           |
| 1        | Mobilization & Demobilization      | 11,500.00       | 5,750.00                     | 5,750.00    | 0.00                                       | 11,500.00                                  | 100   | 0.00                    | 575.00    |
| 2        | Traffic Control                    | 1,860.00        | 930.00                       | 930.00      | 0.00                                       | 1,860.00                                   | 100   | 0.00                    | 93.00     |
| 3        | Demo curb,gutter,sidewalk          | 1,050.00        | 1,050.00                     | 0.00        | 0.00                                       | 1,050.00                                   | 100   | 0.00                    | 52.50     |
| 4        | Remove existing asphalt            | 350.00          | 350.00                       | 0.00        | 0.00                                       | 350.00                                     | 100   | 0.00                    | 17.50     |
| 5        | Saw cut asphalt pavement           | 380.00          | 361.00                       | 19.00       | 0.00                                       | 380.00                                     | 100   | 0.00                    | 19.00     |
| 6        | Type 1 curb & gutter-typical       | 3,500.00        | 3,500.00                     | 0.00        | 0.00                                       | 3,500.00                                   | 100   | 0.00                    | 175.00    |
| 7        | Type 1 curb gutter driveway        | 5,460.00        | 5,460.00                     | 0.00        | 0.00                                       | 5,460.00                                   | 100   | 0.00                    | 273.00    |
| 8        | Type 1 curb w valley gutter        | 2,100.00        | 2,100.00                     | 0.00        | 0.00                                       | 2,100.00                                   | 100   | 0.00                    | 105.00    |
| 9        | 6' valley gutter                   | 1,015.00        | 1,015.00                     | 0.00        | 0.00                                       | 1,015.00                                   | 100   | 0.00                    | 50.75     |
| 10       | 4" thick typical concrete sidewalk | 4,450.00        | 4,450.00                     | 0.00        | 0.00                                       | 4,450.00                                   | 100   | 0.00                    | 222.50    |
| 11       | 6"depressed sidewalk               | 8,531.25        | 0.00                         | 8,531.25    | 0.00                                       | 8,531.25                                   | 100   | 0.00                    | 426.56    |
| 12       | 6"thick Type 1 sidewalk ramp       | 1,920.00        | 0.00                         | 1,920.00    | 0.00                                       | 1,920.00                                   | 100   | 0.00                    | 96.00     |
| 13       | 4" AC pavement                     | 32,602.24       | 0.00                         | 32,602.24   | 0.00                                       | 32,602.24                                  | 100   | 0.00                    | 1,630.11  |
| 14       | 12"Type 2 base under AC            | 19,450.20       | 19,450.20                    | 0.00        | 0.00                                       | 19,450.20                                  | 100   | 0.00                    | 972.51    |
| 15       | 6"Type 2 base under gutters,ramp   | 4,314.20        | 4,314.20                     | 0.00        | 0.00                                       | 4,314.20                                   | 100   | 0.00                    | 215.71    |
| 16       | 4"Type 2 base under sidewalks      | 1,780.00        | 1,780.00                     | 0.00        | 0.00                                       | 1,780.00                                   | 100   | 0.00                    | 89.00     |
| 17       | Type 2 base behind driveway        | 1,573.00        | 0.00                         | 1,573.00    | 0.00                                       | 1,573.00                                   | 100   | 0.00                    | 78.65     |
| 18       | Type 2 base in 2' shoulder AC      | 533.00          | 266.50                       | 266.50      | 0.00                                       | 533.00                                     | 100   | 0.00                    | 26.65     |
| 19       | Stripping and grubbing             | 2,000.00        | 2,000.00                     | 0.00        | 0.00                                       | 2,000.00                                   | 100   | 0.00                    | 100.00    |

| ITEM NO. | DESCRIPTION OF WORK          | SCHEDULED VALUE | WORK COMPLETED               |             | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % G/C | BALANCE TO FINISH (C-G) | RETAINAGE |
|----------|------------------------------|-----------------|------------------------------|-------------|--|--|-------|-------------------------|-----------|
|          |                              |                 | FROM PREV. APPLICATION (D+E) | THIS PERIOD |  |  |       |                         |           |
| 20       | Unclassified excavation      | 3,600.00        | 3,600.00                     | 0.00        | 0.00                                       | 3,600.00                                   | 100   | 0.00                    | 180.00    |
| 21       | Excess structural fill       | 750.00          | 750.00                       | 0.00        | 0.00                                       | 750.00                                     | 100   | 0.00                    | 37.50     |
| 22       | Drainage & finished grading  | 3,800.00        | 0.00                         | 3,800.00    | 0.00                                       | 3,800.00                                   | 100   | 0.00                    | 190.00    |
| 23       | PCC lined drainage swale     | 500.00          | 0.00                         | 500.00      | 0.00                                       | 500.00                                     | 100   | 0.00                    | 25.00     |
| 24       | NV Energy light,box,conduit  | 2,875.00        | 2,875.00                     | 0.00        | 0.00                                       | 2,875.00                                   | 100   | 0.00                    | 143.75    |
| 25       | Relocate SATVIEW utility box | 1,500.00        | 1,500.00                     | 0.00        | 0.00                                       | 1,500.00                                   | 100   | 0.00                    | 75.00     |
| 26       | Adjust water valve boxes     | 800.00          | 0.00                         | 800.00      | 0.00                                       | 800.00                                     | 100   | 0.00                    | 40.00     |
| 27       | Asphalt patch                | 510.00          | 0.00                         | 510.00      | 0.00                                       | 510.00                                     | 100   | 0.00                    | 25.50     |
| 28       | Change Order #1              | 4,299.49        | 4,299.49                     | 0.00        | 0.00                                       | 4,299.49                                   | 100   | 0.00                    | 214.97    |
| Totals   |                              | 123,003.38      | 65,801.39                    | 57,201.99   | 0.00                                       | 123,003.38                                 | 100   | 0.00                    | 6,150.16  |

*Juan Sandy*  
*Ruby Dome Inc*

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of the Elko Regional Airport Liability Insurance Policy for FY 2019/2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **LP Insurance Services, Inc. has competitively sought airport liability insurance for the upcoming fiscal year. Only one (1) quote was received from AIG Aerospace at \$9,741/year, representing a 10% increase over the current year. JF**
6. Budget Information:  

Appropriation Required: **\$9,741.00**  
Budget amount available:  
Fund name: **Airport Enterprise Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Airport Liability Insurance Renewal Quotations**
9. Recommended Motion: **Approve the AIG Aerospace policy, effective July 1, 2019 at \$9,741 per year.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **LP Insurance Services  
Attention: Dain A. Uriarte  
429 Court Street Suite, #1  
Elko, NV 89801**



**City of Elko**  
**Airport Liability Insurance**  
**Renewal Quotations**  
**July 1, 2019 to July 1, 2020**

|  |                            |
|--|----------------------------|
| <b>AIG 2018-2019: \$8,853</b>                      | <b>AIG</b>                 |
| <b>Best Rating</b>                                 | <b>A</b>                   |
| <b>Financial Size</b>                              | <b>XV</b>                  |
| <b>Annual Premium</b>                              | <b>\$9,741</b>             |
| <b>Limits of Liability</b>                         | <b>\$20,000,000</b>        |
| <hr/>  |                            |
| <b>Premises &amp; Operations</b>                   | Included<br>NIL Deductible |
| <b>Products/Completed Operations</b>               | Included*                  |
| <b>Hangarkeeper's Liability</b>                    | Included<br>NIL Deductible |
| <b>Personal &amp; Advertising Injury Liability</b> | Included*                  |
| <b>Contractual Liability</b>                       | Included                   |
| <b>Independent Contractors</b>                     | Included*                  |
| <b>Premises Medical</b>                            | \$25,000 Ea. Per.          |
| <b>Medical Malpractice</b>                         | Included*                  |
| <b>Fire Damage Legal Liability</b>                 | \$1,000,000                |
| <b>Non-Owned A/C Liability</b>                     | Included                   |
| <b>*Annual Aggregate</b>                           |                            |
| <b>Optional: TRIA</b>                              | <b>Add: \$2,922</b>        |

LP Insurance Services, Inc.  
300 East 2nd Street Suite 1300 - Reno, Nevada 89501 – ph. (775)996-6000 – fax (775) 473-9288



**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: **June 25, 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. MR**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, 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.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
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**

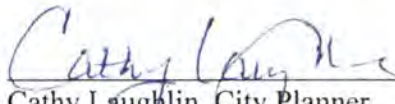


edition Standard Specifications for Public Works. All Right-of-Way and utility improvements are to be certified by the Engineer of Record for the project.

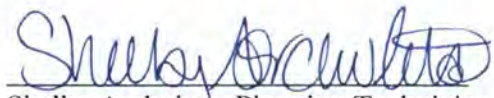
10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.

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





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

## **CITY OF ELKO STAFF REPORT**

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

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



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

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

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

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

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

**EXISTING LAND USE:** Vacant

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

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

### **PROPERTY CHARACTERISTICS:**

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

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

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

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

## **BACKGROUND INFORMATION**

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



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

#### **MASTER PLAN:**

##### **Land Use**

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

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

##### **Transportation**

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

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

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

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

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

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

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

W

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 + 750 =  
\$1700

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



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AUG 15 2018

Phase 3.txt

Parcel name: Lot 44

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

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

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

Parcel name: Lot 45

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

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

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

Phase 3.txt

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 46

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

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

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

-----  
Parcel name: Lot 47

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

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

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

Phase 3.txt

Parcel name: Lot 48

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

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

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

-----  
Parcel name: Lot 49

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

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

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

-----  
Parcel name: Lot 50

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

Phase 3.txt

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

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

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

-----  
 Parcel name: Lot 51

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

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

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



Phase 3.txt

Parcel name: Lot 52

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

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

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

Parcel name: Lot 53

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

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

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

Phase 3.txt

Parcel name: Lot 54

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

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

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

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

Error North: 0.00429 East : -0.00199

Precision 1: 76,548.94

-----

Parcel name: Lot 55

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

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

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

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

Error North: -0.00049 East : -0.00060

Precision 1: 414,550.00

Phase 3.txt

-----  
Parcel name: Lot 56

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

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

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

|                |           |         |              |
|----------------|-----------|---------|--------------|
| Error Closure: | 0.0039    | Course: | S 28-20-56 W |
| Error North:   | -0.00347  | East :  | -0.00187     |
| Precision 1:   | 94,384.62 |         |              |

-----  
Parcel name: Lot 57

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

Phase 3.txt  
Chord: 16.90 Course: S 25-06-43 E  
Course In: S 39-53-27 W Course Out: N 89-53-08 E  
RP North: 28473275.5566 East : 612943.8980  
End North: 28473275.5965 East : 612963.8980  
Line Course: S 56-37-37 W Length: 82.99  
North: 28473229.9447 East : 612894.5925  
Line Course: N 42-06-44 W Length: 100.22  
North: 28473304.2912 East : 612827.3865  
Line Course: N 90-00-00 W Length: 0.00  
North: 28473304.2912 East : 612827.3865

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

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

-----  
Parcel name: Lot 58

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

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

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

Phase 3.txt

Parcel name: Lot 59

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

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

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

-----  
 Parcel name: Lot 60

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

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

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

Phase 3.txt

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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

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Parcel name: Lot 62

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



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

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

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

-----  
Parcel name: Lot 63

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

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

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

-----  
Parcel name: Lot 64

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

Phase 3.txt  
Curve Length: 48.65 Radius: 50.00  
Delta: 55-44-56 Tangent: 26.45  
Chord: 46.75 Course: S 44-27-49 W  
Course In: S 17-39-43 E Course Out: N 73-24-39 W  
RP North: 28473366.9983 East : 612881.5711  
End North: 28473381.2736 East : 612833.6522  
Line Course: N 45-09-12 W Length: 108.90  
North: 28473458.0712 East : 612756.4425  
Line Course: S 08-52-50 E Length: 0.00  
North: 28473458.0712 East : 612756.4425

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

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

-----  
Parcel name: Lot 65

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

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

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

-----  
Parcel name: Lot 66



Phase 3.txt

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

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

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

-----  
 Parcel name: Lot 67

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

Phase 3.txt

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

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

-----  
Parcel name: Lot 68

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

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

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

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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

Parcel name: Lot 72

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

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

Phase 3.txt

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

Error Closure: 0.0015

Course: N 05-02-22 W

Error North: 0.00153

East : -0.00014

Precision 1: 242,700.00

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Parcel name: Lot 73

North: 28473588.1956 East : 612393.4351

Line Course: S 48-15-09 E Length: 96.40

North: 28473524.0077 East : 612465.3579

Line Course: N 41-44-51 E Length: 77.59

North: 28473581.8966 East : 612517.0211

Line Course: N 48-15-09 W Length: 111.40

North: 28473656.0722 East : 612433.9071

Line Course: S 41-44-51 W Length: 62.59

North: 28473609.3746 East : 612392.2316

Curve Length: 23.56

Radius: 15.00

Delta: 90-00-00

Tangent: 15.00

Chord: 21.21

Course: S 03-15-09 E

Course In: S 48-15-09 E

Course Out: S 41-44-51 W

RP North: 28473599.3869

East : 612403.4229

End North: 28473588.1956

East : 612393.4351

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

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

Error Closure: 0.0000

Course: N 00-00-00 E

Error North: 0.00000

East : 0.00000

Precision 1: 371,540,000.00

-----  
Parcel name: Lot 74

North: 28473656.0721 East : 612433.9072

Line Course: N 41-44-51 E Length: 78.89

North: 28473714.9309 East : 612486.4360

Line Course: S 48-15-09 E Length: 111.40

North: 28473640.7553 East : 612569.5500

Line Course: S 41-44-51 W Length: 78.89

North: 28473581.8965 East : 612517.0212

Line Course: N 48-15-09 W Length: 111.40

North: 28473656.0721 East : 612433.9072

Line Course: N 42-11-04 W Length: 0.00

North: 28473656.0721 East : 612433.9072

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

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



Phase 3.txt

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

-----  
 Parcel name: Lot 75

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

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

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

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

-----  
 Parcel name: Lot 76

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

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

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

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



Phase 3.txt

---

Parcel name: Lot 77

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

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

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

---

Parcel name: Lot 78

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

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

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

---

Parcel name: Lot 79

Phase 3.txt

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

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

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

-----  
Parcel name: Lot 80

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

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

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

-----  
Parcel name: Lot 81

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

Phase 3.txt

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

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

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

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

-----  
 Parcel name: Street Dedication

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

Phase 3.txt

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

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

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

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

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

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

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

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

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

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

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

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

Phase 3.txt

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



Phase 3.txt

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

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

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

-----  
 Parcel name: Total Area

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

Phase 3.txt

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

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

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

|                       |                      |
|-----------------------|----------------------|
| Error Closure: 0.0086 | Course: N 06-12-57 W |
|-----------------------|----------------------|

|                      |                 |
|----------------------|-----------------|
| Error North: 0.00852 | East : -0.00093 |
|----------------------|-----------------|

Precision 1: 350,104.65

APPROVAL - NEVADA DIVISION OF WATER RESOURCES

NEVADA DIVISION OF WATER RESOURCES

DATE \_\_\_\_\_

## APPROVAL - NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION.

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FEMA NOTE

LEGEND

- COUNTY ASSESSOR'S CERTIFICATE

COUNTY TREASURER'S CERTIFICATE

FILING DATA

OWNERS' CERTIFICATE

BY: ROBERT CARPIS, JR. PRESIDENT DATE:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2018, BY ROBERT CARPIS, PRESIDENT OF PARADISO  
PARTNERS, LP.

NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ROBERT CAPP, PRESIDENT OF PARADO PARTNERS, LP.

2. THE LANDS SURVEYED LIE WITHIN SECTION 14, T.24 N., R.55 E., MEWA W., AND THE SURVEY WAS COMPLETED ON \_\_\_\_\_.

3. THIS PLAN COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.

4. THE MONUMENTS DEPICTED ON THE PLAY ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ROBERT E. MOFFLEY, Ph.D. 6203



3. REPRESENTATIVE FOR THE CITY  
ENGINEER OF THE CITY OF ELRO, NEVADA, DO HEREBY CERTIFY THAT I HAVE  
EXAMINED THIS MAP AND FIND IT SUBSTANTIALLY THE SAME AS IT APPEARED  
ON THE TENTATIVE MAP, WITH ALL APPROVED ALTERATIONS, THAT ALL  
PROVISIONS OF N.R.S. 278.010 THROUGH 278.030, INCLUSIVE, AND ALL  
LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE  
MAP HAVE BEEN COMPLIED WITH, THAT I AM SATISFIED THAT THIS MAP IS  
LEGALLY CORRECT, AND THAT THE MEMORANDUM AS SHOWN ARE OF THE  
DRAWER AND OCCUPY THE POSITIONS INDICATED.

CITY ENGINEER OR ENGINEERING REPRESENTATIVE DATE

## APPROVAL - CITY OF ELKO PLANNING COMMISSION

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, PLANNING COMMISSION HELD ON THE 5TH DAY OF MAY, 2018, A TENTATIVE MAP OF THIS SUBDIVISION WAS DULY AND REGULARLY APPROVED PURSUANT TO N.R.S. 278.230. THIS FINAL MAP SUBSTANTIALLY COMPLES WITH SAID TENTATIVE MAP AND ALL ALL CONDITIONS PURSUANT THERETO HAVE BEEN MET.

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

APPROVAL - CITY OF ELKO  
CITY COUNCIL

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, THIS MAP WAS APPROVED FOR SUBDIVISION PURPOSES PURSUANT TO N.R.S. 278.467 THROUGH 278.469, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION, AS SHOWN HEREON, WERE ACCEPTED FOR PUBLIC USE.

BY: \_\_\_\_\_ CITY OF LAS VEGAS DATE: \_\_\_\_\_

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

NOTES

- CLYD COUNTY TREASURER DATE

D. WINE SAMPLES  
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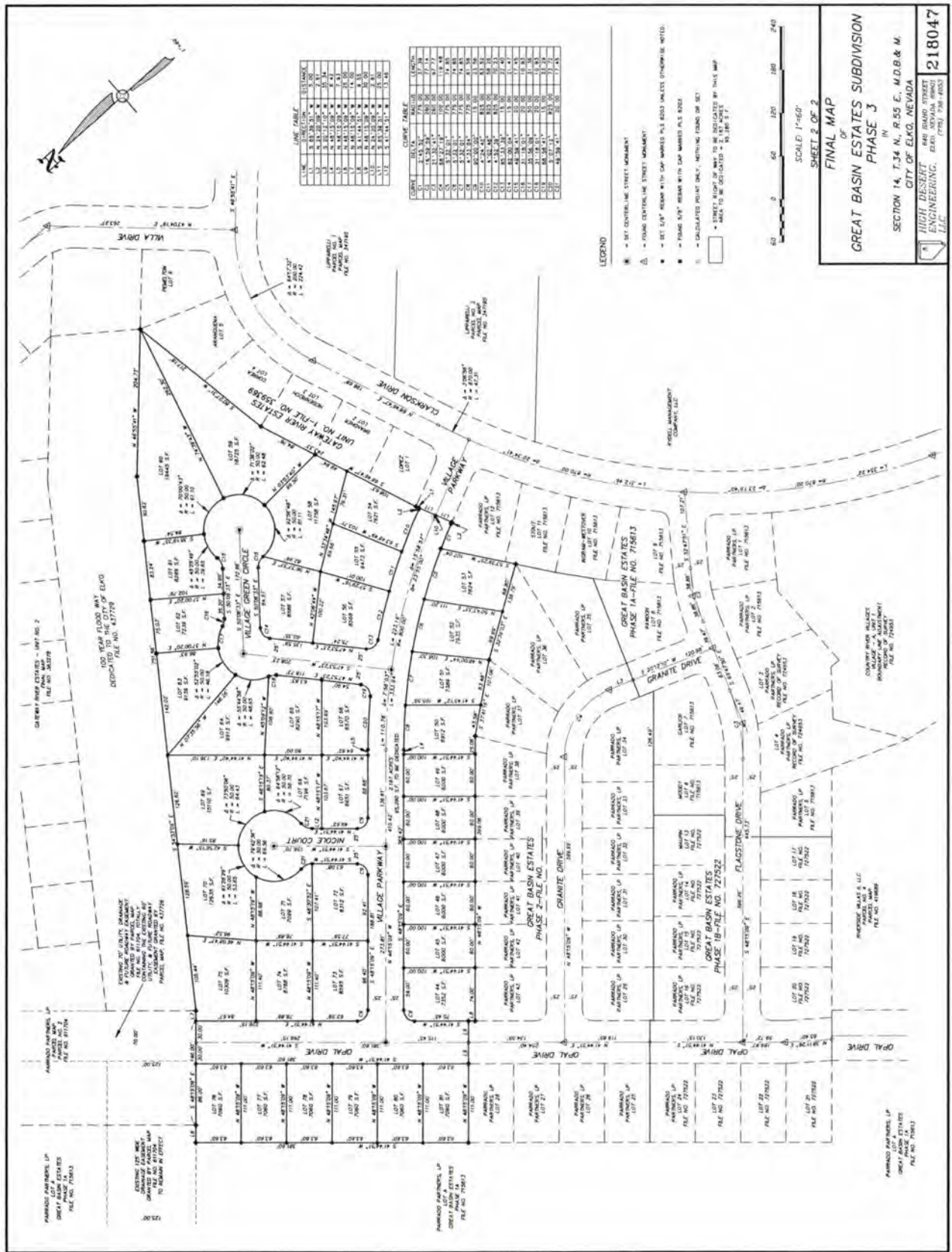
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FINAL MAP  
OF  
GREAT BASIN ESTATES SUBDIVISION  
PHASE 3  
(IN)  
SECTION 14, T.34 N., R.55 E., M.D.B. & M.  
CITY OF ELKO, NEVADA

840 DIANO STREET  
ELKO, NEVADA 89801  
(775) 738-4053

HIGH DESERT  
ENGINEERING,  
L.L.C.

218047





**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a PER (Preliminary Engineering Report) from Lumos and Associates for the Exit 298 Sewer Force Main and Lift Station Design, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The PER is included as supplemental agenda information. Staff will go over a summary of the design and associated costs. RL**
6. Budget Information:  

Appropriation Required: **\$250,000.00**  
Budget amount available: **\$250,000.00**  
Fund name: **WRF**
7. Business Impact Statement: **N/A**
8. Supplemental Agenda Information: **PER document**
9. Recommended Motion: **Move to approve PER from Lumos and Associates**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



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# City of Elko

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## Exit 298 Sewer Lift Station & Force Main Preliminary Engineering Report

**Final Report  
June 2019**

**Prepared For:**

City of Elko  
1751 College Avenue  
Elko, NV 89801

**Prepared By:**



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6/5/2019

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## **1.0 INTRODUCTION**

This Preliminary Engineering Report (PER) summarizes the preliminary design criteria, alternatives, and design recommendations for the proposed sewer lift station and force mains to be located near Exit 298 off Interstate 80 (I-80) in Elko, Nevada. Based on the options and analyses presented herein, the City of Elko staff has selected the preferred alternatives for the lift station and force main configurations. The preferred alternatives are presented in Section 6.0.

The proposed lift station and force main will serve future development on approximately 1,319 developable acres with anticipated land uses including residential and light industrial/commercial. There are currently four existing industrial/commercial facilities within the Exit 298 sewer service area. These properties currently discharge wastewater to temporary septic systems, but will eventually be required to connect to the City's sewer system contingent on completion of the lift station, force main, and gravity sewer collection system in the service area and reaching a City-determined flow trigger for conversion to the lift station. Pumped sewer flows will ultimately discharge to the City of Elko Water Reclamation Facility (WRF) with a connection to an existing upstream manhole.

## **2.0 PROJECT LOCATION**

The proposed lift station will be located within a 0.15-acre easement on the southwest corner of Assessor's Parcel Number (APN) 001-679-011 (Golden Gate Petroleum). The sewer service area includes approximately 987 developable acres north of I-80 and 332 developable acres south of I-80. Wastewater will be conveyed from the proposed sewer lift station site through approximately 2.2 miles (11,550-ft) of proposed parallel sewer force mains along State Route 535 (SR-535, West Idaho Street) to an existing manhole upstream of the City of Elko WRF.

The proposed lift station location, sewer force main alignment, and sewer service areas are shown in Figure 1.



**Figure 1: Project Location and Service Area**





### 3.0 DESIGN CRITERIA

The following sections summarize design criteria that has been determined for the lift station and force main project in coordination with City of Elko staff.

#### 3.1 Generation Factors

Wastewater generation factors used to estimate sewer flows were determined through evaluation of factors used in a previous City of Elko sewer flow study, historical winter water usage for existing light industrial/commercial facilities, factors used by other utilities in Northern Nevada, and industry standards.

The previous sewer flow study was prepared by City of Elko to define the Exit 298 sewer service area and estimate future sewer flows. A map of the sewer flow study and a summary of the flow projections are included in Appendix A. The generation factors used in the study are 1,000 gallons per day per acre (gpd/acre) for light industrial/commercial, 350 gpd/home for residential at a density of 5 homes per acre, and a peaking factor of 1.5 for main collectors. A review of these factors is provided below:

- Light Industrial/Commercial: Historical water usage was limited for existing industrial and commercial facilities in the service area, but for one establishment, Golden Gate Petroleum, the 2018/2019 winter water usage averaged only 103 gpd/acre (7.8 acre site). Recent winter water usage was also reviewed for another existing customer in a different sewer service area of Elko (Cashman Equipment), and existing water usage averaged only 11.3 gpd/acre (11.7 acres developed site area). Wastewater flows typically represent 60-80% of indoor water usage [1], which would translate into sewer flows of 62-82 gpd/acre for Golden Gate Petroleum and 7-9 gpd/acre for Cashman Equipment. These estimated sewer flows are significantly less than the generation factor of 1,000 gpd/acre, however, the type of industrial or commercial development could have a great impact on actual sewer flows. Sewer generation factors used by other utilities in Nevada vary widely from 400 gpd/acre to over 3,000 gpd/acre. After discussions with City of Elko staff, a factor of 800 gpd/acre was determined adequate to cover the wide range of development that could occur.
- Residential: The residential land use density of 5 homes per acre is consistent with the medium density residential designation identified in the 2011 City of Elko Master Plan which ranges from 4 to 8 homes per acre [2]. Although future residential development in the service area could also include low density residential (less than 4 homes per acre) and high density residential (greater than 8 homes per acres), the assumed density of 5 homes per acre provides a good mid-range basis for design purposes. As discussed with City of Elko staff, a sewer generation factor of 350 gpd/home is relatively high and a factor of 250 gpd/home is more reasonable and consistent with planning numbers used by other utilities in Nevada.
- Peaking Factor: A peaking factor of 1.5 is on the lower end of industry standard, but is reasonable because the collection system will be all newer construction (improvements in design/construction against inflow and infiltration than with older infrastructure) and the service area is large enough that flow attenuation will occur in the collection system with varying discharge times to the lift station.

In summary, the factors below are recommended for sizing the sewer lift station and force mains.

- Light Industrial/Commercial: 800 gpd/acre
- Residential: 250 gpd/home at a density of 5 homes per acre = 1,250 gpd/acre
- Pressure System Peaking Factor: 1.5

The recommended wastewater generation factors of 800 gpd/acre for light industrial and commercial, 1,250 gpd/acre for residential, and a peaking factor of 1.5 provide a conservative basis for estimating future flows to account for unknowns in development while also limiting overestimation of flows and oversized infrastructure.

### **3.2 Lift Station**

Recommended lift station design criteria based on industry standards and input from City of Elko is provided below. This report explores two different lift station configurations: a wet well with submersible pumps or a separate dry pit/wet pit arrangement.

- Lift station sizing: based on pressure system peak flow
- Number of pumps: 2 duty + 1 standby (each pump designed to pump 100% of peak flow with alternating lead-lag mode)
- Pump type: TBD
  - Submersible, non-clog, with variable frequency drives (VFDs); or
  - Dry pit, vertically mounted, non-clog, with VFDs and submersible style motors to protect against flooding damage
- Solids-passing: Pumps capable of passing a minimum 2 or 3-inch solid (smaller pumps are sometimes limited to a maximum 2-inch solid)
- Wet well mixing: submersible mixers to kick on before each pump start to stir up solids
- Wet well material: precast concrete with an interior liner for corrosion protection
- Wet well cross-section: circular or rectangular
- Wet well sizing:
  - Operational depth based on minimum cycle time between pump starts of 6-10 minutes (to be confirmed with pump manufacturer)
  - Cross-sectional area as required to accommodate pumps, piping, fittings, and access hatch while maintaining minimum clearances
  - Maximize pump efficiencies (e.g. avoid dead zones or vortexing) and minimize overall structure depth
  - Consider shipping size limitations for precast structures (e.g. 12-ft diameter maximum for precast circular wet wells)
- Access hatches: lightweight material such as aluminum or fiberglass

### **3.3 Force Main**

Recommended design criteria for the force main(s) based on industry standards and input from City of Elko is provided below:

- Force main sizing: based on pressure system peak flow
- Minimum depth of cover: 42-inches

- Note: other installation requirements may apply within Nevada Department of Transportation (NDOT) and United Pacific Railroad (UPRR) Right-of-Way
- Velocity: 2-6 feet per second (fps)
- Pipe material: High density polyethylene (HDPE) with fused joints
- Pressure class: Adequate for test pressure of 1.25 times the operating pressure (per Standard Specifications for Public Works Construction)
- Hazen-Williams roughness coefficient, "C": 140
- Discharge location: Existing manhole near Hot Springs Road upstream of Elko WRF
  - Manhole rim elevation = 5059.39-ft
  - Top of existing 18-inch gravity sewer pipe = 5052.63-ft
  - Assumed discharge elevation for proposed force main = 5054.56-ft
- Air valves at high points
- Pigging system for force main cleaning (see Section 6.2.3)

#### 4.0 SEWER SYSTEM EVALUATION

##### 4.1 Projected Flows

There are four existing industrial/commercial facilities within the Exit 298 sewer service area that currently discharge wastewater to temporary septic systems. In addition, Komatsu is in the process of constructing a new 189,000 square foot building scheduled for completion in late 2019. Actual sewer flows from these existing facilities and planned expansion are unknown because sewer flows are not monitored, however, estimated sewer flows based on the recommended generation factor of 800 gpd/acre are summarized in Table 1.

**Table 1: Current Estimated Sewer Generation**

| Facility                   | Land Use               | Area<br>[acres] | Sewer<br>Generation<br>Factor | Avg.<br>Flow<br>[gpm] | Peak<br>Flow<br>[gpm] |
|----------------------------|------------------------|-----------------|-------------------------------|-----------------------|-----------------------|
| <u>Existing Facilities</u> |                        |                 |                               |                       |                       |
| Swire Coca Cola            | Light Industrial/Comm. | 3.0             | 800 gpd/ac                    | 1.7                   | 2.6                   |
| Golden Gate Petroleum      | Light Industrial/Comm. | 7.8             | 800 gpd/ac                    | 4.3                   | 6.5                   |
| Coach America              | Light Industrial/Comm. | 4.8             | 800 gpd/ac                    | 2.7                   | 4.1                   |
| Komatsu                    | Light Industrial/Comm. | 14.0            | 800 gpd/ac                    | 7.8                   | 11.7                  |
| <b>Subtotal</b>            |                        | <b>29.6</b>     | <b>-</b>                      | <b>16.5</b>           | <b>24.9</b>           |
| <u>Near-Term Growth</u>    |                        |                 |                               |                       |                       |
| Komatsu Expansion          | Light Industrial/Comm. | 16.8            | 800 gpd/ac                    | 9.3                   | 14.0                  |
| <b>Total</b>               |                        | <b>46.4</b>     | <b>-</b>                      | <b>25.8</b>           | <b>38.9</b>           |

The sewer service areas shown in Figure 1 will be developed into a mixture of light industrial, commercial, and residential land uses with a total of approximately 1,319 acres at buildout. Future estimated sewer flows using the recommended generation factors noted in Section 3.1 are summarized in Table 2 and total to a peak flow of approximately 1,500 gpm at buildout.



**Table 2: Future Estimated Sewer Generation**

| Area ID      | Land Use                    | Area [acres] | Sewer Generation Factor | Avg. Flow [gpm] | Peak Flow [gpm] |
|--------------|-----------------------------|--------------|-------------------------|-----------------|-----------------|
| 1            | Light Industrial/Commercial | 144          | 800 gpd/ac              | 80              | 120             |
| 2            | Residential                 | 230          | 1,250 gpd/ac            | 200             | 300             |
| 3            | Residential                 | 177          | 1,250 gpd/ac            | 154             | 231             |
| 4            | Residential                 | 436          | 1,250 gpd/ac            | 378             | 567             |
| 5            | Light Industrial/Commercial | 245          | 800 gpd/ac              | 136             | 204             |
| 6            | Light Industrial/Commercial | 41           | 800 gpd/ac              | 23              | 35              |
| 7            | Light Industrial/Commercial | 46           | 800 gpd/ac              | 26              | 39              |
| <b>Total</b> |                             | <b>1,319</b> | <b>-</b>                | <b>997</b>      | <b>1,496</b>    |

## 4.2 Submersible vs. Dry Pit/Wet Pit Lift Station

This section compares two lift station styles: submersible pumps in a wet well, or a dry pit/wet pit configuration. Conceptual layouts of both options can be found in Appendix E (Figures 1 and 2 for submersible style, Figures 3 and 4 for dry pit/wet pit style).

### 4.2.1 Submersible Lift Station

A submersible lift station would include a circular wet well with submersible pumps mounted on base elbows with guide rail systems. A separate, rectangular valve vault and flow meter vault would be provided downstream of the lift station with access through a vault hatch.

Pros and cons associated with a submersible lift station are as follows:

#### Pros

- Lower capital cost
- Smaller footprint
- Shallow valve vault/less excavation
- No confined space entry required
- Jacketed motor not required for cooling
- Shorter lead time on pumps
- Standard precast structure sizes available

#### Cons

- Submerged equipment not readily accessible
- More difficult to inspect, diagnose, and perform maintenance on pumps
- Maintenance/inspection requires pump removal with a truck-mounted or pedestal-mounted crane and lifting chain

### 4.2.2 Dry Pit/Wet Pit Lift Station

A dry pit/wet pit lift station would include a rectangular wet well structure with suction piping and a separate, below-grade, rectangular dry pit structure. The dry pit structure would be at the same depth as the wet well and would contain vertical dry pit pumps, discharge piping, and valves.

Pros and cons for a dry pit/wet pit lift station are as follows:

**Pros**

- Ease of maintenance access
- Operator familiarity
- Inspection and maintenance can be performed without removing the pumps
- Minimizes health and safety risks with reduced exposure to raw sewage (as compared to pulling pumps from active wet well)

**Cons**

- Higher capital cost
- Confined space entry
- Deep dry pit structure/more excavation
- Flooding concern (sump pump required)
- Shop repairs/rebuilds still require pump removal with crane and lifting chain
- Rectangular wet well required to accommodate pump clearances in dry pit (more likelihood for dead zones)
- Custom sizes needed for large rectangular precast structures

#### 4.2.3 OSHA Requirements for Confined Spaces

For a dry pit/wet pit lift station, the dry pit would be considered a confined space by OSHA standards. Therefore, precautions would need to be taken when entering the dry pit for operation and maintenance purposes. Because the dry pit has the potential for a hazardous atmosphere (due to gases from wastewater), it would be considered a "permit required confined space". For a "permit required confined space", a comprehensive safety plan would need to be prepared and entry permits would need to be issued and recorded for each entry in accordance with OSHA Standard 29 CFR 1910.146. To classify as a "non-permit required confined space", all potential hazards would need to be eliminated or managed (e.g. with automatic/controlled ventilation systems), however, this is more applicable for stations with a building placed over the dry pit where egress is not limited as with a below-grade dry pit.

For a dry pit lift station, the following precautions and design features should be considered:

- Ventilation system with a wall-mount exhaust fan and vent piping to atmosphere that can be activated without entering the dry pit
- Atmospheric monitoring for oxygen levels and hazardous gases prior to and during entry
- Minimum of two personnel on-site for dry pit access (one entrant and one attendant who remains outside the dry pit)
- Proper interior lighting

### 4.3 Lift Station and Force Main Sizing

Sizing of the lift station and force main were performed using the total peak flows anticipated for the service area. Sizing methodology and analyses are discussed below.

#### 4.3.1 Wet Well Sizing (for Both Lift Station Options)

Because the service area is mostly undeveloped and growth will occur over a long period of time, initial sewer flows will be significantly lower than total estimated buildout flows. To avoid oversized facilities for initial sewer flows, which can result in potential dead zones and pumping inefficiencies, a smaller initial wet well is recommended. The initial wet well would eventually be converted to an upstream manhole for the full buildout wet well. The recommended size for the



initial wet well is approximately 400-600 gpm peak flow pumping capacity with the buildout wet well sized for an ultimate peak flow of 1,500 gpm.

Sizing of the lift station wet well is dictated by multiple factors including: the minimum cycle time between pump starts (minimum operating storage), lag pump storage volume and reserve depth, pump spacing requirements, minimum submergence for anti-vortexing, and the invert elevation of the incoming gravity sewer pipeline. In addition, wet wells with submerged pumps must also consider minimum pump submergence requirements for motor cooling.

Preliminary wet well depths for initial and buildout flows are as follows:

- For an initial wet well inner diameter of 84-inches (or equivalent rectangular cross-section), a peak flow of 400 gpm, and a pump cycling time of 6 minutes, the total minimum structure depth required is 17-ft.
- For a buildout wet well inner diameter of 108-inches (or equivalent rectangular cross-section), a peak flow of 1,500 gpm, and a pump cycling time of 6 minutes, the total minimum structure depth required is 20-ft.

Wet well depths are preliminary and will need to be adjusted during design based on final wet well sizing and pump selections. Preliminary wet well sizing calculations and assumptions are included in Appendix B (B-1 and B-2).

Based on follow up discussions with City staff, an alternative option in wet well sizing is to use a single, deeper wet well structure to balance the requirements for both initial and buildout flows and to reduce potential dead zones by limiting the cross-sectional area and using a wet well mixer to stir up solids prior to pump starts. This option is discussed further in Section 7.1.

#### 4.3.2 Dry Pit Sizing (for Dry Pit/Wet Pit Lift Station)

If a dry pit configuration is utilized, it would be more economical to oversize a single dry pit structure for both initial and buildout pumping systems to reduce the overall footprint and maximize working space for operators rather than design two separate dry pit structures. The dimensions of the dry pit, therefore, would need to take into account pump spacing requirements for both the initial and buildout pumps. The depth of the dry pit structure would need to match the depth of the wet well structures for proper pump operations (e.g. preventing cavitation with pumps elevated too high above low water levels).

With a single dry pit structure, the initial pumps would need to be removed and discharge piping reconfigured to accommodate the buildout pumping system which would have different suction and discharge diameters and vertical spacing requirements. Converting the dry pit from initial to buildout systems would require bypass pumping and more downtime during construction as compared to a conversion between initial and buildout submersible wet well systems.

#### 4.3.3 Buoyancy Analysis

The buoyancy analysis will be finalized after the geotechnical report has been completed and the groundwater level and soil densities are known. If buoyancy is determined to be an issue, the lift station structures and vaults will be equipped with concrete anti-flotation collars at the base to resist buoyant forces through the added weight of concrete and soil above the collars.

#### 4.3.4 Pump and Force Main Sizing

Force main sizing calculations were performed in conjunction with lift station and pumping system sizing calculations at initial and buildout peak flows. Assumptions used for sizing of the pumps and force mains include the peak flows from Tables 1 and 2, estimated wet well depths of 17-ft for the initial wet well and 20-ft for the buildout wet well (per preliminary wet well sizing calculations in Appendix B), and a total force main length of 11,550-ft. System curves were generated for various combinations of parallel force main diameters and compared with pump curves for initial and buildout flows.

Based on the force main and pump sizing analysis, design options including either two (2) or three (3) force mains were developed as outlined below. The advantage of multiple force mains is to provide operational flexibility in handling a range of sewer flows as the service area is developed.

- Option 1: (3) parallel force mains – (1) 6-inch and (2) 8-inch
- Option 2: (2) parallel force mains – (1) 6-inch and (1) 10-inch

Pump and system curves for a three (3) force main system (Option 1) are shown in Figure 2. Pump and system curves for a two (2) force main system (Option 2) are shown in Figure 3. The pump curves shown are example pump options which will need to be finalized during design. Operational points are shown on each graph, which can be accomplished with various combinations of duty pumps and force mains. The system with three (3) force mains allows more flexibility in operational points, but this added flexibility can also be accomplished with the use of VFDs on the pump motors to control speed (VFD curves not shown on graphs). Velocity ranges are also labeled on the graphs which show that a minimum 200 gpm pumping rate is required with a 6-inch force main to maintain a minimum velocity of 2 fps. The options with the initial and buildout pumping systems combined with the force main options as reflected in Figures 2 and 3 are summarized below:

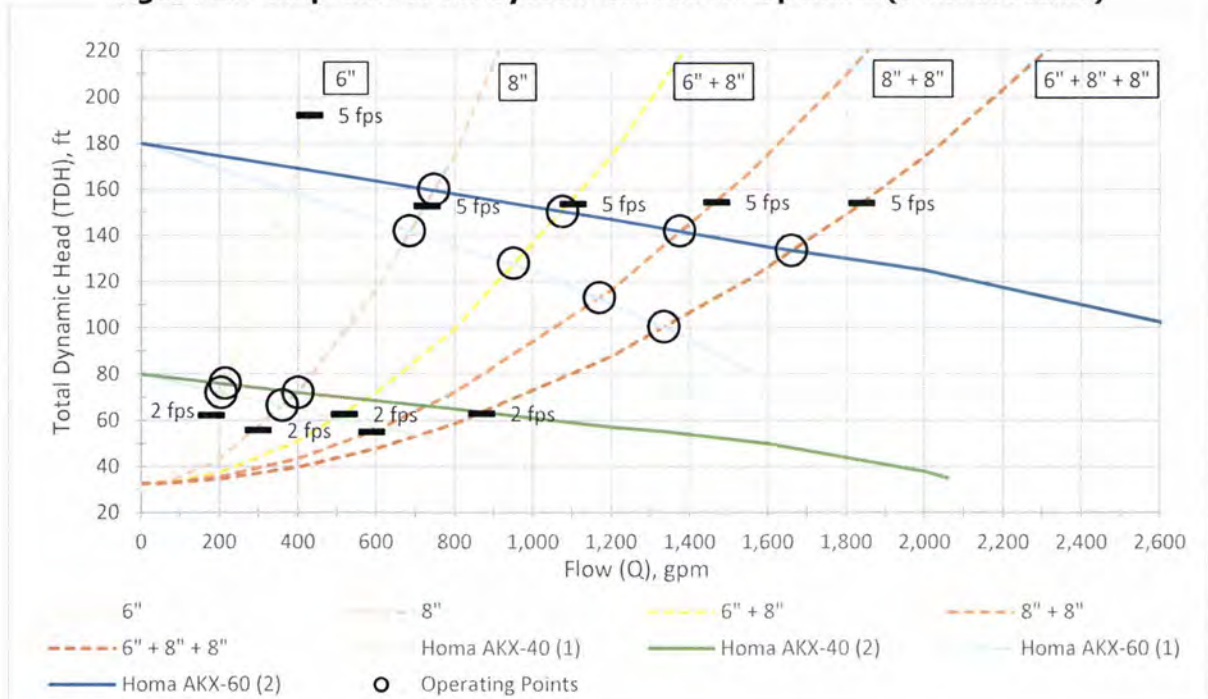
##### *Initial Pumping System*

- Number of Pumps: 3 pumps (2 duty + 1 standby)
- Force Main Diameters:
  - Option 1 (Figure 2): 6" or 8"
  - Option 2 (Figure 3): 6" or 10"
- Flow Range: Approximately 100 to 600 gpm, depending on final pump selection, desired velocities, and acceptable turn-down ratios for VFDs

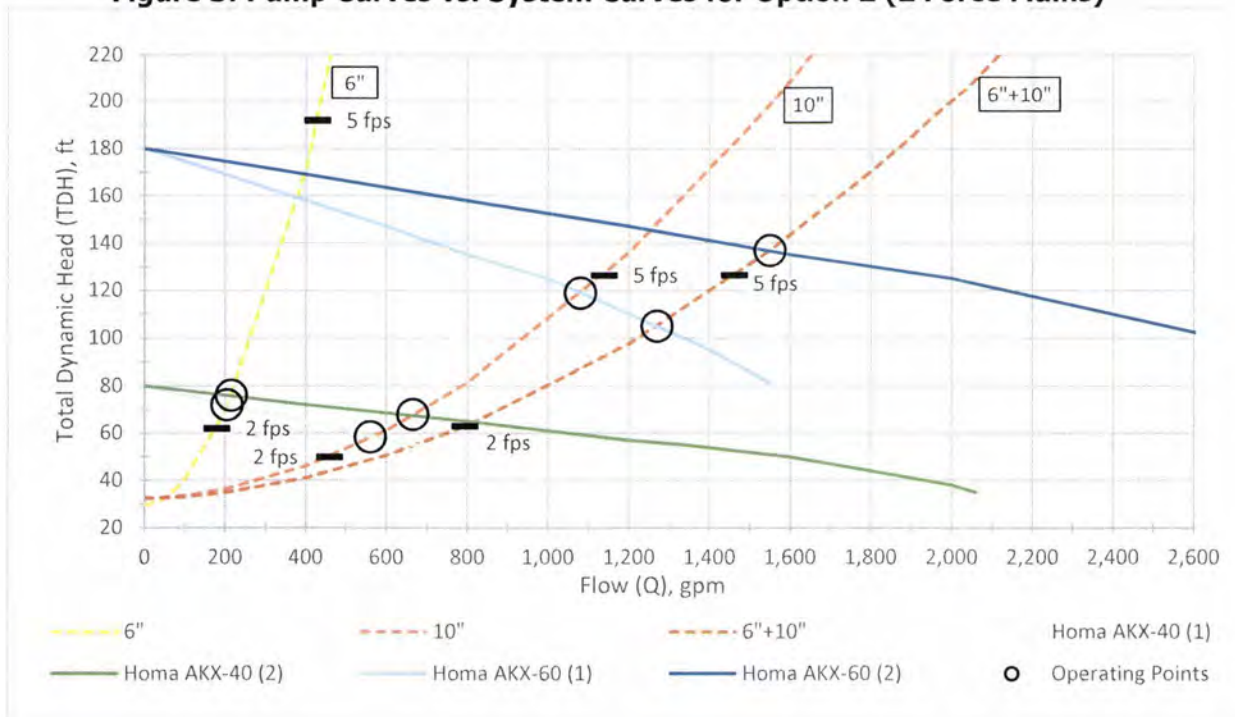
##### *Buildout Pumping System*

- Number of Pumps: 3 pumps (2 duty + 1 standby)
- Force Main Diameters:
  - Option 1 (Figure 2): 8" or 6"+8" or 8"+8" or 6"+8"+8"
  - Option 1 (Figure 3): 10" or 6"+10"
- Flow Range: approximately 400 to 1,500 gpm, depending on final pump selection, desired velocities, and acceptable turn-down ratios for VFDs

**Figure 2: Pump Curves vs. System Curves for Option 1 (3 Force Mains)**



**Figure 3: Pump Curves vs. System Curves for Option 2 (2 Force Mains)**





#### 4.3.5 Odor Control Analysis

Odor control can become an issue with long detention times in sewer system facilities. Preliminary calculations for wet well filling time and force main detention time can be found in Appendix C. The buildout gravity collection system has not yet been designed or constructed for the service area, and therefore, was not included in this analysis. However, as developments farthest away from the lift station come online, the longer detention times in the gravity system could also lead to odor control issues.

A maximum 2-hour detention time is a typical industry standard for force mains as related to odor control, however, longer detention times could still be acceptable depending on wastewater strength and other area specific conditions (e.g. temperatures). As shown in Appendix C-1, the minimum required pumping rate in a 6-inch force main to achieve a maximum 2-hour detention time is 156 gpm.

Depending on timing of construction and the number of customers connecting to the gravity sewer system, the lift station could initially experience very low flows. A wet well filling time of 30 minutes or less is recommended in accordance with the 10 States Standards [3] to reduce potential odor issues. As shown in Appendix C-2, the minimum influent flow required to meet a wet well filling time of 30 minutes is 20 gpm for a smaller initial wet well and 75 gpm for the buildout wet well.

It is not anticipated that odor control will be needed for the initial lift station. Provisions will be included in the design of the site layout and electrical capacity for the future addition of odor control. In addition, a submersible wet well mixer will be included in the design which kick on before each pump start to stir up settled solids and prevent septic conditions from solids accumulation. Should additional odor control measures become necessary in the future, the options outlined in the subsections below could be considered by the City. It should be noted that space within the existing lift station site easement is limited and additional space could be required for future odor control equipment depending on the system needs.

##### *Option 1: Physical Treatment*

An example of physical treatment for odor control is adsorption using activated carbon. An adsorption system typically consists of a vessel with activated carbon media, duct/vent piping connected to the lift station wet well, and a blower assembly. Air from the wet well head space is conveyed to the activated carbon vessel and the odorous compounds adhere to the media. Once the carbon media is exhausted, it must be replaced. Pros and cons of an adsorption system are as follows:

##### Pros

- Simple to operate (only moving part is a blower)
- Lower capital cost than other options
- Packaged systems available

##### Cons

- Media replacement can be labor intensive and costly
- More effective for smaller lift stations with lower odor concentrations
- Only treats air at lift station site (does not address odor control issues in force mains and at discharge location)

### *Option 2: Biological Treatment*

Biofilters are a type of biological treatment that can be used to treat foul air from lift station wet wells. Biofiltration units typically consist of below-grade systems (e.g. concrete structures with perforated pipes and gravel) topped with media, such as bark mulch, and air blower/piping assemblies to collect and convey foul air from the wet well head space through the media beds. Microorganisms in the media beds feed on odor-causing compounds in the foul air stream and carbon dioxide is released to the atmosphere as the end product. Above-grade biofiltration systems are also available from equipment manufacturers as a package unit. Pros and cons of a biofiltration system are as follows:

#### Pros

- Simple maintenance
- Works well with medium to high odor concentrations
- Packaged systems available

#### Cons

- Media must be replaced periodically (e.g. every 5 years)
- Water supply required to keep media moist
- Leachate waste stream generated from media beds
- Only treats air at lift station site (does not address odor control issues in force mains and at discharge location)
- Larger footprint than other options

### *Option 3: Chemical Treatment*

Chemical scrubbing is a type of odor control that can be accomplished through chemical addition to the lift station wet well. Chemical feed systems typically consist of a chemical storage tank on a concrete slab, dosing pumps and controls, and chemical feed piping. Chemicals typically used for odor control at lift stations include Bioxide® (calcium nitrate) or chlorine. Pros and cons of a chemical addition system are as follows:

#### Pros

- Treatment not limited to wet well (can be used to prevent septic conditions in force mains and resulting downstream odor issues)
- Works well with medium to high odor concentrations
- Package systems available

#### Cons

- Chemical purchase can be costly over time
- Some chemicals, such as Bioxide®, are proprietary
- Requires integration with control system to operate with pump drawdown cycle

#### 4.3.6 Emergency Storage

In the event of a power outage or pump failure, emergency storage volume should be provided at the lift station site and/or in the upstream gravity system in addition to backup power. A minimum of 30 minutes of emergency storage is recommended. Preliminary emergency storage calculations are provided in Appendix D and summarized below. As demonstrated with the calculations, an onsite emergency storage structure is not required; there is sufficient storage available within the lift station wet well(s), upstream manholes, and upstream gravity sewer mains to provide over 30 minutes of storage at buildout peak flows without surcharging upstream manholes or connected laterals. Calculations were based on a submersible style lift station, but would be comparable for a dry pit/wet pit lift station.



### *Initial Lift Station*

The emergency storage volume within the initial system was calculated as the available volume in upstream gravity mains, manholes, and the initial wet well below a water level elevation of 5,033-ft which provides 3-ft of freeboard in the lowest elevation upstream manhole. These structures combined could provide approximately 58,130 gallons of emergency storage, which is equivalent to 145 minutes of capacity at an initial lift station peak flow of 400 gpm (see Appendix D-1).

### *Buildout Lift Station*

In addition to the volume provided by the initial infrastructure, the buildout wet well would provide an additional 3,930 gallons of emergency storage for a total of 62,060 gallons. This equates to 41 minutes of emergency storage capacity at the buildout peak flow of 1,500 gpm (see Appendix D-2).

## **5.0 COMPARISON OF ALTERNATIVES AND COSTS**

### **5.1 Lift Station**

The lift station components required for the submersible lift station option versus the dry pit/wet pit lift station option are outlined below. Preliminary site layouts and section views of the two lift station options can be found in Appendix E (Figures 1 and 2 for submersible style, Figures 3 and 4 for dry pit/wet pit style).

#### **5.1.1 Submersible Lift Station Option**

##### *Initial Wet Well*

For the submersible lift station option, the preliminary initial lift station design includes a 60-inch diameter approach manhole, an 84-inch diameter circular wet well with a minimum depth of 17-ft, a duplex or triplex pumping system, valve vault, flow meter vault, and a pig launching station (see Section 6.2.3 for more information on pig launching station).

The pumps would be variable speed, submersible, non-clog pumps capable of passing a 2-inch or 3-inch solid. The pumping system would be designed for a maximum peak flow in the 400-600 gpm range depending on the final pump selection and the force main design. A single pump and force main would initially pump at 100-200 gpm depending on final pump selection, desired velocities, and acceptable turn-down ratios for the VFDs. Pump motors would be rated at 460 volts, 3 phase, 60 hertz with estimated motor sizes ranging from 15-25 horsepower (HP).

##### *Buildout Wet Well*

The preliminary buildout lift station design includes the 84-inch diameter initial wet well converted to an approach manhole, a 108-inch diameter circular wet well with a minimum depth of 20-ft, a triplex pumping system, valve vault, flow meter vault (constructed with initial station), and pig launching station (constructed with initial station).

The pumps would be variable speed, submersible, non-clog pumps capable of passing a 3-inch solid. The pumping system would be designed for a maximum peak flow of 1,500 gpm. A single pump and force main would initially pump at around 600 gpm depending on final pump selection,

desired velocities, and acceptable turn-down ratios for the VFDs. Pump motors would be rated at 460 volts, 3 phase, 60 hertz with estimated motor sizes ranging from 40-50 HP.

#### *Conversion from Initial to Buildout*

To convert the submersible style lift station from initial to buildout during a future construction phase, the contractor would equip the buildout wet well structure with the pumps, discharge piping, valves, and appurtenances and would connect to the existing discharge piping while the initial wet well remains operational (no bypass pumping needed). After installation of the buildout equipment, pipe plugs would be altered to bypass the initial wet well for removal of initial station equipment and conversion of the wet well structure to an upstream manhole.

#### 5.1.2 Dry Pit/Wet Pit Lift Station Option

##### *Initial Dry Pit/Wet Pit*

For the dry pit/wet pit lift station option, the wet pit design would need to be similar in depth and cross sectional area as the submersible station option, however, to accommodate spacing required for a triplex pumping system the wet pit would need to be rectangular. An example preliminary design would include a 60-inch x 120-inch rectangular wet well with a minimum depth of 17-ft. A single rectangular dry pit could be used for both initial and buildout conditions if the dry pit were oversized to accommodate initial and buildout pumping systems. The preliminary dry pit size would be 150-inch x 162-inch at a minimum depth of 20-ft to match the buildout wet pit.

The pumps would be variable speed, dry pit, vertically mounted, non-clog pumps capable of passing a 2-inch or 3-inch solid. The pumping system would be designed for a maximum peak flow in the 400-600 gpm range depending on the final pump selection and the force main design. A single pump and force main would initially pump at 100-200 gpm depending on final pump selection, desired velocities, and acceptable turn-down ratios for the VFDs. Pump motors would be rated at 460 volts, 3 phase, 60 hertz with estimated motor sizes ranging from 15-25 HP.

##### *Buildout Dry Pit/Wet Pit*

The initial dry pit would be repurposed as the buildout dry pit to save the cost and space of constructing two separate dry pits. The buildout wet pit would require a similar depth and cross sectional area as the submersible lift station option, but rectangular in shape to accommodate spacing required for a triplex pumping system. The preliminary buildout wet pit size would be approximately 78-inches x 144-inches.

The pumps would be variable speed, dry pit, vertically mounted, non-clog pumps capable of passing a 3-inch solid. The pumping system would be designed for a maximum peak flow of 1,500 gpm. A single pump and force main would initially pump at around 600 gpm depending on final pump selection, desired velocities, and acceptable turn-down ratios for the VFDs. Pump motors would be rated at 460 volts, 3 phase, 60 hertz with estimated motor sizes ranging from 40-60 HP.

#### *Conversion from Initial to Buildout*

Converting the dry pit/wet pit style lift station from initial to buildout during a future construction phase would include removal of the initial pumping system and appurtenances, reconfiguration of pump pedestals and inlet/outlet connections, installation of the buildout pumping system and

appurtenances, and conversion of the initial wet well structure into an upstream manhole. This method would require the station to be out of service for 2 weeks with bypass pumping operations using the approach manhole and bypass pumping connection.

## **5.2 Force Main**

### **5.2.1 Alignment**

The proposed force main alignment crosses from the lift station site to the south side of SR-535 (West Idaho Street) and follows the highway east to an existing manhole upstream of the Elko WRF (see Figure 1). The existing manhole is located on the southwest corner of the intersection of SR-535 and Hot Springs Road and is connected to an existing 18-inch gravity sewer main. The City has confirmed that this tie-in location has sufficient capacity available for buildout flows from the Exit 298 sewer service area.

Locating the force mains on the south side of SR-535 was identified by the City to reduce conflicts with existing utilities and private driveways that would be encountered on the north side of SR-535. However, on the south side of SR-535 there are railroad tracks owned by UPRR that parallel the highway. Right-of-way research performed by High Desert Engineering shows that a portion of the NDOT and UPRR right-of-ways overlap and that UPRR right-of-way cannot be avoided outside of pavement areas along a portion of the alignment. The total length of the force main alignment is approximately 11,550-ft.

Existing utilities on the south side of SR-535 include a gas main, overhead electrical, and storm drain culverts. Further investigation of the gas main location is underway and will help determine whether the force main will be installed primarily in the right-of-way of NDOT, UPRR, or both.

### **5.2.2 Quantity/Diameter**

Force main design options for selection by the City include either two (2) or three (3) force mains:

- Option 1: (3) parallel force mains – (1) 6-inch and (2) 8-inch
- Option 2: (2) parallel force mains – (1) 6-inch and (1) 10-inch

## **5.3 Budgetary Construction Costs**

Preliminary construction costs were estimated for two design options for the lift station (submersible lift station versus a dry pit/wet pit lift station) and two design options for the parallel force mains (two versus three force mains). A summary of budgetary costs is provided in Table 3 with a low end and high end to account for design unknowns at this preliminary level, in addition to the projected cost escalations if construction takes place one or two years in the future. Detailed cost breakdowns can be found in Appendix G. Permitting fees, construction oversight, and materials testing/inspections have been excluded from these estimates. Lift station costs include both initial and buildout stations; the costs to convert from initial to buildout stations account for approximately 15-25% of the totals in Table 3 depending on how the facilities are phased (excluding inflation due to unknown timing of conversion). Cost estimates will be refined as the design is finalized.



**Table 3: Summary of Budgetary Construction Costs**

| <b>Alternative</b>              | <b>Low End<br/>Cost<br/>Estimate</b> | <b>High End<br/>Cost<br/>Estimate</b> | <b>1-Year Cost<br/>Escalation<br/>Adder</b> | <b>2-Year Cost<br/>Escalation<br/>Adder</b> |
|---------------------------------|--------------------------------------|---------------------------------------|---|---|
| <u>Lift Station</u>             |                                      |                                       |   |   |
| 1) Submersible Lift Station     | \$ 1,427,000                         | \$ 1,823,000                          | \$ 44,700                                   | \$ 33,500                                   |
| 2) Dry Pit/Wet Pit Lift Station | \$ 1,698,000                         | \$ 2,170,000                          | \$ 53,700                                   | \$ 40,200                                   |
| <i>Cost Difference</i>          | <i>\$ 271,000</i>                    | <i>\$ 347,000</i>                     | <i>\$ 9,000</i>                             | <i>\$ 6,700</i>                             |
| <u>Force Main</u>               |                                      |                                       |   |   |
| 1) Three Force Mains 6"+8"+8"   | \$ 1,360,000                         | \$ 1,662,000                          | \$ 44,700                                   | \$ 34,800                                   |
| 2) Two Force Mains, 6"+10"      | \$ 1,021,000                         | \$ 1,247,000                          | \$ 33,500                                   | \$ 26,100                                   |
| <i>Cost Difference</i>          | <i>\$ 339,000</i>                    | <i>\$ 415,000</i>                     | <i>\$ 11,200</i>                            | <i>\$ 8,700</i>                             |

## **6.0 PREFERRED ALTERNATIVES AND PROPOSED FACILITIES**

### **6.1 Preferred Lift Station Alternative**

The preferred lift station alternative selected by City staff is the dry pit/wet pit configuration. This configuration has the benefit of operator familiarity and ease of maintenance and inspections on the pumps in the dry pit. In addition, an exploration of a single wet pit for initial and buildout flow conditions could provide cost savings in the construction of the lift station as described in Section 7.1.

#### **6.1.1 Materials**

The recommended material for the dry pit/wet pit structures is precast concrete with an interior liner system in the wet pit for corrosion protection. The precast structures will need to be custom sized by a precast concrete manufacturer such as Jensen Precast. The access hatches will be a lightweight material, such as fiberglass or aluminum, to facilitate ease of access.

#### **6.1.2 Site Design**

The lift station will be located on an 80-ft x 80-ft easement on the southwest corner of Golden Gate Petroleum's property (APN 001-679-011). The site will be enclosed by a 6-ft high chain link fencing with privacy slats (such as "noodle link plus" pre-installed slats) with 8-ft wide double swing vehicle gates (16-ft wide total) on the north side and a 3-ft man gate adjacent to the vehicle entrance. Site finishes will include aggregate base with site drainage conveyed to the existing detention pond located adjacent to the site. Removable bollards will be provided near the wet pits and pig launching stations. Site lighting will be provided that is manually operated (not photocell).

#### **6.1.3 Electrical and Controls**

Power required for the lift station site is 480 volts, 3 phase, 60 hertz. Primary level controls for the wet pit will include two submersible pressure transmitters rated for sludge, with a secondary (backup) float switch for the high water level alarm. An electromagnetic flow meter will be used for flow monitoring (Siemens Mag Meter, or equal).

All electrical and control panels will be contained within outdoor enclosures. Controls will be integrated into the City's supervisory control and data acquisition (SCADA) system.

A stand-by diesel generator and automatic transfer switch will be provided with a 24-hour fuel supply and sound attenuation enclosure. The generator will be sized for all electrical loads onsite through buildout (including the operation of both duty and standby pumps in parallel).

## **6.2 Preferred Force Main Alternative**

The preferred force main alternative selected by City staff is two parallel force mains (one 6-inch and one 10-inch force main). This design represents cost savings with the installation of fewer force mains while still providing adequate operational capabilities and flexibility.

### **6.2.1 Pipe Material**

The recommended pipeline material for the parallel force mains is HDPE with fused joints to eliminate the potential for leaks.

### **6.2.2 Pressure Class**

The maximum operating pressure anticipated under normal pumping conditions is approximately 50 pounds per square inch (psi) and the recommended test pressure is 75 psi (to be confirmed during final design). The recommended pressure class rating for the force mains is 100 psi (DR 21).

### **6.2.3 Maintenance Considerations**

It is recommended that a pig launching station be included at the lift station site to allow cleaning of each sewer force main via pigging. Pig launching stations allow foam "pigs" to be inserted into the force mains which clean the pipelines by scraping away buildup and debris. The pig is forced through the pipeline by pressurized flow from the lift station pumps or with supplemented flow if necessary. The pig can then be retrieved at the discharge manhole or at a receiving station, if preferred for design. A large variety of foam pigs can be chosen from, depending on the severity of buildup and system configuration. Tracking systems are available to allow operators to track the location and progress of the pig.

Example details of a pig launching station are shown in Appendix F along with data sheets outlining the pigging process and options.

## **7.0 ADDITIONAL CONSIDERATIONS**

### **7.1 Single Wet Pit Option**

The lift station design options outlined in this PER include two separate wet pits for initial and buildout systems. An alternate design with a single oversized wet pit was considered for cost savings and reduced footprint. However, this alternate design has some additional design and construction implications that need to be considered:



- A single wet pit would need to be oversized for the initial pumping scenario resulting in more potential for dead zones within the wet pit where suspended solids could settle or anaerobic conditions could develop. This issue would be reduced with use of a wet pit mixer to stir up solids and limiting the cross sectional area of the wet pit.
- The wet pit would need to be 1 to 2-ft deeper to balance requirements for design and efficiencies between initial and buildout operations meaning slightly higher operational costs (more static pumping head, more pumping energy required).
- Regardless of whether one or two wet pits are installed, the pumps will likely need to be replaced between initial and buildout operations because of the large range in flows that will need to be pumped over time as growth occurs through buildout (to be confirmed during final pump selections).
- With adequate isolation valves in place on suction and discharge piping for each pump, initial pumps could be swapped out with buildout pumps one at a time while the lift station remains active. Bypass pumping could potentially be needed during shutdowns for electrical connections and any modifications needed for piping. Bypass pumping could cost approximately \$50,000/week, but would likely be less than a week duration.
- Suction pipe from the wet pit to the dry pit would need to be oversized for future pumps with an eccentric reducer to accommodate initial smaller pumps. Discharge pipe from each pump would need to be oversized for future pumps, similar to suction piping.
- Level control settings for pumps on/off would need to be adjusted as flows increase to accommodate additional operational storage depth required to limit pump starts.

Preliminary calculations for a single rectangular wet pit including wet pit sizing, detention time, and available emergency storage are included in Appendices B-3, C-3, and D-3, respectively. As shown in Appendix C-3, the minimum influent flow required to meet a wet pit filling time of 30 minutes is 27 gpm for the initial operational settings and 101 gpm for the buildout operational settings. As shown in Appendix D-3, the single wet pit structure would provide an emergency capacity of 150 minutes at a flow of 400 gpm and 40 minutes at the buildout peak flow of 1,500 gpm.

The preliminary wet pit design is a 72-inch x 144-inch (6-ft x 12-ft) rectangular structure and the preliminary dry pit design is a 120-inch x 168-inch (10-ft x 14-ft) rectangular structure, both with a depth of approximately 21-ft. A preliminary site layout and section view of the dry pit/wet pit configuration with a single wet pit can be found in Appendix E (Figures 5 and 6).

Total cost savings associated with a single wet pit structure as opposed to two wet pit structures (as identified in Table 3, Lift Station Alternative 2) is approximately \$75,000 for a total budgetary cost range of \$1.62 to \$2.10 million for the lift station (low end/high end estimates).

Based on follow-up communications with City staff, the single wet pit option is preferred and will be included in the lift station design.

## **7.2 Flow Triggers**

It is recommended that the lift station be designed with initial and buildout pumping systems to allow flexibility and efficiency in design and operations. Prior to reaching the flow trigger for the buildout station (400-600 gpm depending on final pump selections), measured flows can be compared to the assumed sewer generation factors to refine the design before selecting and installing the buildout pumps.

### **7.3 Construction Challenges**

Converting the dry pit/wet pit style lift station from initial to buildout during a future construction phase would include removal of the initial pumps and appurtenances, reconfiguration of pump pedestals and inlet/outlet connections, installation of the buildout pumps and appurtenances, and electrical connections. Bypass pumping could potentially be needed during shutdowns for electrical connections and any modifications needed for piping. Bypass pumping during this downtime could cost approximately \$50,000/week, but would likely be less than a week in duration.

It is anticipated that groundwater will be encountered during construction as will be confirmed with the results of the geotechnical investigation. If groundwater is expected, the contractor will be required to provide a dewatering plan to be reviewed and approved by the project engineer.

### **7.4 Initial Operations**

During early development stages, the lift station may experience very low flows, depending on the City-determined flow trigger for putting the lift station into service. Two possible options for handling these low flows are to supplement wastewater with potable water to achieve flows within desired operational ranges or to use a pump truck to periodically remove wastewater from the wet pit and haul off-site.

## **8.0 SUMMARY**

The proposed Exit 298 Lift Station and Force Main Project will ultimately serve up to 1,319 acres of light industrial/commercial and residential developments with an estimated buildout peak flow of 1,500 gpm. The recommended design includes parallel force mains and phased pumping systems to optimize efficiencies and operational flexibilities in accommodating flows through buildout of the Exit 298 sewer service area.

This PER includes evaluation of two design options for the lift station (submersible lift station versus a dry pit/wet pit lift station) and two design options for the parallel force mains (two versus three parallel force mains). The City has selected the dry pit/wet pit lift station configuration with two parallel force mains (6-inch and 10-inch) as the preferred alternative. A single wet pit structure will be used to accommodate both initial and buildout flows with an ultimate capacity of 1,500 gpm. The proposed force main alignment is on the south side of SR-535 with a total length of approximately 11,550-ft.

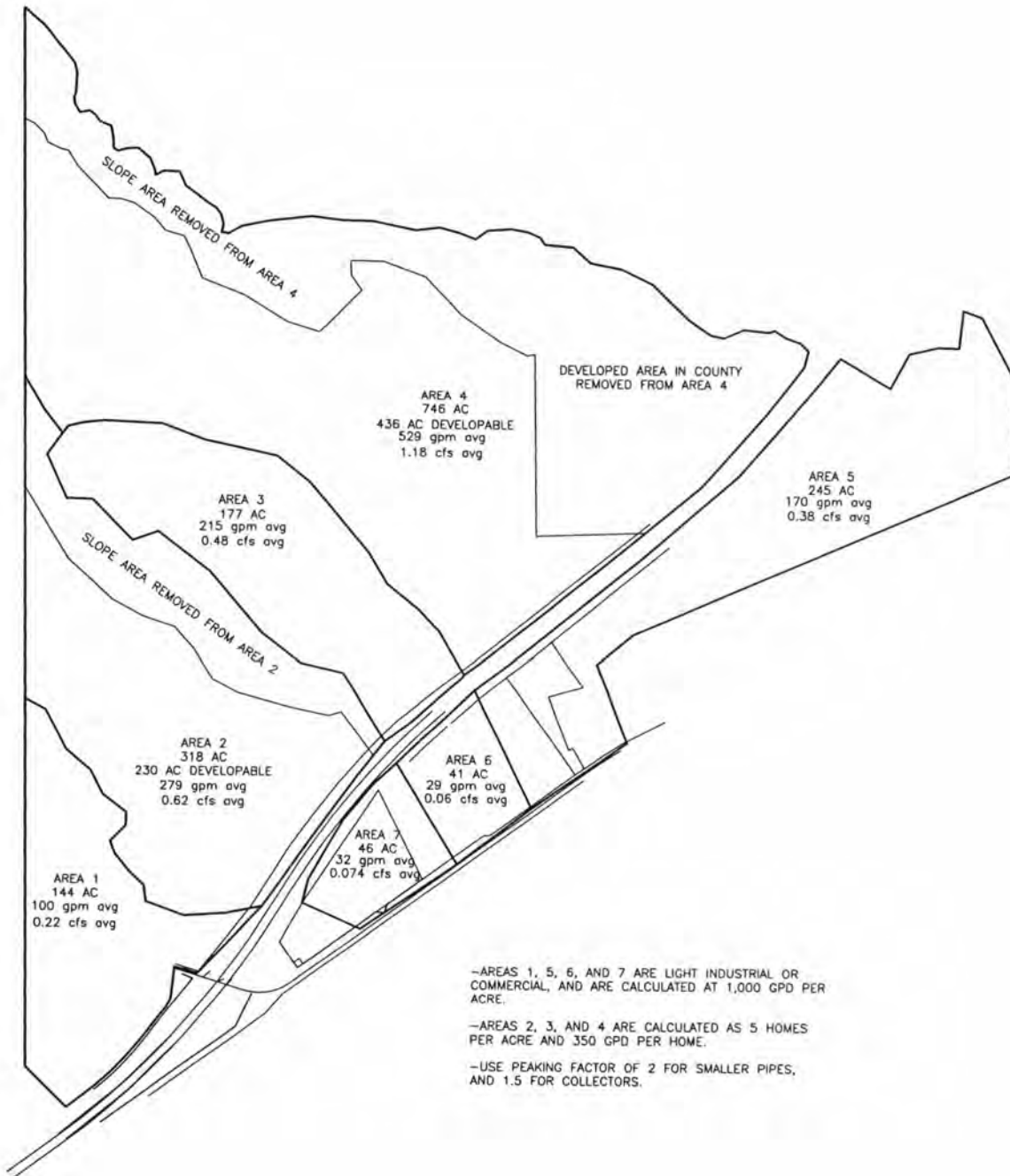
Low-end and high-end budgetary construction costs are estimated at \$1.62 to \$2.10 million for the lift station and \$1.02 to \$1.25 million for the parallel force mains for a total project cost range of \$2.64 to \$3.35 million excluding inflation.

## **9.0 REFERENCES**

- [1] Crites and Tchobanoglous, *Small and Decentralized Wastewater Management Systems*, The McGraw-Hill Companies, Inc., 1998.
- [2] The City of Elko Nevada 2011 Master Plan Update, prepared by CRSA, 2011.  
<[http://www.elkocity.com/government/master\\_plan/index.php](http://www.elkocity.com/government/master_plan/index.php)>
- [3] Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, Recommended Standards for Wastewater Facilities (10 States Standards), Health Research, Inc., 2014.

## **Appendix A**

### **Elko Sewer Flow Study**





### Summary of City of Elko Sewer Flow Study

| Sewer Service Areas |                             |              | Buildout Sewer Flows    |                |                 |
|---------------------|-----------------------------|--------------|-------------------------|----------------|-----------------|
| Area ID             | Zoning                      | Area [acres] | Sewer Generation Factor | Avg Flow [gpm] | Peak Flow [gpm] |
| 1                   | Light Industrial/Commercial | 144          | 1,000 gpd/ac            | 100            | 150             |
| 2                   | Residential                 | 230          | 1,750 gpd/ac            | 280            | 420             |
| 3                   | Residential                 | 177          | 1,750 gpd/ac            | 215            | 323             |
| 4                   | Residential                 | 436          | 1,750 gpd/ac            | 530            | 795             |
| 5                   | Light Industrial/Commercial | 245          | 1,000 gpd/ac            | 170            | 255             |
| 6                   | Light Industrial/Commercial | 41           | 1,000 gpd/ac            | 28             | 42              |
| 7                   | Light Industrial/Commercial | 46           | 1,000 gpd/ac            | 32             | 48              |
| <b>Totals</b>       |                             | <b>1,319</b> | <b>-</b>                | <b>1,355</b>   | <b>2,033</b>    |

Generation Factors

|                              |                 |
|------------------------------|-----------------|
| Light Industrial/Commercial  | 1,000 gpd/acre  |
| Residential Land Use Density | 5.0 homes/acres |
| Residential Factor           | 350 gpd/home    |
|                              | 1,750 gpd/acre  |

Peaking Factors

|               |     |
|---------------|-----|
| Smaller pipes | 2.0 |
| Collectors    | 1.5 |

## **Appendix B**

### **Preliminary Wet Well Sizing**

**APPENDIX B-1**  
**Elko Exit 298 Lift Station**  
**Initial Wet Well Sizing**

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|   |              |                           |      |
|---|--------------|---------------------------|------|
| <u>Inflow to Lift Station</u>                 |              | <u>Wet Well Size</u>      |      |
| Qin, gpm                                      | 400          | Diameter, ft              | 7    |
|   |              | Cross Section Area, sq ft | 38.5 |
| <u>Discharge Rate (Pump Capacity)</u>         |              |                           |      |
| Qout = Qin, gpm                               | 400          |                           |      |
| <u>Minimum Cycle Time between Pump Starts</u> |              |                           |      |
| Tmin, minutes                                 | 6            | Starts per hour =         | 10   |
| <u>Min Storage Volume Required, Pumps Off</u> |              |                           |      |
| Vmin = Tmin*Qout/4, gallons                   | 600          |                           |      |
| <u>Min Pump Submergence (Estimated)</u>       |              |                           |      |
| S, ft   | 2.5          |                           |      |
| <u>Minimum Storage Depth</u>                  |              |                           |      |
| Hmin = Vmin/A, ft                             | 2.1          |                           |      |
| <u>Wet Well Depth</u>                         |              |                           |      |
| Ground Elevation @ Lift Station, ft           | 5039.00      |                           |      |
| Top of Basin Elevation, ft                    | 5039.25      |                           |      |
| Lowest Pipe Invert, ft                        | 5027.90      |                           |      |
| High Level Alarm, ft                          | 5027.90      |                           |      |
| Reserve Depth, ft                             | 0.5          |                           |      |
| Lag Pump On, ft                               | 5027.40      |                           |      |
| Lag Storage Depth, ft                         | 0.5          |                           |      |
| Lead Pump On, ft                              | 5026.90      |                           |      |
| Minimum Storage Depth, ft                     | 2.1          |                           |      |
| Pump Off, ft                                  | 5024.80      |                           |      |
| Sump Depth, ft                                | 2.5          |                           |      |
| Base of Wet Well, ft                          | 5022.30      |                           |      |
| <b>Total Depth Wet Well, ft</b>               | <b>17.0</b>  |                           |      |
| <b>Total Depth Wet Well, in</b>               | <b>203.4</b> |                           |      |

6/5/2019

**APPENDIX B-2**  
**Elko Exit 298 Lift Station**  
**Buildout Wet Well Sizing**

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|   |              |                           |      |
|---|--------------|---------------------------|------|
| <u>Inflow to Lift Station</u>                                     |              | <u>Wet Well Size</u>      |      |
| Q <sub>in</sub> , gpm   | 1,500        | Diameter, ft              | 9    |
|   |              | Cross Section Area, sq ft | 63.6 |
| <u>Discharge Rate (Pump Capacity)</u>                             |              |                           |      |
| Q <sub>out</sub> = Q <sub>in</sub> , gpm                          | 1,500        |                           |      |
| <u>Minimum Cycle Time between Pump Starts</u>                     |              |                           |      |
| T <sub>min</sub> , minutes  | 6            | Starts per hour =         | 10   |
| <u>Min Storage Volume Required, Pumps Off</u>                     |              |                           |      |
| V <sub>min</sub> = T <sub>min</sub> *Q <sub>out</sub> /4, gallons | 2,250        |                           |      |
| <u>Min Pump Submergence (Estimated)</u>                           |              |                           |      |
| S, ft   | 2.5          |                           |      |
| <u>Minimum Storage Depth</u>                                      |              |                           |      |
| H <sub>min</sub> = V <sub>min</sub> /A, ft                        | 4.7          |                           |      |
| <u>Wet Well Depth</u>   |              |                           |      |
| Ground Elevation @ Lift Station, ft                               | 5039.00      |                           |      |
| Top of Basin Elevation, ft  | 5039.25      |                           |      |
| Lowest Pipe Invert, ft  | 5027.75      |                           |      |
| High Level Alarm, ft  | 5027.75      |                           |      |
| Reserve Depth, ft   | 0.5          |                           |      |
| Lag Pump On, ft   | 5027.25      |                           |      |
| Lag Storage Depth, ft   | 0.5          |                           |      |
| Lead Pump On, ft  | 5026.75      |                           |      |
| Minimum Storage Depth, ft   | 4.7          |                           |      |
| Pump Off, ft  | 5022.05      |                           |      |
| Sump Depth, ft  | 2.5          |                           |      |
| Base of Wet Well, ft  | 5019.55      |                           |      |
| <b>Total Depth Wet Well, ft</b>                                   | <b>19.7</b>  |                           |      |
| <b>Total Depth Wet Well, in</b>                                   | <b>236.4</b> |                           |      |

6/5/2019

**APPENDIX B-3**  
**Elko Exit 298 Lift Station**  
**Combined Wet Well Sizing**

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|   |                              |                           |     |
|---|------------------------------|---------------------------|-----|
| <u>Inflow to Lift Station</u>                                     |                              | <u>Wet Well Size</u>      |     |
| Q <sub>in</sub> , gpm (initial)                                   | 400                          | Length, ft                | 12  |
| Q <sub>in</sub> , gpm (buildout)                                  | 1500                         | Width, ft                 | 6   |
|   |                              | Cross Section Area, sq ft | 72  |
| <u>Discharge Rate (Pump Capacity)</u>                             |                              |                           |     |
| Q <sub>out</sub> = Q <sub>in</sub> , gpm (initial)                | 400                          |                           |     |
| Q <sub>out</sub> = Q <sub>in</sub> , gpm (buildout)               | 1500                         |                           |     |
| <u>Minimum Cycle Time between Pump Starts</u>                     |                              | Starts per hour =         | 7.5 |
| T <sub>min</sub> , minutes  | 8                            |                           |     |
|   | <b>Initial</b>               | <b>Buildout</b>           |     |
| <u>Min Storage Volume Required, Pumps Off</u>                     |                              |                           |     |
| V <sub>min</sub> = T <sub>min</sub> *Q <sub>out</sub> /4, gallons | 800                          | 3000                      |     |
| <u>Min Pump Inlet Submergence for Anti-Vortexing</u>              |                              |                           |     |
| $S = D + (0.574 \times Q)/D^{1.5}$                                |                              |                           |     |
| (Hydraulic Institute H.I. Standard 9.8.6.3)                       |                              |                           |     |
| Inlet Diameter, D, in   | 11 (flared end for 6" inlet) |                           |     |
| Maximum Flow per Pump, Q <sub>pump</sub> , gpm =                  | 1270                         |                           |     |
| Anti-Vortex Submergence, S, ft =                                  | 2.8                          |                           |     |
| <u>Minimum Storage Depth</u>                                      |                              |                           |     |
| H <sub>min</sub> = V <sub>min</sub> /A, ft                        | 1.5                          | 5.6                       |     |
| <u>Wet Well Depth</u>   |                              |                           |     |
| Ground Elevation @ Lift Station, ft                               | 5039.00                      | 5039.00                   |     |
| Top of Basin Elevation, ft  | 5039.25                      | 5039.25                   |     |
| Lowest Pipe Invert, ft  | 5027.90                      | 5027.90                   |     |
| High Level Alarm, ft  | 5027.90                      | 5027.90                   |     |
| Reserve Depth, ft   | 0.5                          | 0.5                       |     |
| Lag Pump On, ft   | 5027.40                      | 5027.40                   |     |
| Lag Storage Depth, ft   | 0.5                          | 0.5                       |     |
| Lead Pump On, ft  | 5026.90                      | 5026.90                   |     |
| Minimum Storage Depth, ft   | 1.5                          | 5.6                       |     |
| Pump Off, ft  | 5025.40                      | 5021.30                   |     |
| Sump Depth, ft  | 2.8                          | 2.8                       |     |
| Base of Wet Well, ft  | 5022.60                      | 5018.50                   |     |
| <b>Total Depth Wet Well, ft</b>                                   | <b>16.7</b>                  | <b>20.8</b>               |     |

6/5/2019



## **Appendix C**

### **Odor Control Analysis**

**APPENDIX C-1**  
**Elko Exit 298 Lift Station**  
**Initial Lift Station Detention Time - Submersible Configuration**

---

**Flows**

|                      |         |
|----------------------|---------|
| Startup Peak Flow    | 200 gpm |
| Final Peak Flow      | 500 gpm |
| Startup Average Flow | 133 gpm |
| Final Average Flow   | 333 gpm |

**Force Main**

|   |                       |
|---|-----------------------|
| No. and Size  | (1) 6"                |
| Diameter - 6" DR25 C900                               | 6.31 in               |
| Area  | 0.217 ft <sup>2</sup> |
| Length  | 11,550 ft             |
| Startup Detention Time - 6"                           | 93.8 min<br>1.6 hr    |
| Final Detention Time - 6"                             | 37.5 min<br>0.6 hr    |
| Minimum peak flow to meet 2hr detention time - (1) 6" | 156 gpm               |

**Wet Well**

|  |         |
|--|---------|
| Initial Fill Rate  | 50 gpm  |
| Operational Storage Volume                                   | 600 gal |
| Time to fill wet well (initial flow)                         | 12 min  |
| Time to fill wet well (largest flow)                         | 1.8 min |
| vs   |         |
| Max allowable time to fill wet well<br>(10 States Standards) | 30 min  |
| Min ADF to meet 10 States Standards                          | 20 gpm  |

**APPENDIX C-2**  
**Elko Exit 298 Lift Station**  
**Buildout Lift Station Detention Time - Submersible Configuration**

---

**Flows**

|                       |           |
|-----------------------|-----------|
| Startup Peak Flow     | 500 gpm   |
| Buildout Peak Flow    | 1,500 gpm |
| Startup Average Flow  | 333 gpm   |
| Buildout Average Flow | 1,000 gpm |

**Force Main**

|  |  |
|--|--|
| No. and Size   | (1) 6" + (1) 10" or<br>(1) 6" + (2) 8" |
| Diameter - 6" DR25 C900                                    | 6.31 in                                |
| Area   | 0.217 ft <sup>2</sup>                  |
| Diameter - 8" DR25 C900                                    | 8.28 in                                |
| Area   | 0.374 ft <sup>2</sup>                  |
| Diameter - 10" DR25 C900                                   | 10.16 in                               |
| Area   | 0.563 ft <sup>2</sup>                  |
| Length   | 11,550 ft                              |
| Startup Detention Time - 10"                               | 97.3 min<br>1.6 hr                     |
| Startup Detention Time - 8"                                | 64.6 min<br>1.1 hr                     |
| Final Detention Time - 6" + 10"                            | 44.9 min<br>0.7 hr                     |
| Final Detention Time - 6" + (2) 8"                         | 55.6 min<br>0.9 hr                     |
| Minimum peak flow to meet 2hr detention time - 10"         | 405 gpm                                |
| Minimum peak flow to meet 2hr detention time - 6" + 10"    | 562 gpm                                |
| Minimum peak flow to meet 2hr detention time - 6" + 8"     | 426 gpm                                |
| Minimum peak flow to meet 2hr detention time - 6" + (2) 8" | 695 gpm                                |

**Wet Well**

|  |           |
|--|-----------|
| Operational Storage Volume                                   | 2,250 gal |
| Time to fill wet well (initial flow)                         | 6.8 min   |
| Time to fill wet well (largest flow)                         | 2.3 min   |
| vs   |           |
| Max allowable time to fill wet well<br>(10 States Standards) | 30 min    |
| Min ADF to meet 10 States Standards                          | 75 gpm    |

**APPENDIX C-3**  
**Elko Exit 298 Lift Station**  
**Combined Lift Station Detention Time - Dry Pit/Wet Pit Configuration**

---

**Flows**

|                       |           |
|-----------------------|-----------|
| Startup Peak Flow     | 200 gpm   |
| Buildout Peak Flow    | 1500 gpm  |
| Startup Average Flow  | 133 gpm   |
| Buildout Average Flow | 1,000 gpm |

**Force Main**

|   |                       |
|---|-----------------------|
| No. and Size  | (1) 6" + (1) 10"      |
| Diameter - 6" DR25 C900                                 | 6.31 in               |
| Area  | 0.217 ft <sup>2</sup> |
| Diameter - 10" DR25 C900                                | 10.16 in              |
| Area  | 0.563 ft <sup>2</sup> |
| Length  | 11,550 ft             |
| Startup Detention Time - 6"                             | 93.8 min<br>1.6 hr    |
| Final Detention Time - 6" + 10"                         | 44.9 min<br>0.7 hr    |
| Minimum peak flow to meet 2hr detention time - 10"      | 405 gpm               |
| Minimum peak flow to meet 2hr detention time - 6" + 10" | 562 gpm               |

**Wet Well**

|  |           |
|--|-----------|
| Initial Operational Storage Volume                           | 808 gal   |
| Buildout Operational Storage Volume                          | 3,016 gal |
| Time to fill wet well (startup flow)                         | 6.1 min   |
| Time to fill wet well (buildout flow)                        | 3.0 min   |
| vs   |           |
| Max allowable time to fill wet well<br>(10 States Standards) | 30 min    |
| Min ADF to meet 10 States Standards - Initial Configuration  | 27 gpm    |
| Min ADF to meet 10 States Standards - Buildout Configuration | 101 gpm   |

## **Appendix D**

### **Emergency Storage Volume**



## APPENDIX D-1

### Elko Exit 298 Lift Station

#### Initial Lift Station Emergency Storage - Submersible Configuration

##### **Wet Well**

|                |                                   |
|----------------|-----------------------------------|
| Inner Diameter | 7.0 ft                            |
| Area           | 38.5 ft <sup>2</sup>              |
| Storage Depth  | 8.25 ft (using 3-ft of freeboard) |
| Storage Volume | 317 ft <sup>3</sup>               |
|                | 2,375 gal                         |

##### **Upstream Gravity Mains**

| Size          | Inner Diameter | Length | Area            | Storage Volume  |          |
|---------------|----------------|--------|-----------------|-----------------|----------|
|               | in             | ft     | ft <sup>2</sup> | ft <sup>3</sup> | gal      |
| 24" SDR35 PVC | 23.3           | 60     | 2.96            | 177.7           | 1,329.4  |
| 12" SDR35 PVC | 11.7           | 1,540  | 0.75            | 1,157.7         | 8,660.5  |
| 21" SDR35 PVC | 20.7           | 2,350  | 2.34            | 5,499.0         | 41,137.8 |
| <b>Total</b>  |                |        |                 | 51,127.7        |          |

##### **Upstream Manholes**

| Manhole          | Inner Diameter | Storage Depth | Area            | Storage Volume  |         |
|------------------|----------------|---------------|-----------------|-----------------|---------|
|                  | ft             | ft            | ft <sup>2</sup> | ft <sup>3</sup> | gal     |
| Approach Manhole | 5.0            | 11.1          | 19.6            | 217.9           | 1,630.5 |
| West             | 4.0            | 18.5          | 12.6            | 232.9           | 1,742.0 |
| East             | 4.0            | 13.3          | 12.6            | 167.5           | 1,253.1 |
| <b>Total</b>     |                |               |                 | 4,625.6         |         |

**Total Volume**                      **58,129 gal**

Max Flow                              400 gpm  
Storage Time                          145 min

## APPENDIX D-2

### Elko Exit 298 Lift Station

#### Buildout Lift Station Emergency Storage - Submersible Configuration

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Wet Well</b> |                                   |
| Inner Diameter  | 9.0 ft                            |
| Area            | 63.6 ft <sup>2</sup>              |
| Storage Depth   | 8.25 ft (using 3-ft of freeboard) |
| Storage Volume  | 525 ft <sup>3</sup>               |
|                 | 3,926 gal                         |

*Initial Volume* 58,129 gal

**Total Volume** 62,055 gal

Max Flow 1,500 gpm

Storage Time 41 min

**APPENDIX D-3****Elko Exit 298 Lift Station****Combined Lift Station Emergency Storage - Dry Pit/Wet Pit Configuration**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Wet Well</b> |                                   |
| Inner Width     | 6 ft                              |
| Inner Length    | 12 ft                             |
| Area            | 72 ft <sup>2</sup>                |
| Storage Depth   | 8.25 ft (using 3-ft of freeboard) |
| Storage Volume  | 594 ft <sup>3</sup>               |
|                 | 4,444 gal                         |

| <b>Upstream Gravity Mains</b> |                |        |                 |                 |          |
|-------------------------------|----------------|--------|-----------------|-----------------|----------|
| Size                          | Inner Diameter | Length | Area            | Storage Volume  |          |
|                               | in             | ft     | ft <sup>2</sup> | ft <sup>3</sup> | gal      |
| 24" SDR35 PVC                 | 23.3           | 60     | 2.96            | 177.7           | 1,329.4  |
| 12" SDR35 PVC                 | 11.7           | 1,540  | 0.75            | 1,157.7         | 8,660.5  |
| 21" SDR35 PVC                 | 20.7           | 2,350  | 2.34            | 5,499.0         | 41,137.8 |
|                               |                |        | <b>Total</b>    |                 | 51,127.7 |

| <b>Upstream Manholes</b> |                |               |                 |                 |         |
|--------------------------|----------------|---------------|-----------------|-----------------|---------|
| Manhole                  | Inner Diameter | Storage Depth | Area            | Storage Volume  |         |
|                          | ft             | ft            | ft <sup>2</sup> | ft <sup>3</sup> | gal     |
| Approach Manhole         | 5.0            | 11.1          | 19.6            | 217.9           | 1,630.5 |
| West                     | 4.0            | 18.5          | 12.6            | 232.9           | 1,742.0 |
| East                     | 4.0            | 13.3          | 12.6            | 167.5           | 1,253.1 |
|                          |                |               | <b>Total</b>    |                 | 4,625.6 |

**Total Volume**                      **60,197 gal**

Startup Flow                      200 gpm  
Storage Time                      301 min

Initial Max Flow                      400 gpm  
Storage Time                      150 min

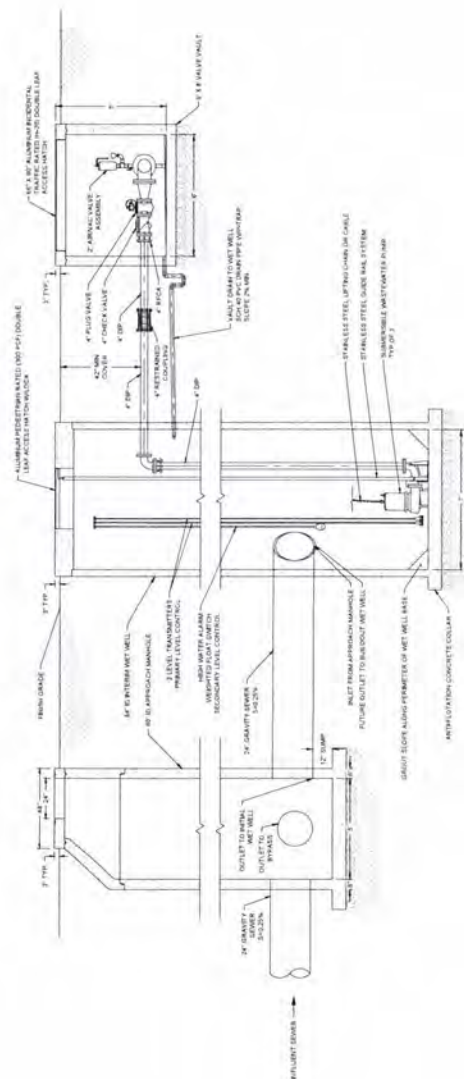
Buildout Flow                      1500 gpm  
Storage Time                      40 min

## **Appendix E**

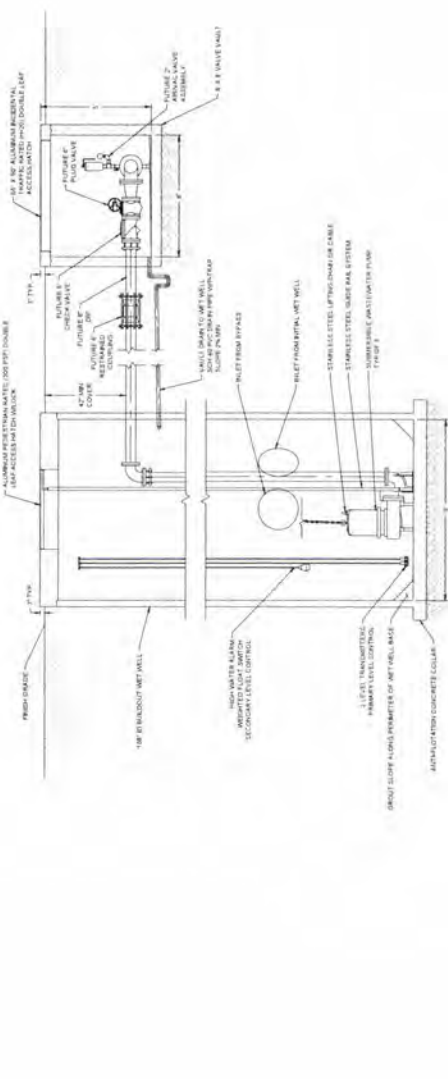
### **Conceptual Site Plans and Sections**



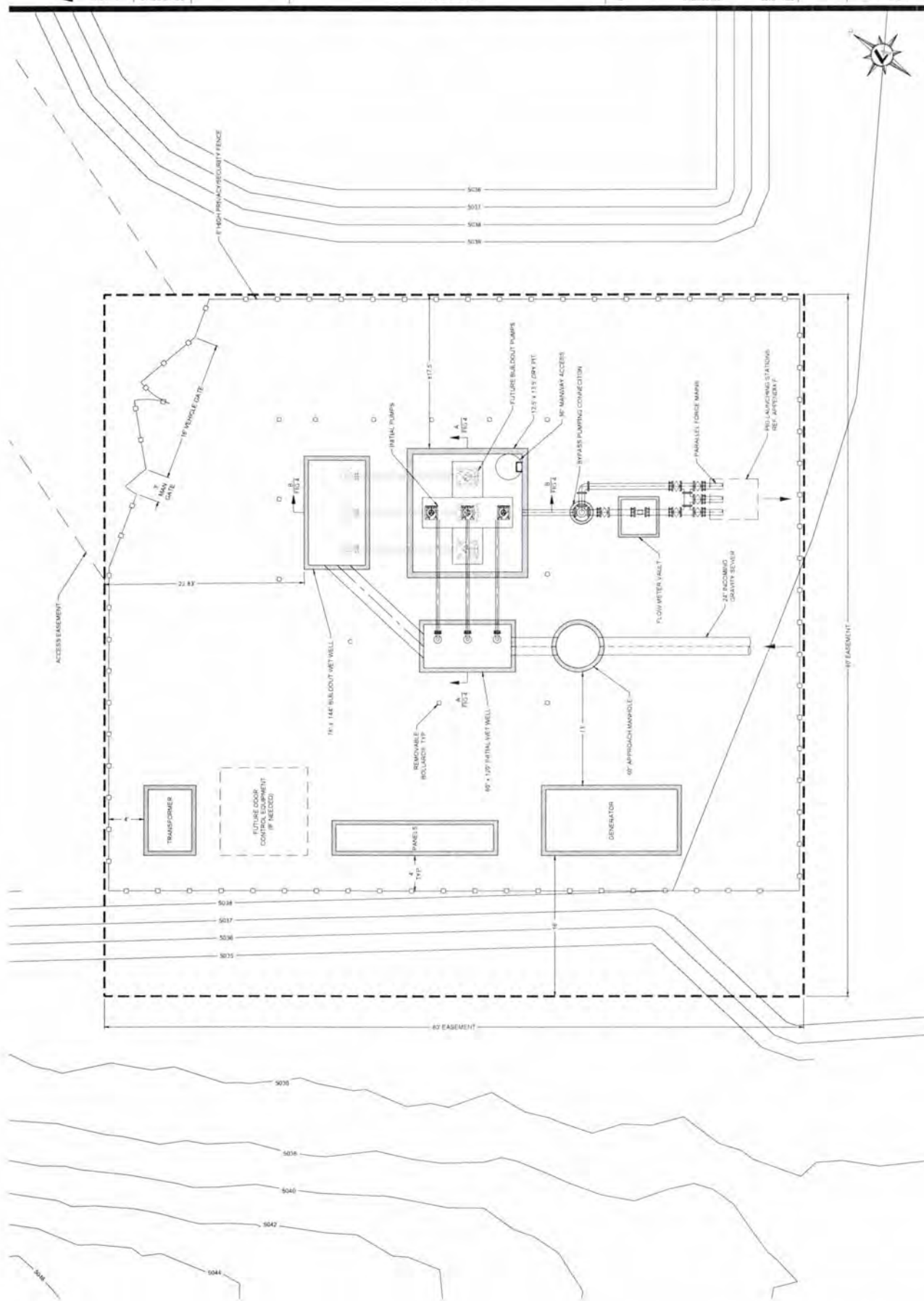




SECTION A-A: INITIAL LIFT STATION  
 NOT TO SCALE

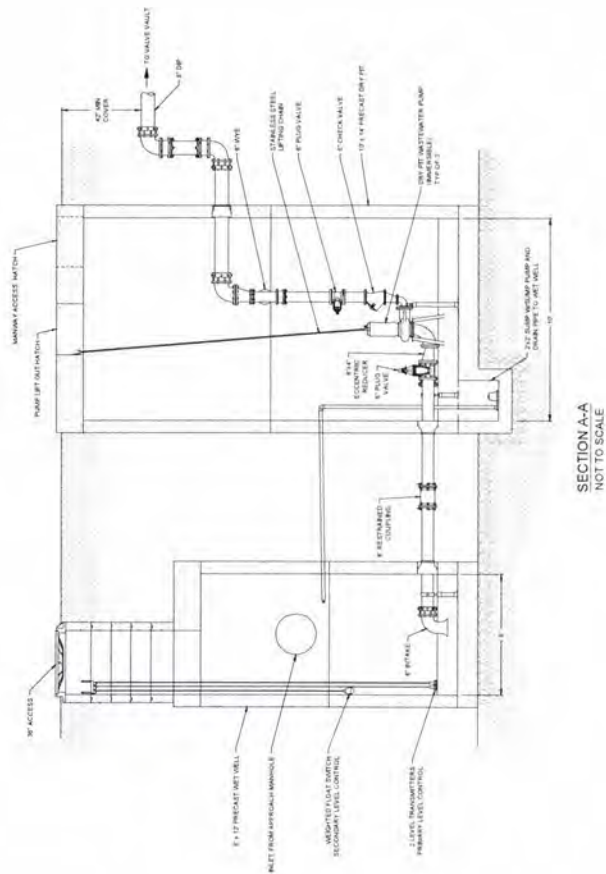


SECTION B-B: BUILDOUT LIFT STATION  
 NOT TO SCALE









SECTION A-A  
 NOT TO SCALE



## **Appendix F**

### **Pig Launcher Details and Data**



## PIG TRAPS-LAUNCHER-RECEIVER

Pipeline Inspection Gauges or Pigs are tools used in the pipeline industry to perform pipeline internal cleaning, inspection, coating or separating batches of different fluids. Pigs are inserted into pipeline and moved through it, by the pressure of the product flow in the pipeline itself.

The term Pigging refers to the use Pigs in the pipeline to perform maintenance operation. Pig Launchers and Receivers are used to facilitate the pigging of the pipeline.

The Pig Traps are designed for the use of mechanical and intelligent Pig and/or cleansing or impulse spheres.



The Pig Launcher is located upstream end of the pipeline and it is used to launch the pig into the pipeline, then a Pig Receiver is located downstream end of the pipeline to receive and remove the pig from the pipeline.

### PIG TRAPS LAUNCHER-RECEIVER BULLETIN CONTENTS

|  | PAG |
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### 1 PIG TRAP DESIGN

The Pig Trap design will depend on the field conditions; location; pipeline design codes, material, diameter, length; as well as fluid conditions and the specific pigging system requirements.

All Pig Trap Launchers and Receivers have quick opening-closures, which guarantee fast opening and closing operation time even in wide diameters, allowing to be operated by one person without using special tools.



Controval has the capability to custom design pig launcher/receiver to work with most fluid conditions and field requirements.

## 2 PIG TRAP COMPONENTS

The pig traps main components are:

- Barrel Closure (1)
- Local drain (2)
- Gas vent (3)
- Pressure relief (4)
- Kicker line (5)
- Pressure gauge connection (6)
- Pig launcher-Receiver Balancing Line (7)
- Pig-sig (8)
- Pig launcher-Receiver discharge (9)



## 3 PIG TRAP CONSIDERATIONS

The design of a Pig Launcher / Receiver unit must consider the specific application to handle. To perform a suitable selection and arrangement of the devices involved it is required to identify the following parameters:

### 3.1 Pipeline Design Characteristics:

Design codes, rating, diameter, material of construction, length

### 3.2 Fluid:

Fluid name, flow rate, properties

### 3.3 Process Data:

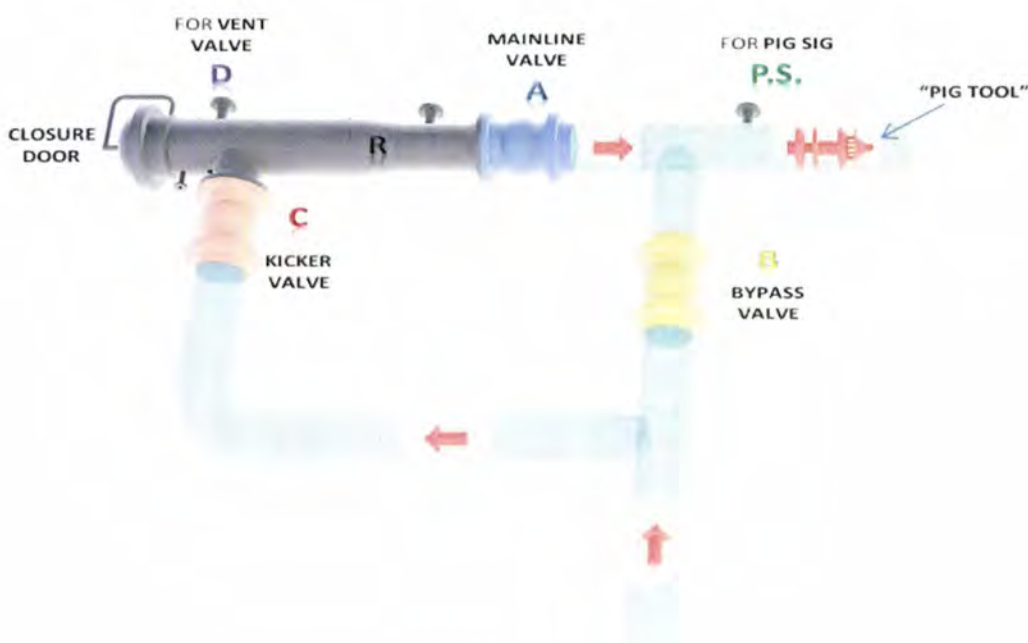
Pressure and Temperature ranges of the fluid.

## 4 OPERATION SEQUENCE

### 4.1 For Launchers

Initial condition:

The trap is pressurized and completely loaded of gas. Mainline valve **A**, bypass valve **B** and kicker valve **C** are open. Vent valve **D** is closed.



SCHEMATIC VIEW - LAUNCHING EXPLANATION

- I. Close mainline trap valve **A** and kicker valve **C**.
- II. Open vent valve **D** to vent the launch trap to atmospheric pressure.
- III. When the trap is completely vented (zero manometric) with vent valve **D** still opened, open the closure door and insert the "PIG tool", adjusting itself into reduction (**R**) previous to **A** valve with the first cup of the tool.
- IV. Close and secure the closure door. Purge the air from the trap through vent valve **D** by slowly opening kicker valve **C**. When the purge is done, close vent valve **D** to allow pressure equalization between trap and pipeline, then close kicker valve **C**.
- V. Open mainline valve **A**, then kicker valve **C**. The "PIG tool" is ready to be launched.
- VI. Close partially bypass valve **B**. This will increase the gas flowrate through kicker valve **C** and behind the "PIG tool". Continue closing **B** valve until the tool goes out of the trap inserting itself into the pipe current indicated by the "**PIG-SIG**" passage indicator.
- VII. When the "PIG tool" is launched from the trap and comes into the mainline, open bypass valve **B** completely.





[Solutions / Pipeline Pigging \(/solutions/pipeline-pigging\) /](/solutions/pipeline-pigging/)

[Pig Tracking and Transmitters \(/solutions/pipeline-pigging/pig-tracking-and-transmitters\)](/solutions/pipeline-pigging/pig-tracking-and-transmitters/)

Pig tracking equipment enables operators to **detect the exact location of pigs** as they travel through the pipeline. By utilizing this technology, pipeline operators or service crews can **respond rapidly to stalled pigs**, which may pose an operational risk to the pipeline. In addition, operators can track the presence of the pig from the beginning to the end of the run, recording any unexpected speed excursions or periods of stalling in the system.

Pig tracking is considered good practice, particularly when there's a concern about a pig becoming stalled or stuck in the pipeline, such as during commissioning of a newly constructed system, or when working on a line that has been infrequently or never pigged.

TDW offers SmartTrack™ technology specifically designed (</solutions/pipeline-pigging/pig-tracking-and-transmitters/smarttrack>) to meet offshore pig tracking needs.

Both the TracMaster™ Pro and TracMaster™ Lite (<http://www.tdwilliamson.com/solutions/pipeline-pigging/pig-tracking-and-transmitters/tracmaster>) (<http://www.tdwilliamson.com/solutions/pipeline-pigging/pig-tracking-and-transmitters/tracmaster%20>) can identify and track multiple pigs simultaneously in the same onshore pipeline.

**Best used for:** continuous monitoring and display of the passage of cleaning and inspection pigs, both onshore and offshore

#### **Key features:**

- Enables through-wall communication capabilities.
- Detects, reports, and stores highly accurate details about pig passage locations.
- Information is available immediately via a real-time display.
- Locates a lost or stuck pig equipped with a transmitter.



# Pigs Unlimited International, Inc.

## How to Remove "Stuck" Pigs

There are two types of "stuck" pigs that an operator will encounter when pigging. Once it is understood why a pig becomes "stuck", it is easier to avoid the problem rather than having to overcome it. Hopefully, the following will give an explanation of the reasons pigs become "stuck" and some helpful procedures for recovering these pigs, besides having to dig up the line being pigged.

The first type of "stuck" pig is when a pig loses seal. This can happen for a number of reasons, such as, excessive wear due to too long of a pig run, dual-diameter applications or abrasive conditions in the line, and torn pigs due to partially closed valves or other destructive debris. In this case, the pig has lost its seal and is allowing the propelling medium to bypass the pig instead of propelling it. Once encountered, the following options may recover the "stuck" pig:

- A. **Increase pigging volume:** By increasing the volume of propelling medium, the amount not being bypassed may be enough to propel the pig.
- B. **Remove pressure and volume (Allowing the pig to recover):** The materials of which most pipeline pigs are made have memory to their shape. By allowing some time (approximately 15 minutes) for the pig to rest, it may regain its original shape after encountering a partially closed valve for example.
- C. **Run a line-size swab:** Running a swab (2 pound density foam) in a line where a pig has lost seal will re-establish the lost seal by the first pig. The swab will try to bypass the pig as the propelling medium is doing, but instead will seal off this area of bypass, and the propelling medium will once again start to push the "stuck" pig.
- D. **Reverse flow direction:** By reversing the flow of the propelling medium, we can have the pig retreat a few feet and then reapply pressure behind the pig to try to send through pipe. Unless needed, it is not necessary to send pig back to launcher. Note: This will not work for unidirectional pigs (cup pigs and the like).

The second type of "stuck" pig is the pig that has encountered obstructions that it cannot negotiate. This will include excessive debris build-up in front of the pig, partially closed valves, and various obstructions, such as, lunch boxes, tools, etc. For removing this type, the following options may prove helpful:

- A. **Increase pigging pressure:** The increased pressure equates to increased force, which may be enough to allow the pig to push the obstruction.
- B. **Increase / decrease pigging pressure (Alternating fashion):** By increasing and decreasing the pressure in a quick on-and-off fashion, may give it the proverbial "kick in the rear" to help the pig to negotiate the obstruction. This option works very well in smaller internal diameter fittings and valves, as well as, tight-bend ells.
- C. **Remove pressure and volume (Allowing the pig to recover):** As with the lost-seal type, this procedure is useful for the same reasons, allowing the pig to recover its shape after encountering an obstruction.
- D. **Reverse flow direction:** Reversing flow direction is very effective for removing this type of "stuck" pig. In most cases, the pig cannot negotiate or push the obstruction and reversing the flow allows the pig to be retrieved from the line. Note: This will not work for unidirectional pigs (cup pigs and the like).

The above procedures are guidelines for helping in the aid of a "stuck" pig and should not be considered absolute. It is best to counsel with someone who is familiar with pigs and pigging in order to best ascertain the best and proper procedure for removing a "stuck" pig.

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

# Foam Pig Selection Guide



## **LB - Light Density Bare Swab**

Description: 2-pound-per-cubic-foot density foam cylinder with 90 Shore A durometer urethane coating on rear only. Also available in bullet shape.

Alternate Functions: Daily pigging where pressures are low, but cleaning is needed to reduce rapidity of buildups. Used as a gauging pig when progressive pigging is performed in order to ascertain reduced line diameter. Used as a sealer pig when progressive cleaning and smaller-than-line-size pigs are being run, by preventing too much bypass of the cleaning pig.



## **LC - Light Density Criss Cross Swab**

Description: 2-pound-per-cubic-foot density bullet-shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration.

Design Function: Light wiping and light scraping used when line conditions do not allow for heavier density foam pigs due to low pressures. Good for multi-dimensional pipelines. The light density foam allows for hand launching with pig over sizing.



## **LS - Light Density Criss Cross Silicon Carbide**

Description: 2-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating.

Design Function: Light scraping in short distances of 2000 feet or less.



## **LW - Light Density Criss Cross Wirebrush**

Description: 2-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and wirebrush straps.

Design Function: Light scraping. Used for scraping, plowing and medium hard scale removal (up to 5-½ on Moh's scale of hardness) for most tuberculated scales.





### **MB - Medium Density Bare Pig**

Description: 5-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating on rear only.

Design Function: Regular drying. For drying pipelines of up to 10 miles with smooth interiors or for the removal of soft buildup in all pipes.

Alternate Functions: Can be used for mild cleaning of lines with low pressures, or for gauging i.d. of scaled line.



### **MC - Medium Density Criss Cross**

Description: 5-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration.

Design Function: Regular wiping. Good in oilfield flow-lines for paraffin removal or for wiping most pipelines with soft buildup. Best in minimum pressure lines or lines with large quantity of short radius bends, tees, valves, etc.



### **MW - Medium Density Criss Cross Wirebrush**

Description: 5-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and wirebrush straps.

Design Function: Medium scraping. Used for scraping, plowing and medium hard scale removal (up to 5-½ on Moh's scale of hardness) for most tuberculated scales.



### **MS - Medium Density Criss Cross Silicon Carbide**

Description: 5-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and carbide sprinkled into coating.

Design Function: Regular scraping where mild abrasion is needed in short distances of 2000 feet or less. Not recommended where normal or tough abrasion is needed.



### **MP - Medium Density Criss Cross Plastic Bristle**

Description: 5-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and medium plastic bristle straps.

Design Function: Medium scraping. Best use in fiberglass, PVC, or internally coated lines where abrasive cleaning is needed, but wire brush or silicon carbide may damage.



### **HB - Heavy Density Bare Pig**

Description: 8-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating (on rear only).

Design Function: Heavy drying. Best for use in long lines where heavy drying or wiping is needed. Good for any drying needs or product removal such as light oils, hydrocarbon liquid, etc.



### **HC - Heavy Density Criss Cross**

Description: 8-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration.

Design Function: Heavy wiping, drying, and first stages of progressive cleaning. Long runs should be kept less than 25 miles, although, under ideal conditions, the standard pattern may be run up to 200 miles.

Alternate Function: Many times used in lieu of carbide or wire brush when there is danger of damaging the interior of the pipe (fiberglass, PVC, epoxy lines, etc.).



### **HW - Heavy Density Criss Cross Wirebrush**

Description: 8-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and wire brush straps.

Design Function: Heavy scraping. For heaviest scraping, plowing, and medium hard scale removal (up to 5-½ on Moh's scale of hardness).





### **HS - Heavy Density Criss Cross Silicon Carbide**

Description: 8-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and carbide straps.

Design Function: Heavy scraping. For hard scraping scales (harder than 6 on Moh's scale of hardness).

Alternate Function: Good when used in line conditions that would shorten the life of the criss cross, or when scraping is needed, but wirebrush is too much.



### **HP - Heavy Density Criss Cross Plastic Bristle**

Description: 8-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating in double-spiral configuration and heavy plastic bristle straps.

Design Function: Heavy scraping. Best use in fiberglass, PVC, or internally coated lines where heavy duty abrasive cleaning is needed, but wire brush or silicon carbide may damage.



### **TW - Total Wirebrush Pig**

Description: 8-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating and wirebrush straps covering entire pig. (75% more wire than standard wirebrush pig.)

Design Function: Maximum scraping. For scraping to an absolute bare surface in steel or cast iron pipe prior to either drying to a minus dew point or application of internal coatings. Should be used only in single-dimension lines.



### **TP - Total Plastic Bristle Pig**

Description: 5-pound-per-cubic-foot density bullet shaped foam cylinder with 90 Shore A durometer urethane coating and plastic bristle straps covering entire pig. (75% more straps than standard plastic bristle pig.)

Design Function: Maximum scraping. Used when very abrasive cleaning is needed, but wire brush may damage pipe (PVC, fiberglass, internally coated) or not allow pig passage.

## Design Variations

### A. Double-Dish (Bi-directional)

Same body construction and coating configuration as bullet-shaped pigs, but with both ends being dished. Used when two directions are to be traversed by the pig without leaving the pipe. Not recommended for normal line cleaning.

### B. Double-Nose (Bi-directional)

Same body construction and coating configuration as bullet-shaped pigs, but with both ends being bullet-shaped. Will move through the line at approximately half the speed of a standard or double-dish due to no flat surface for pressure to push.

### C. Transmitter Cavity

Cavity is prepared in the body of the pig to house a tracking transmitter for the purpose of tracking or locating a lost pig. Caution should be used on sizes 8" and smaller.

### D. Bypass Jets

Used where bypass or "jetting" action greater than that of a conventional pig is required. The "jets" may be any type of tubular goods preferably flexible (PVC, polyethylene, copper tubing, etc.). The number and size of jets are designed per individual requirements. In pigging applications where sand, silt, heavy particles, or wax is prevalent, the jets help keep the debris suspended to prevent bridging, debris settling, and possible blockage of line caused by rapid settling of the heavy particles. Speed of this pig will be approximately 25 to 50% slower than that of a conventional pig due to its additional-bypass design.

### E. Turning Pattern

The turning pattern of coating applied to the pig in a different fashion than the standard criss-cross, helps the pig to rotate as it is traversing the line thereby allowing for a more even wear and longer distances.

### F. Ropes and Cables

Pigs can be supplied with pulling or handling ropes or cables in the nose, rear, or both.

### G. Lengths and Diameters

The standard length of a foam pig is approximately one-and-a-half times the nominal pipe diameter for the length from base to shoulder of the pig, plus one-half diameter for nose. Double-Dish pigs are one-and-a-half times the diameter total length and double-nose pigs are two-and-a-half times the diameter total length.

To properly seal and perform their functions, the pig's diameter is larger than the internal diameter of the pipe (anywhere from 1 to 5% over sizing is standard). However, as with the lengths, various diameters can be made for different applications.

## **Appendix G**

### **Budgetary Construction Cost Estimates**



**Elko Exit 298 Lift Station & Force Main Project  
Preliminary Budget - Submersible Lift Station Option**

BUDGETARY ESTIMATE ONLY

| Description                                  | Quantity | Unit      | Labor            | Equipment        | Material          | Sub                 | Other             | Total               |
|--|----------|-----------|------------------|------------------|-------------------|---------------------|-------------------|---------------------|
| Site Clearing                                | 5,600    | SF        | \$ 2,500         | \$ 2,500         | \$ 1,500          | \$ -                | \$ -              | \$ 6,500            |
| Yard Piping                                  | 1        | LS        | \$ 25,000        | \$ 15,000        | \$ 150,000        | \$ -                | \$ -              | \$ 190,000          |
| Approach Manhole                             | 1        | EA        | \$ 6,000         | \$ 4,000         | \$ 10,000         | \$ -                | \$ -              | \$ 20,000           |
| Dewatering Allowance                         | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 50,000           | \$ -              | \$ 50,000           |
| Shoring Allowance                            | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 25,000           | \$ -              | \$ 25,000           |
| Excavation                                   | 2,700    | CY        | \$ 5,000         | \$ 5,000         | \$ -              | \$ -                | \$ -              | \$ 10,000           |
| Backfill                                     | 2,600    | CY        | \$ 5,000         | \$ 5,000         | \$ 5,000          | \$ -                | \$ -              | \$ 15,000           |
| Grading/Surface                              | 5,600    | SF        | \$ 2,500         | \$ 2,500         | \$ 2,500          | \$ -                | \$ -              | \$ 7,500            |
| Fencing                                      | 310      | LF        | \$ -             | \$ -             | \$ -              | \$ 15,000           | \$ -              | \$ 15,000           |
| Bollards                                     | 12       | EA        | \$ 3,000         | \$ 3,000         | \$ 4,000          | \$ -                | \$ -              | \$ 10,000           |
| Remove Replace Existing Landscaping/Surfaces | 1        | LS        | \$ 2,000         | \$ 1,000         | \$ 1,500          | \$ -                | \$ 1,000          | \$ 5,500            |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Wet Wells (Precast/Polymer Option)           | 2        | EA        | \$ 15,000        | \$ 10,000        | \$ 85,000         | \$ -                | \$ -              | \$ 110,000          |
| Valve Vaults (Precast Option)                | 3        | EA        | \$ 6,000         | \$ 4,000         | \$ 50,000         | \$ -                | \$ -              | \$ 60,000           |
| Concrete Pads                                | 40       | CY        | \$ 10,000        | \$ 6,000         | \$ 5,500          | \$ 3,500            | \$ -              | \$ 25,000           |
| Light Pole Base/s                            | 2        | EA        | \$ 1,000         | \$ 150           | \$ 400            | \$ 200              | \$ -              | \$ 1,750            |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Paint/Coatings for Piping/Metals             | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 10,000           | \$ -              | \$ 10,000           |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Pumps/Motors/Accessories                     | 6        | EA        | \$ 6,000         | \$ 6,000         | \$ 245,000        | \$ -                | \$ -              | \$ 257,000          |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Electrical Switchgear                        | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 75,000           | \$ -              | \$ 75,000           |
| Electrical Work                              | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 75,000           | \$ -              | \$ 75,000           |
| Emergency Generator                          | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 120,000          | \$ -              | \$ 120,000          |
| Controls                                     | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ 30,000           | \$ -              | \$ 30,000           |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Power to the site                            | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ -                | \$ 45,000         | \$ 45,000           |
| Telephone to the site                        | 1        | LS        | \$ -             | \$ -             | \$ -              | \$ -                | \$ 15,000         | \$ 15,000           |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Project OH                                   | 7        | %         | \$ -             | \$ -             | \$ -              | \$ -                | \$ 82,500         | \$ 82,500           |
| Assumed Fee/Profit                           | 10       | %         | \$ -             | \$ -             | \$ -              | \$ -                | \$ 117,800        | \$ 117,800          |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Contingency                                  | 15       | %         | \$ -             | \$ -             | \$ -              | \$ -                | \$ 206,800        | \$ 206,800          |
|  |          |           | \$ -             | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| <b>TOTAL</b>                                 | <b>1</b> | <b>LS</b> | <b>\$ 89,000</b> | <b>\$ 64,150</b> | <b>\$ 560,400</b> | <b>\$ 403,700</b>   | <b>\$ 468,100</b> | <b>\$ 1,585,000</b> |
| Low/High Range:                              |          |           |                  |                  | <b>LOW</b>        | <b>\$ 1,427,000</b> | <b>HIGH</b>       | <b>\$ 1,823,000</b> |
| Escalation - Yr 1                            | 4        | %         | \$ -             | \$ -             | \$ -              | \$ -                | \$ 44,700         | \$ -                |
| Escalation - Yr 2                            | 3        | %         | \$ -             | \$ -             | \$ -              | \$ -                | \$ 33,500         | \$ -                |



**Elko Exit 298 Lift Station & Force Main Project  
Preliminary Budget - Dry Pit/Wet Pit Lift Station Option**

BUDGETARY ESTIMATE ONLY

| Description  | Quantity | Unit      | Labor             | Equipment        | Material          | Sub                 | Other             | Total               |
|--|----------|-----------|-------------------|------------------|-------------------|---------------------|-------------------|---------------------|
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Site Clearing  | 5,600    | SF        | \$ 2,500          | \$ 2,500         | \$ 1,500          | \$ -                | \$ -              | \$ 6,500            |
| Yard Piping  | 1        | LS        | \$ 25,000         | \$ 15,000        | \$ 150,000        | \$ -                | \$ -              | \$ 190,000          |
| Approach Manhole   | 1        | EA        | \$ 6,000          | \$ 4,000         | \$ 10,000         | \$ -                | \$ -              | \$ 20,000           |
| Dewatering Allowance   | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 85,000           | \$ -              | \$ 85,000           |
| Shoring Allowance  | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 25,000           | \$ -              | \$ 25,000           |
| Excavation   | 2,700    | CY        | \$ 7,500          | \$ 6,000         | \$ -              | \$ -                | \$ -              | \$ 13,500           |
| Backfill   | 2,600    | CY        | \$ 5,000          | \$ 5,000         | \$ 5,000          | \$ -                | \$ -              | \$ 15,000           |
| Grading/Surface  | 5,600    | SF        | \$ 2,500          | \$ 2,500         | \$ 2,500          | \$ -                | \$ -              | \$ 7,500            |
| Fencing  | 310      | LF        | \$ -              | \$ -             | \$ -              | \$ 15,000           | \$ -              | \$ 15,000           |
| Bollards   | 11       | EA        | \$ 3,000          | \$ 2,800         | \$ 3,500          | \$ -                | \$ -              | \$ 9,300            |
| Remove Replace Existing Landscaping/Surfaces                 | 1        | LS        | \$ 2,000          | \$ 1,000         | \$ 1,500          | \$ -                | \$ 1,000          | \$ 5,500            |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Dry Pit/Wet Pit (CIP, Concrete)                              | 3        | EA        | \$ 37,500         | \$ 22,500        | \$ 52,500         | \$ 30,000           | \$ -              | \$ 142,500          |
| Valve Vaults (Precast Option)                                | 1        | EA        | \$ 2,000          | \$ 1,500         | \$ 7,500          | \$ -                | \$ -              | \$ 11,000           |
| Concrete Pads  | 40       | CY        | \$ 10,000         | \$ 6,000         | \$ 5,500          | \$ 3,500            | \$ -              | \$ 25,000           |
| Light Pole Base/s  | 2        | EA        | \$ 1,000          | \$ 150           | \$ 400            | \$ 200              | \$ -              | \$ 1,750            |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Paint/Coatings (includes Dry Pit/Wet Pit Liners)             | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 40,000           | \$ -              | \$ 40,000           |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Pumps/Motors/Accessories                                     | 6        | EA        | \$ 6,000          | \$ 6,000         | \$ 318,500        | \$ -                | \$ -              | \$ 330,500          |
| Bypass Pumping for Buildout (2 weeks to Reconfigure Dry Pit) | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 85,000           | \$ -              | \$ 85,000           |
| Ventilation System for Dry Pit                               | 1        | LS        | \$ 2,500          | \$ 2,000         | \$ 10,000         | \$ -                | \$ -              | \$ 14,500           |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Electrical Switchgear  | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 75,000           | \$ -              | \$ 75,000           |
| Electrical Work  | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 75,000           | \$ -              | \$ 75,000           |
| Emergency Generator  | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 120,000          | \$ -              | \$ 120,000          |
| Controls   | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ 30,000           | \$ -              | \$ 30,000           |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Power to the site  | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ -                | \$ 45,000         | \$ 45,000           |
| Telephone to the site  | 1        | LS        | \$ -              | \$ -             | \$ -              | \$ -                | \$ 15,000         | \$ 15,000           |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Project OH   | 7        | %         | \$ -              | \$ -             | \$ -              | \$ -                | \$ 98,200         | \$ 98,200           |
| Assumed Fee/Profit   | 10       | %         | \$ -              | \$ -             | \$ -              | \$ -                | \$ 140,300        | \$ 140,300          |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| Contingency  | 15       | %         | \$ -              | \$ -             | \$ -              | \$ -                | \$ 246,200        | \$ 246,200          |
|  |          |           | \$ -              | \$ -             | \$ -              | \$ -                | \$ -              | \$ -                |
| <b>TOTAL</b>   | <b>1</b> | <b>LS</b> | <b>\$ 112,500</b> | <b>\$ 76,950</b> | <b>\$ 568,400</b> | <b>\$ 583,700</b>   | <b>\$ 545,700</b> | <b>\$ 1,887,000</b> |
| Low/High Range:  |          |           |                   |                  | <b>LOW</b>        | <b>\$ 1,698,000</b> | <b>HIGH</b>       | <b>\$ 2,170,000</b> |
| Escalation - Yr 1  | 4        | %         | \$ -              | \$ -             | \$ -              | \$ -                | \$ 53,700         | \$ -                |
| Escalation - Yr 2  | 3        | %         | \$ -              | \$ -             | \$ -              | \$ -                | \$ 40,200         | \$ -                |

**Elko Exit 298 Lift Station & Force Main Project  
Preliminary Budget - Three Force Mains (6" + 8" + 8")**

BUDGETARY ESTIMATE ONLY

| Description        | Quantity | Unit      | Labor             | Equipment         | Material          | Sub                 | Other             | Total               |
|--------------------|----------|-----------|-------------------|-------------------|-------------------|---------------------|-------------------|---------------------|
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Force Main         | 11,500   | LF        | \$ 200,000        | \$ 110,000        | \$ 600,000        | \$ -                | \$ -              | \$ 910,000          |
| Crossing           | 1        | EA        | \$ 12,000         | \$ 8,500          | \$ 151,000        | \$ 12,000           | \$ -              | \$ 183,500          |
| Tie-in             | 1        | EA        | \$ 6,000          | \$ 4,000          | \$ 2,500          | \$ -                | \$ -              | \$ 12,500           |
| ARV/BO             | 2        | EA        | \$ 3,000          | \$ 2,500          | \$ 5,000          | \$ -                | \$ -              | \$ 10,500           |
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Project OH         | 7        | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 78,200         | \$ 78,200           |
| Assumed Fee/Profit | 10       | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 119,500        | \$ 119,500          |
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Contingency        | 15       | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 197,100        | \$ 197,100          |
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| <b>TOTAL</b>       | <b>1</b> | <b>LS</b> | <b>\$ 221,000</b> | <b>\$ 125,000</b> | <b>\$ 758,500</b> | <b>\$ 12,000</b>    | <b>\$ 394,800</b> | <b>\$ 1,511,000</b> |
|                    |          |           |                   |                   |                   | \$ -                |                   |                     |
| Low/High Range:    |          |           |                   |                   | <b>LOW</b>        | <b>\$ 1,360,000</b> | <b>HIGH</b>       | <b>\$ 1,662,000</b> |
|                    |          |           |                   |                   |                   | \$ -                |                   | \$ -                |
| Escalation - Yr 1  | 4        | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 44,700         | \$ -                |
| Escalation - Yr 2  | 3        | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 34,800         | \$ -                |

**Elko Exit 298 Lift Station & Force Main Project  
Preliminary Budget - Two Force Mains (6" + 10")**

BUDGETARY ESTIMATE ONLY

| Description        | Quantity | Unit      | Labor             | Equipment         | Material          | Sub                 | Other             | Total               |
|--------------------|----------|-----------|-------------------|-------------------|-------------------|---------------------|-------------------|---------------------|
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Force Main         | 11,500   | LF        | \$ 175,000        | \$ 100,000        | \$ 500,000        | \$ -                | \$ -              | \$ 775,000          |
| Crossing           | 1        | EA        | \$ 10,000         | \$ 7,500          | \$ 12,000         | \$ 10,000           | \$ -              | \$ 39,500           |
| Tie-in             | 1        | EA        | \$ 6,000          | \$ 4,000          | \$ 2,500          | \$ -                | \$ -              | \$ 12,500           |
| ARV/BO             | 2        | EA        | \$ 3,000          | \$ 2,500          | \$ 5,000          | \$ -                | \$ -              | \$ 10,500           |
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Permits/Fees       | 1        | LS        | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Project OH         | 7        | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 58,600         | \$ 58,600           |
| Assumed Fee/Profit | 10       | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 89,600         | \$ 89,600           |
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| Contingency        | 15       | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 147,900        | \$ 147,900          |
|                    |          |           | \$ -              | \$ -              | \$ -              | \$ -                | \$ -              | \$ -                |
| <b>TOTAL</b>       | <b>1</b> | <b>LS</b> | <b>\$ 194,000</b> | <b>\$ 114,000</b> | <b>\$ 519,500</b> | <b>\$ 10,000</b>    | <b>\$ 296,100</b> | <b>\$ 1,134,000</b> |
|                    |          |           |                   |                   |                   |                     |                   |                     |
| Low/High Range:    |          |           |                   |                   | <b>LOW</b>        | <b>\$ 1,021,000</b> | <b>HIGH</b>       | <b>\$ 1,247,000</b> |
|                    |          |           |                   |                   |                   | \$ -                |                   | \$ -                |
| Escalation - Yr 1  | 4        | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 33,500         | \$ -                |
| Escalation - Yr 2  | 3        | %         | \$ -              | \$ -              | \$ -              | \$ -                | \$ 26,100         | \$ -                |



**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 25, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval the Planning Commission recommended that the agreement 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. MR**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. **Business Impact Statement: Not Required**
8. Supplemental Agenda Information: **Performance/Maintenance Agreement**
9. Recommended Motion: **Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision. The subdivider shall enter into the agreement within 30 days OR table this item if no action is taken on the associated Final Map.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Robert Capps**  
    [robertcapps@cappshomes.com](mailto:robertcapps@cappshomes.com)

**AGREEMENT TO INSTALL IMPROVEMENTS**

**AND PROVIDE MAINTENANCE GUARANTY**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **Parrado Partners, LP**, a California Limited Partnership, hereinafter referred to as "**Developer**."

**RECITALS**

- A. **WHEREAS**, **Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Great Basin Estates, Phase 3**, into thirty-eight (38) separate parcels by means of a subdivision map, identified by the **City** as Subdivision Map No. 11 -18;
- B. **WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320(1)) enter into an Agreement to Install Improvements;
- C. **WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements is expected to be in the amount of **Seven Hundred Seventy-Six Thousand, Three Hundred Sixty-Nine Dollars and Twenty-Five Cents (\$776,369.25)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. **WHEREAS**, the **Developer** intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the **City** (attached at **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. **WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the **City**;
- F. **WHEREAS**, the **City** approved the Final Map on \_\_\_\_\_;
- G. **WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the **City** a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the **City**. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Three Cents (\$77,636.93)** (hereinafter referred to as the "Maintenance Guaranty");
- H. **WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.
- I. **NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:



1) **REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** Developer agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and Developer shall pay or cause to be paid all claims for labor and materials used to perform the **Work**.

B. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) Developer agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing **Work**.

2) The **Work** shall be certified by the Developer's Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the City for possible acceptance of the **Work** before the City conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the **Work**, the Developer's Engineer shall provide the City with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the Developer's engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation for any components of the **Work** which cannot be certified by testing (i.e. special construction of utility crossings); and (e) an "as-built" drawing of the **Work**.

4) The City Council shall not accept the **Work** without a complete and comprehensive certification of the **Work** by the Developer's engineer.

**C. MAINTENANCE PERIOD.** Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Three Cents (\$77,636.93)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

**D. CERTIFICATION OF FINAL MAP.** The **City** will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The **Developer** has completed the **Work** as required under the Agreement;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

**E. EFFECTIVE DATE.** The Effective Date of this Agreement shall be \_\_\_\_\_, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

**F. TERM.** The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding

extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

**G. DESCRIPTION OF WORK AND CONDITIONS.** In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

- (1) COMPLIANCE WITH CITY CODE.** **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.
- (2) STANDARDS.** The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.
- (3) PRECONSTRUCTION CONFERENCE.** Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).
- (4) AS-BUILT PLANS.** **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.
- (5) SUBDIVISION CONDITIONS.** **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.
- (6) ENGINEER'S CERTIFICATE.** Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

**H. FINAL COMPLETION AND ACCEPTANCE OF WORK.** Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**). **Developer** shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements



contained in this Agreement, to include compliance with the standard construction specifications of the City.

- I. **DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

## **2. GENERAL TERMS AND CONDITIONS.**

- A. **WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. **TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. **CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. **NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Robert Capps, Parrado Partners, LP, 12257 Business Park Drive #1, Truckee, CA 96161.



- F. CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.
- P. REMEDIES NOT EXCLUSIVE.** No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The **City** shall have the

right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate the day and year first above written.

**CITY - THE CITY OF ELKO,**  
a municipal corporation

**DEVELOPER – PARRADO PARTNERS, LP**

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

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

**ATTEST:**

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

EXHIBIT A

**EXHIBIT "A"**

**PROJECT:** Great Basin Estates - ELKO, NEVADA - Phase 3  
**Robert Capps**  
**ENGINEER:** SUMMIT ENGINEERING CORP.

**PREPARED BY:** NIB  
**DATE:** 10/18/2018

**ZONING:** Residential

**- STREETS -**

| DESCRIPTION                | QUANTITY | UNIT | UNIT PRICE | TOTAL        |
|----------------------------|----------|------|------------|--------------|
| 3" AC PAVEMENT FOR STREETS | 72,405   | SF   | \$2.35     | \$170,151.75 |
| 9" BASE FOR STREETS        | 2,010    | CY   | \$36.00    | \$72,360.00  |
| AC SAWCUT                  | 1        | LS   | \$520.00   | \$520.00     |
|                            |          |      |            |              |

**- GRADING -**

| DESCRIPTION        | QUANTITY | UNIT | UNIT PRICE  | TOTAL       |
|--------------------|----------|------|-------------|-------------|
| SITE GRADING       | 1        | LS   | \$15,000.00 | \$15,000.00 |
|                    |          |      |             |             |
| CLEARING & GRUBING | 1        | LS   | \$2,500.00  | \$2,500.00  |

**- CONCRETE -**

| DESCRIPTION   | QUANTITY | UNIT | UNIT PRICE | TOTAL       |
|---|----------|------|------------|-------------|
| TYPE I CURB AND GUTTER<br>WITH Base & Subgrade prep. (Compacted)          | 2,892    | LF   | \$18.00    | \$52,056.00 |
| 4" SIDEWALK WITH BASE (Compacted)<br>& Subgrade prep.                     | 11,568   | SF   | \$4.50     | \$52,056.00 |
| ADA RAMPS W/ DETECTABLE MARKERS<br>WITH Base & Subgrade prep. (Compacted) | 7        | EA   | \$2,750.00 | \$19,250.00 |
| VG & SPANDREL W/ #4 REBAR<br>WITH Base & Subgrade prep. (Compacted)       | 1,587    | SF   | \$6.50     | \$10,315.50 |

**- SANITARY SEWER -**

| DESCRIPTION                       | QUANTITY | UNIT | UNIT PRICE | TOTAL       |
|-----------------------------------|----------|------|------------|-------------|
| 4" DIAMETER SEWER SERVICE LATERAL | 1,190    | LF   | \$22.00    | \$26,180.00 |
| 48" DIA SSMH                      | 5        | EA   | \$3,000.00 | \$15,000.00 |
| 8" DIA. SS MAIN                   | 635      | EA   | \$34.00    | \$21,590.00 |

**- STORM DRAIN -**

| DESCRIPTION         | QUANTITY | UNIT | UNIT PRICE | TOTAL       |
|---------------------|----------|------|------------|-------------|
| TYPR 4R DROP INLETS | 2        | EA   | \$2,750.00 | \$5,500.00  |
| 18" SD PIPE         | 240      | LF   | \$46.00    | \$11,040.00 |
| 12" SD PIPE         | 40       | LF   | \$36.00    | \$1,440.00  |
| 48" DIA. SDMH       | 1        | EA   | \$3,000.00 | \$3,000.00  |
| RIP RAP 12" DIA.    | 1        | LS   | \$750.00   | \$750.00    |
|                     |          |      |            |             |

**- WATER -**

| DESCRIPTION                  | QUANTITY | UNIT | UNIT PRICE | TOTAL       |
|------------------------------|----------|------|------------|-------------|
| WATER VALVE CONCRETE COLLARS | 12       | EA   | \$650.00   | \$7,800.00  |
| 6" GATE VALVES               | 6        | EA   | \$1,100.00 | \$6,600.00  |
| 8" GATE VALVES               | 5        | EA   | \$1,250.00 | \$6,250.00  |
| 10" GATE VALVES              | 1        | EA   | \$1,500.00 | \$1,500.00  |
| 8" DIA. WATER MAIN           | 1,350    | LF   | \$38.00    | \$51,300.00 |
| 10" DIA WATER MAIN           | 385      | LF   | \$44.00    | \$16,940.00 |
| 10" ENDCAP W. THRUST BLOCK   | 1        | EA   | \$850.00   | \$850.00    |
| 10" X 6" TEE                 | 1        | EA   | \$1,750.00 | \$1,750.00  |
| 8" X 6" TEE                  | 3        | EA   | \$1,250.00 | \$3,750.00  |
| 8" X 10" TEE                 | 1        | EA   | \$1,450.00 | \$1,450.00  |



|  |     |    |            |             |
|--|-----|----|------------|-------------|
| 8" X 8" TEE                            | 2   | EA | \$1,250.00 | \$2,500.00  |
| 90 DEG BEND                            | 1   | EA | \$1,450.00 | \$1,450.00  |
| 45 DEG. BEND                           | 1   | EA | \$1,450.00 | \$1,450.00  |
| EX. MAIN CONNECT                       | 1   | LS | \$1,600.00 | \$1,600.00  |
| FIRE HYDRANT ASSEMBLY W/ THRUST BLOCKS | 6   | EA | \$4,100.00 | \$24,600.00 |
| 8" X 6" REDUCER                        | 2   | EA | \$1,200.00 | \$2,400.00  |
| 1" POLY PIPE                           | 650 | LF | \$34.00    | \$22,100.00 |
|  |     |    |            |             |

**- MISCELLANEOUS -**

| DESCRIPTION                      | QUANTITY | UNIT | UNIT PRICE  | TOTAL       |
|----------------------------------|----------|------|-------------|-------------|
| GAS SERVICE                      | 1        | LS   | \$4,000.00  | \$16,920.00 |
| POWER, PHONE & CABLE SERVICE     | 1        | LS   | \$65,400.00 | \$65,400.00 |
| N36 BOXES                        | 1        | LS   | \$7,200.00  | \$7,200.00  |
| STREET SIGNS                     | 5        | EA   | \$1,200.00  | \$6,000.00  |
| STREET MONUMENTS                 | 7        | EA   | \$850.00    | \$5,950.00  |
| QA / QC - TESTING AND INSPECTION | 1        | LS   | \$23,500.00 | \$23,500.00 |
| CONSTRUCTION STAKING             | 1        | LS   | \$18,400.00 | \$18,400.00 |
|                                  |          |      |             |             |
|                                  |          |      |             |             |

**Total on-site Improvements**

**\$776,369.25**

EXHIBIT B

APPROVED  
FOR BLOOD DEVELOPMENT ONLY  
RECEIVED BY: Dr. A. J. Smith  
DATE: 12/1/58  
BY: AS Smith  
RECEIVED BY: Dr. A. J. Smith  
DATE: 12/1/58  
BY: AS Smith

[illegible][illegible]

1990; Pridmore and Pridmore 1991). The authors of this paper have been particularly interested in the role of the family in the development of the child's personality and in the role of the family in the development of the child's social skills. The authors have been particularly interested in the role of the family in the development of the child's social skills. The authors have been particularly interested in the role of the family in the development of the child's social skills.

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1. The first of the two main parts of the report is a description of the current state of the world's oceans. This part is divided into two sections: the first describes the physical state of the oceans, and the second describes the biological state. The physical state is described in terms of temperature, salinity, and circulation. The biological state is described in terms of the distribution and abundance of marine life. The second part of the report is a discussion of the factors that influence the state of the world's oceans. This part is divided into two sections: the first discusses the natural factors, and the second discusses the human factors. The natural factors are discussed in terms of climate change, ocean circulation, and marine life. The human factors are discussed in terms of pollution, overfishing, and coastal development. The report concludes with a series of recommendations for the management of the world's oceans.

- 10 The construction shall verify the project master file for the subproject's. The City of El Paso and all utility companies at various points in the construction of the water
- 11 The construction shall verify all survey data and existing conditions and points of connection with
- 12 The construction shall verify all survey data and existing conditions and points of connection with
- 13 The construction shall verify all survey data and existing conditions and points of connection with
- 14 The construction shall verify all survey data and existing conditions and points of connection with

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1. **POWER OF ATTORNEY**  
2. **APN** 033-420-062 30-430-004 (SEE RECORD)  
3. **LEGAL DESCRIPTION**= PARCEL NO. 1 OF PL. NUMBER 1275.  
4. **FILE NO.** 42364 IN THE OFFICE OF THE CLERK COUNTY RECORDER  
5. **TOTAL PROPOSED AREA OF CHART SALE** ESTIMATES IS 19.49 ACRES  
6. **NO. LOTS TOTAL**  
7. **NO. LOTS RESTRICTED**

[illegible]

**PROJECT CONTACTS**  
**OWNER-DEVELOPER**  
PARRADO PARTNERS, LP  
THE CAPPIS GROUP, INC.  
12257 BUSINESS PARK DRIVE, 200  
DALLAS, TX 75244-4000  
(214) 343-1000

CONTRACT: MODEL 1000  
(530) 587-0740 x 201

|     |   |
|-----|---|
| C1  | TITLE SHEET & SITE SPECIFICATIONS                   |
| C2  | 5/1 PLAN  |
| C3  | GRADING PLAN  |
| C4  | WATER PLAN  |
| C5  | SANITARY SEWER PLAN                                 |
| C6  | STORM DRAIN OFF SITE PLAN AND PROFILE               |
| C7  | OPAL DRIVE ON SITE PLAN AND PROFILE                 |
| C8  | CLASSTONE DRIVE PLAN AND PROFILE                    |
| C9  | GRANITE DRIVE PLAN AND PROFILE                      |
| C10 | VILLAGE PARKWAY PLAN AND PROFILE                    |
| C11 | NEEDLE CROCKET VILLAGE GREEN DRIVE PLAN AND PROFILE |
| C12 | IMPROVEMENT DETAILS                                 |
| C13 | WATER DETAILS                                       |
| C14 | STORM WATER & SANITARY SEWER DETAILS                |
| C15 | UTILITY CROSSING & LOCATION DETAILS                 |
| C16 | EROSION CONTROL PLAN                                |
| C17 |   |

**CIVIL ENGINEER**  
CARTER ENGINEERING, LLC  
P.O. BOX 7194  
ELKO, NEVADA 89601

(123) 387-2531













**NOTES**

1. ALL WATER MAINS SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
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**LEGEND**

- EXISTING BATTERY POWER MAINLINE
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**SPECIAL CONSTRUCTION**

1. ALL AREAS OF SPECIAL CONSTRUCTION ARE SHOWN IN RED.





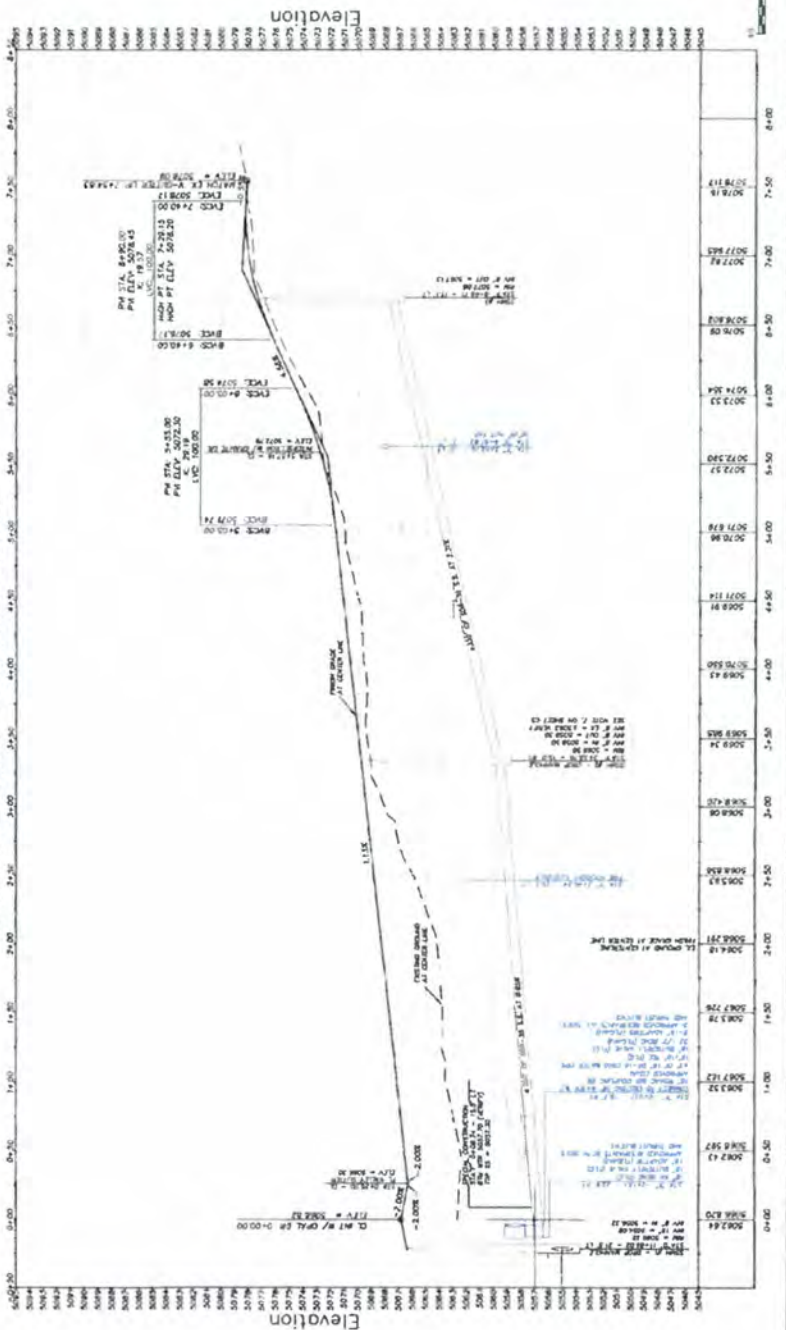












# FLAGSTONE DRIVE - PLAN AND PROFILE



















### USE CONCENTRIC CONE

Notes:  
1. CONCENTRIC CONE MANHOLES ARE USED IN ALL SIZES OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR SEWER AND STORM DRAINAGE.  
2. MANHOLE COLLARS SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### MANHOLE COLLAR

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### TYPE 1 MANHOLE

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### TYPE 4-R CATCH BASIN

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### SEWER LATERAL CONNECTION

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### LATERAL CONNECTION FITTING

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### TRENCH DETAIL

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### SEWER LATERAL CONNECTION

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

### LATERAL CONNECTION FITTING

Notes:  
1. CONCRETE SHALL BE 2800 PSI MIN. COMPRESSIVE STRENGTH.  
2. MANHOLE COLLAR SHALL BE 12" MIN. THICK AND 12" MIN. HIGH. THE COLLAR SHALL BE CAST IN PLACE AND SHALL BE REINFORCED WITH 4 #4 BARS.  
3. COLLAR SHALL BE REINFORCED WITH 4 #4 BARS.  
4. REINFORCE SHALL BE 12" MIN. THICK AND 12" MIN. HIGH.

**DESCRIPTION**

| REV | DATE    | DESCRIPTION                        |
|-----|---------|------------------------------------|
| 1   | 8-28-19 | CITY OF ELKO PLUMBING & ELECTRICAL |

**PARALLEL LINE SEPARATION**

SEWER AND PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL

**NOTES:**

- SEWER MAINS PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE FOLLOWING REQUIREMENTS:
- SEWER MAINS SHALL BE 12" MINIMUM DIAMETER.
- SEWER MAINS SHALL BE 10' MINIMUM DEPTH.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM WATER MAIN OR WATER SERVICE LATERAL.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM OTHER UTILITIES.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM BUILDINGS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM FENCES.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM DRIVEWAYS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM SIDEWALKS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM STREETS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM PARKS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM SCHOOLS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM HOSPITALS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM AIRPORTS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM MILITARY INSTALLATIONS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM OTHER SENSITIVE AREAS.

**CROSSING LINE SEPARATION**

SEWER AND PARALLEL TO WATER MAIN OR WATER SERVICE LATERAL

**NOTES:**

- SEWER MAINS CROSSING WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE FOLLOWING REQUIREMENTS:
- SEWER MAINS SHALL BE 12" MINIMUM DIAMETER.
- SEWER MAINS SHALL BE 10' MINIMUM DEPTH.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM WATER MAIN OR WATER SERVICE LATERAL.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM OTHER UTILITIES.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM BUILDINGS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM FENCES.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM DRIVEWAYS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM SIDEWALKS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM STREETS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM PARKS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM SCHOOLS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM HOSPITALS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM AIRPORTS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM MILITARY INSTALLATIONS.
- SEWER MAINS SHALL BE 10' MINIMUM SPACING FROM OTHER SENSITIVE AREAS.





**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Mary Spealman, dba Boot Scoot'N Brew for concession space at the Elko City Main Park, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Sisters Food has terminated their concessionaire agreement. This leaves a space #1 available and Mary Spealman would like to utilize it for a mobile expresso shop Boot Scoot n Brew. KW**
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: **Application, Lease Agreement**
9. Recommended Motion: **Pleasure of the Council.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Ms. Mary Spealman**  
[lub2barrel@gmail.com](mailto:lub2barrel@gmail.com)



**ELKO CITY MAIN PARK  
CONCESSION APPLICATION**  
1751 College Avenue Elko, Nevada  
Phone: 775-777-7126  
Fax: 775-777-7129

The City of Elko allows use of designated portions of the Main City Park for certain types of businesses with approval from the Elko City Council. The fees for the use of park space are based on the amount of space requested. An Elko City Business License is required along with a \$1 million dollar insurance policy with the City listed as additional insured. Interested person(s) must complete the application and return it to the Elko City Clerk's Department. The Elko City Manager/City Clerk shall review the application to determine eligibility, fees, and space availability. If eligible, a draft agreement will be presented to the City Council for approval. Once the agreement is approved, signed and insurance provided your business may commence in the designated area.

Name of Applicant(s): Mary Spealman

Company Name: Boot Scoot'n BREW

Mailing Address: 5292 Mohawk Ave Elko NV 89801  
Street or P.O. Box City State Zip

Business License Number: 11240

Area of Park requested: 1  
(Space Number or General Area)

Total square footage required: 6'5" x 12'2"

Type of food service proposed: Coffee shop - Lattes, Frappes, Smoothies

Type of recreation service proposed: \_\_\_\_\_

Proposed operational hours: From: 9 a.m. p.m. To: 3 a.m. p.m.  
(circle one) (circle one)

Days of operations (circle all that apply): Monday, Tuesday, Wednesday, Thursday, Friday,  
Saturday, Sunday

Months of use (circle all that apply): January, February, March, April, May, June, July, August,  
September, October, November, December

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof; that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

Signature: Mary Spealman

Date: 6-11-2019

Printed Name: Mary Spealman

lub2barrel@gmail.com







## CITY OF ELKO

### LICENSE AND CONCESSIONAIRE AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Mary Spealman dba Boot Scoot'N Brew**, Licensee and Concessionaire (hereinafter referred to as "**Concessionaire**") and **THE CITY OF ELKO**, Owner and Licensor (hereinafter referred to as the "**City**").

1. **PURPOSE AND TERM.** **Concessionaire** is hereby given privilege and license to use the approximately 10' by 10', known as **Area 1** and depicted on Exhibit "A" to conduct and operate a food concession business subject to the conditions contained herein.
3. **SALE OF FOOD AND BEVERAGES.**  
Subject to paragraph 3.B. below, **Concessionaire** shall have the right to sell any food and nonalcoholic beverages or refreshments of any kind as indicated on applicable permits and licenses from the City of Elko, Elko Fire Marshal and the State Health Department. **Concessionaire** shall submit proof to **City** of acquisition of all required permits which may be required by law to conduct operations. **Concessionaire** shall pay any licenses and taxes which may be assessed in conjunction with the concession operation.
4. **CARE OF PREMISES AND EQUIPMENT.** **Concessionaire** will keep all stands, fixtures and equipment in a clean, sanitary and orderly condition at all times and conduct the food concession in accordance with all federal, state and local health department rules, regulations, statutes and ordinances.
5. **PERMANENT FIXTURES.** **Concessionaire** shall not install any permanent fixtures or structures to the property. All equipment must be mobile.
6. **JANITORIAL SERVICES.** **Concessionaire**, at its own expense, shall provide trash receptacles and trash removal on a daily basis and shall keep all areas used by it, including the common area utilized by the **Concessionaire** and the general public, in a clean condition and good state of repair. It is expressly understood that the entire premises are open to inspection by authorized representatives of the **City** at all times.
7. **RENT.** Rent is payable by the **Concessionaire** to the **City** in the amount of **\$50.00 per month.**
8. **UTILITIES.** No Utility connections will be made available to the **Concessionaire** by the **City.**
9. **DAYS AND HOURS OF OPERATION.** **Concessionaire** shall have exclusive right to the use of Area 4 as depicted in Exhibit "A" **Every day , March through November, the hours of 9:00 a.m. to 3:00 p.m.** At times when the **Concessionaire** is not utilizing such area, the public may utilize the area for general recreational uses.



10. **NOT A CONTRACT FOR EMPLOYMENT OR LEASE.** It is understood and agreed that this contract is not a contract of employment, in the sense that **Concessionaire** or the **Concessionaire's** employees are not employees of the **City**. **Concessionaire** at all times shall be deemed to be an independent contractor. **Concessionaire** is not authorized to bind the **City** to any contracts or other obligations. The **City** shall not be liable for acts of the **Concessionaire** or its assistants or employees in performing the duties described herein.
11. **DEFAULT OF CONCESSIONAIRE.** The **City** shall have the right to terminate the agreement after **fifteen (15) days** written notice served on **Concessionaire** personally or by certified mail, in the event that default shall be made by **Concessionaire** of any of the covenants hereby agreed to be performed by **Concessionaire**, or if **Concessionaire** violates any of the ordinances of the City of Elko, State of Nevada, or federal government, or for dishonesty, incompetence, negligence, inattention or irresponsibility. If after receiving written notice of default herein provided, **Concessionaire** cures all defaults or violations to the satisfaction of the Recreation Coordinator or representative within **fifteen (15) days**, its default may be considered cured and this agreement shall remain in full force and effect until it is terminated. In the event the agreement is terminated after the 15-day default notice, it will be lawful for the **City** to immediately thereafter remove all property from the premises owned by **Concessionaire**.
12. **LIABILITY INSURANCE.** **Concessionaire** shall save and hold harmless, defend and indemnify the **City**, its successors and assigns, from and against all loss or damage to property, injury to or death of persons resulting in any manner whatsoever, directly or indirectly, by reason of the use or occupancy of the concessions for any purpose whatsoever by reason of the rights, licenses and privileges herein granted. In partial performance of such obligation, **Concessionaire** shall file with the City Manager evidence of public liability insurance coverage satisfactory to **City** insuring the liability of **City**, of its officers, agents and employees and **Concessionaire** for any and all activities covered by the terms of this agreement in an amount not less than **ONE MILLION DOLLARS (\$1,000,000.00)** single limit liability for bodily injury death or property damage. Said policy shall not be canceled until the **City** shall have at least thirty (30) days notice in writing of such cancellation. A certified true copy of the policy with endorsement must be furnished to the City Manager within **ten (10) days** from the date of execution of this agreement. The policy must include the following endorsements: **"IT IS A CONDITION OF THIS POLICY THAT THE INSURANCE COMPANY MUST FURNISH WRITTEN NOTICE TO THE CITY OF ELKO PARKS DEPARTMENT THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY REDUCTION IN OR CANCELLATION OF THIS POLICY."** Such cancellation shall terminate the **Concessionaire's** agreement for the facility.
12. **NOTICES.** Any notice to **Concessionaire** herein may be served personally or by mail addressed to **Mary Spealman, 5292 Mohawk Ave. Elko, NV 89801..** Any notice given by **Concessionaire** to **City** shall be deemed properly served upon the **City** if the same is delivered to the City Manager of the City of Elko or deposited in the post office, postage prepaid, addressed to the City Manager, 1751 College Avenue, Elko, Nevada 89801.



13. **ASSIGNMENT AND SUBLETTING PROHIBITED.** This agreement may not be assigned to any other person or persons, in whole or in part, nor shall any portion of the premises hereby licensed to **Concessionaire** be sublet in any manner whatsoever. This agreement shall terminate if, in the opinion of the City Manager, the **Concessionaire**, by reason of incapacity or otherwise, is unable to perform its duties for a period exceeding **thirty (30)** consecutive days.
14. **TERMINATION OF LEASE.** It is hereby agreed that both the **City and Concessionaire** shall have the option to terminate the remaining term of this agreement upon a 15 day written notice.
15. **ENTIRE AGREEMENT.** This Agreement shall be deemed and construed as the entire agreement of the parties hereto and there are not prior or contemporaneous oral agreements between the parties which would or will alter the terms of this agreement in any particular whatsoever. Any subsequent amendment to this agreement shall be in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF ELKO:

ATTEST:

\_\_\_\_\_  
BY: REECE KEENER, MAYOR

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

CONCESSIONAIRE:

BY: \_\_\_\_\_  
MARY SPEALMAN

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a lease agreement amendment between Newmont Mining USA and Nevada Gold Mines, LLC between the City of Elko, Elko Regional Airport and Newmont Mining Corporation at the Elko Regional Airport, and lease assignment and assumption between Newmont Mining USA and Nevada Gold Mines, LLC, and the City of Elko, Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Newmont Mining Corporation entered into a lease agreement with the Elko Regional Airport for the lease of 45 parking spaces located at the airport terminal on March 1, 2019. This amendment extends that lease and assigns it to Nevada Gold Mines LLC. JF**
6. Budget Impact Statement: **N/A**  
  
Appropriation Required:  
Budget amount available:  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Lease Agreement**
9. Recommended Motion: **Move to approve lease agreement amendment between the Elko Regional Airport and Nevada Gold Mines LLC.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:  
\*\*
13. Council Agenda Distribution:

**FIRST AMENDMENT TO LEASE AGREEMENT  
(Airport Parking Spaces)**

This First Amendment to the Lease Agreement ("Amendment ") is made effective the 25th day of June, 2019, by and between the City of Elko, a special charter municipal corporation and political subdivision of the State of Nevada, ("Lessor"), and Newmont USA Limited, a Delaware corporation, ("Lessee").

**RECITALS**

- A. Lessor and Lessee previously entered into an unrecorded Lease Agreement dated February 26, 2019 and effective March 1, 2019, (the "Lease") with respect to parking spaces located at the Elko Regional Airport, Elko County, Nevada, and;
- B. The parties desire to amend the Lease as set forth below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Lease is amended in the following respects:

- 1. Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.
- 2. Section 2.02, to be replaced within the Agreement:

Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this Lease for two (2) additional six-month subsequent Terms ("Extended Term) subject to the same terms and conditions. The option to extend the Agreement for six-months or Terminate, must be exercised in writing by the Lessee not later than thirty (30) days prior to the expiration of the 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. The Initial Term and any Extended Term, thereto are collectively referred to herein as the "Term."

Unless terminated earlier pursuant to the terms hereof, this Lease shall be effective and in full force for the first Extended Term and effective until December 31, 2019.

- 3. Section 15.01, to be replaced within the Agreement:

No Assignment. This Lease shall not be assigned, nor shall any of all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained. Consent shall not be unreasonably withheld; provided, however, Lessee may assign its right, title and interest under this Lease to an affiliate or under common control with Newmont USA Limited, including, Nevada Gold Mines, LLC.

Except as expressly modified by this Amendment, the Lease remains in full force and effect in accordance with its terms and conditions.

Executed to be effective as of the date first set forth above.

**Lessor:**  
**City of Elko**

**By:** \_\_\_\_\_  
**Reece Keener, Mayor**

**Attest:** \_\_\_\_\_  
**Kelly Wooldridge, City Clerk**

**Lessee:**  
**Newmont USA Limited**

**By:** \_\_\_\_\_  
**Gavin Jangard, Vice President**



## EXHIBIT A

### LEGAL DESCRIPTION OF LEASE AREA

A portion of the Elko Regional Airport parcel, located in the south half 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 34°51'06" East, a distance of 1,125.27 feet from the Elko Regional Airport survey control monument "Cessna";  
Thence, North 44°28'26" East, a distance of 100.00 feet;  
Thence, South 45°31'34" East, a distance of 40.00 feet;  
Thence, South 44°28'26" West, a distance of 100.00 feet;  
Thence, North 45°31'34" West, a distance of 40.00 feet, more or less, to the point of beginning.

Said lease area contains  $\pm 4,000$  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"

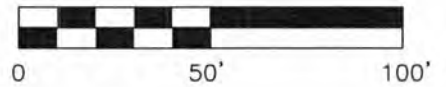
N 28469096.94

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





FOUND STEEL ROD IN WELL.  
"CESSNA"  
N=28470777.14  
E=599834.56  
EL=5112.49



S34°51'06"E  
1125.27

PROPOSED BARRIER WALL

EXISTING CURB

N44°28'26"E 100.00  
N45°31'34"W 40.00  
PROPOSED LEASE AREA  
20 PARKING STALLS  
4,000 SF  
S45°31'34"E 40.00  
S44°28'26"W 100.00



CITY OF ELKO  
1751 COLLEGE AVE  
ELKO, NEVADA 89601  
775-777-7210

SCALE

HORIZ 1"=50'

VERT \_\_\_\_\_

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

### EXHIBIT B NEWMONT PARKING AREA LEASE DISPLAY MAP

DESIGNED BY BT

DRAWN BY ACAD C30 2017

CHECKED BY BT

DATE 2/20/2019

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

U:\Airport\2015-Lease-working files\2015-LEASE-MASTER-DRAWING.dwg

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 10-19, a resolution amending Police Department fee's effective July 1, 2019 and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **The State Department of Public Safety is increasing the State fee portion of fingerprint based background checks effective July 1, 2019. BR**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 10-19**
9. Recommended Motion: **Adopt Resolution No. 10-19 effective July 1, 2019**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Agenda Distribution:



Upon introduction and motion by \_\_\_\_\_ and seconded by \_\_\_\_\_  
\_\_\_\_\_ the following Resolution and Order was passed and adopted:

**CITY OF ELKO**  
**Resolution No. 10-19**

**A Resolution Amending and Adding Police Department Fees, Pursuant to Elko City Code Title 5, Chapter 11,  
Section 4 and Title 5, Chapter 14, Section 4**

**WHEREAS**, pursuant to NRS 179A.800 (National Crime Prevention and Privacy Compact) and other statutes, the City of Elko is charged a fee by the Nevada Department of Public Safety Records, Communications and Compliance Division, and/or the Federal Bureau of Investigation, for handling requests involving fingerprint processing for noncriminal justice purposes.

**WHEREAS**, the foregoing fees will increase on July 1, 2019.

**WHEREAS**, on July 1, 2019, the City of Elko will commence collecting background fees for applicants subject to fees assessed by the Nevada Gaming Control Board.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** by the Elko City Council that effective July 1, 2019, the following fees shall be collected by the Elko Police Department:

|  |  |
|--|--|
| Copies of Police Report/Loss Report/ <del>Crash Report</del> | \$20.00 per report   |
| Online copies of Police report/Loss Report                   | \$26.00 per report   |
| Local Background Checks                                      | \$20.00 per letter   |
| Prostitute Work Cards  | \$250.00+ <del>23.50</del> 27.00 State Investigation Fee = <del>\$273.50</del><br>\$277.00 |
| Fingerprint Card   | \$20.00 per card   |
| <del>Gaming Fingerprints</del>                               | \$20.00 + 40.25 State investigation Fee = \$60.25  |
| Liquor Work Permit   | \$100.00+ <del>23.50</del> 27.00 State Investigation Fee = <del>\$123.50</del><br>\$127.00 |
| Taxi Work Permit   | \$100.00+ <del>23.50</del> 27.00 State Investigation Fee = <del>\$123.50</del><br>\$127.00 |
| Armed/Unarmed Security Work Permit                           | \$50.00+ <del>23.50</del> 27.00 State Investigation Fee = <del>\$73.50</del> \$77.00       |
| Solicitor Work Permits                                       | \$100.00   |

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City of Elko

\_\_\_\_\_  
Reece Keener, Mayor

Attest:

\_\_\_\_\_  
Kelly Wooldridge, City Clerk



Vote:  
Ayes:  
Nays:  
Absent:  
Abstain:

**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 11-19, a resolution donating a City of Elko Fire Engine to the Elko County Fire Protection District. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko Fire Department has determined that the 1997 Emergency One Fire Truck has reached it's useful life for the City and would like to donate the Engine to the Elko County Fire District. JS**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 11-19**
9. Recommended Motion: **Adopt Resolution No. 11-19 finding the 97 Emergency One Fire Truck has reached it's useful life for the City of Elko and approve the donation to the Elko County Fire District.**
10. Prepared By: **Kelly Wooldridge , City Clerk**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Agenda Distribution:

Upon introduction and motion by Councilmember \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ the following Resolution and Order was passed and adopted:

**CITY OF ELKO**  
**Resolution No. 11-19**

**A Resolution Donating a City of Elko Fire Engine to the Elko County Fire Protection District**

**WHEREAS**, N.R.S. 268.028 contains provisions pertaining to the donation of assets owned by a local government, and allows the governing body to donate used equipment which has reached the end of its useful life to another governmental entity;

**WHEREAS**, the City Council has determined that the 97 Emergency One Fire Engine has reached the end of its useful life for the City of Elko.

**IT IS THEREFORE RESOLVED AND ORDERED** by the Elko City Council to donate the Elko County Fire District the 97 Emergency One Fire Engine VIN: 4ENFAAAB4W1008445 to the Elko County Fire Protection District.

**IT IS FURTHER RESOLVED**, that upon adoption of this Resolution by the Elko City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect after its adoption.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Signed:**

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

**ATTEST:**

\_\_\_\_\_  
**Kelly Wooldridge, City Clerk**

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 12-19, a resolution adopting the National Incident Management System in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **The National Incident Management System (NIMS) was published by the Department of Homeland Security on March 1, 2004. It provides a comprehensive and consistent national approach to all-hazard incident management at all jurisdictional levels and across all functional emergency management disciplines. The benefit of NIMS is especially evident at the local level, when the entire community prepares for and provides an integrated response to an incident**  
  
**Jurisdictions are required to adopt NIMS implementation requirements as a condition of receiving federal preparedness funding assistance and/or grants. KW**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 12-19**
9. Recommended Motion: **Adopt Resolution No. 12-19 recognizing the National Incident Management System as the foundation for incident command, coordination and support activities for the City of Elko.**
10. Prepared By: **Kelly Wooldridge , City Clerk**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Agenda Distribution:



Upon introduction and motion by Councilmember \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ the following Resolution and Order was passed and adopted:

**CITY OF ELKO**  
**Resolution No. 12-19**

**A Resolution Adopting the National Incident Management System**

**WHEREAS**, response to and recovery from major emergencies and disasters requires integrated professional management and coordination; and

**WHEREAS**, the President of the United States directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) to standardize and enhance incident management procedures nationwide; and

**WHEREAS**, the National Incident Management System provides a structure and process to effectively coordinate responders from multiple disciplines and level of government and to integrate them with resources from the private sector and non-governmental organizations; and

**WHEREAS**, use of the National Incident Management System, which has as a key component the Incident Command System (ICS) will improve the City of Elko's ability to manage major emergencies and disasters; and

**WHEREAS**, failure to adopt and use the National Incident Management System may preclude the City of Elko from receiving federal preparedness grants;

**THEREFORE**, be it resolved that the City of Elko adopts the National Incident Management System as the foundation for incident command, coordination and support activities.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Signed:**

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

**ATTEST:**

\_\_\_\_\_  
**Kelly Wooldridge, City Clerk**

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 13-19, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2018/2019 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. CQ**
6. Budget Information:  

Appropriation Required:  
Budget amount available:  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve Resolution No. 13-19, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2018/2019 Fiscal Budget pursuant to N.R.S. 354.598005**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO  
RESOLUTION NO. 13-19**

**A RESOLUTION PROVIDING FOR THE  
TRANSFER OF APPROPRIATIONS BETWEEN ACCOUNTS  
WITHIN THE CITY OF ELKO 2018/2019 FISCAL BUDGET  
PURSUANT TO N.R.S. 354.598005**

WHEREAS, the City of Elko 2018/2019 Fiscal Year Budget has the need for transfers of appropriations between functions and accounts.

NOW, THEREFORE BE IT RESOLVED, that pursuant to N.R.S. 354.598005, the attached transfers of appropriations be accomplished:

**A detailed schedule is attached to this Resolution and by reference is made a part thereof.**

IT IS FURTHER RESOLVED, that upon adoption of this Resolution by the Elko City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect after its adoption.

PASSED AND ADOPTED THIS 25<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Reece Keener, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Wooldridge, City Clerk

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:



| City of Elko  |                  |                  |                    |
|---|------------------|------------------|--------------------|
| FY 2018/2019 Budget Transfers                             |                  |                  |                    |
| Description   | Debit            | Credit           | Net Change         |
| Manager - Salaries  |                  |                  |                    |
| Manager - Benefits Health Insurance                       |                  |                  |                    |
| Manager - Benefits PERS                                   |                  |                  |                    |
| Manager - Other Consulting Services                       |                  | 29,000.00        |                    |
| Manager - Advertising                                     |                  |                  |                    |
| Clerk - Salaries  |                  |                  |                    |
| Clerk Benefits Health Insurance                           |                  |                  |                    |
| Clerk Records Storage Lease                               |                  |                  |                    |
| Personnel Salaries  |                  |                  |                    |
| Personnel Benefits Group Health                           |                  |                  |                    |
| Personnel Benefits PERS                                   |                  |                  |                    |
| Personnel S/S Labor Related Legal                         |                  |                  |                    |
| Info Systems PERS   | 1,025.00         |                  |                    |
| Info Systems - Salaries                                   |                  | 1,025.00         |                    |
| Info Systems - S & S Phone Expense                        |                  |                  |                    |
| Finance - Salaries Full Time                              | 12,000.00        |                  |                    |
| Finance - Benefits Health Insurance                       |                  |                  |                    |
| Finance - Benefits PERS                                   |                  |                  |                    |
| Finance S & S Flood Expenses                              |                  |                  |                    |
| Central Services Benefits Group Health                    |                  |                  |                    |
| Central Services Liability Insurance                      |                  |                  |                    |
| Planning & Zoning Salaries                                |                  |                  |                    |
| Planning & Zoning Benefits PERS                           |                  |                  |                    |
| Planning & Zoning S/S Other Consulting Fees               |                  |                  |                    |
| Municipal Court Legal Counsel Fees                        |                  |                  |                    |
| Municipal Court Elko County Contract                      |                  |                  |                    |
| Economic Development - NENRDA                             |                  |                  |                    |
| <b>Total General Government</b>                           | <b>13,025.00</b> | <b>30,025.00</b> | <b>(17,000.00)</b> |
| Police Salaries   |                  | 35,000.00        |                    |
| Police Benefits Health Insurance                          |                  |                  |                    |
| Police Benefits PERS Public Safety                        |                  |                  |                    |
| Police - General Supplies Non - Capital Equip Replacement | 35,000.00        |                  |                    |
| ARFF Fire Station Salaries Overtime                       | 29,000.00        |                  |                    |
| ARFF Fire Station Benefits Group Health                   |                  | -                |                    |
| ARFF Fire Station Benefits PERS Public Safety             |                  | -                |                    |
| ARFF Fire Station - Maintenance Contracts                 |                  | 5,800.00         |                    |
| Downtown Fire Station Salaries                            | 5,800.00         |                  |                    |
| Downtown Fire Station Protective Clothing                 |                  |                  |                    |
| <b>Total Public Safety</b>                                | <b>69,800.00</b> | <b>40,800.00</b> | <b>29,000.00</b>   |
| Streets Salaries  |                  |                  |                    |
| Streets Benefits - Group Health                           |                  |                  |                    |
| Streets Benefits - PERS                                   |                  |                  |                    |
| Streets S & S - Hotmix                                    |                  | -                |                    |
| Streets S & S - Chip/Seal/Tack Coat                       |                  |                  |                    |
| Streets S & S - Radio Repair                              |                  |                  |                    |
| Streets S & S - Paint Traffic Markings                    |                  |                  |                    |
| Streets S & S Hotmix                                      |                  | -                |                    |
| Streets S & S Snow Removal                                |                  |                  |                    |
| Streets Capital Outlay                                    |                  |                  |                    |
| Fleet Salaries  | 20,000.00        |                  |                    |
| Fleet Benefits - PERS                                     |                  |                  |                    |
| Fleet - Outside Repairs                                   |                  |                  |                    |
| Fleet - Fuel Facility Maintenance                         |                  |                  |                    |
| Fleet - Facility Repairs                                  |                  | -                |                    |
| Engineering - Salaries                                    |                  | 1,000.00         |                    |



|  |                   |                   |                     |
|--|-------------------|-------------------|---------------------|
| Engineering - Benefits PERS                            | 1,000.00          |                   |                     |
| Building Dept - Salaries Full -Time                    |                   | 12,000.00         |                     |
| Building Dept Benefits - Group Health                  |                   |                   |                     |
| Building Dept Benefits - PERS                          |                   | -                 |                     |
| Building Dept Plan Review Services                     |                   |                   |                     |
| Building Dept Temporary Employees Services             |                   |                   |                     |
| Facilities Salaries                                    |                   |                   |                     |
| Facilities Benefits PERS                               |                   |                   |                     |
| Facilities Traffic Signal Repairs                      |                   |                   |                     |
| Community Development Salaries                         |                   | 20,000.00         |                     |
| Community Development Benefits - W/C                   |                   |                   |                     |
| Community Development S & S - Stormwater Mgmt Plan     |                   |                   |                     |
| Community Development S & S - Permit Compliance        |                   |                   |                     |
| Community Development S & S - Training                 |                   |                   |                     |
| <b>Total Public Works</b>                              | <b>21,000.00</b>  | <b>33,000.00</b>  | <b>(12,000.00)</b>  |
| Animal Shelter Salaries                                |                   |                   |                     |
| Animal Shelter Salaries - Part Time                    |                   |                   |                     |
| Animal Shelter Benefits Health Insurance               |                   |                   |                     |
| Animal Shelter Veterinary Services                     |                   |                   |                     |
| Animal Shelter Temporary Employee Services             |                   |                   |                     |
| Cemetery Salaries                                      |                   |                   |                     |
| Cemetery Benefits Group Health                         |                   |                   |                     |
| <b>Total Health</b>                                    | <b>-</b>          | <b>-</b>          | <b>-</b>            |
| Parks Salaries Full Time                               |                   |                   |                     |
| Park Benefits PERS                                     |                   |                   |                     |
| Parks S & S Equipment / Supplies                       | -                 |                   |                     |
| Parks S & S Mosquito Abatement                         | -                 |                   |                     |
| Pool Salaries Part Time                                |                   | -                 |                     |
| Pool S / S Natural Gas                                 |                   | -                 |                     |
| Pool Salaries  |                   |                   |                     |
| Pool Benefits  |                   |                   |                     |
| Pool Outside Repairs                                   |                   |                   |                     |
| Pool Heat Exchanger Repairs                            |                   |                   |                     |
| Pool Facility Repairs                                  |                   |                   |                     |
| <b>Total Culture and Recreation</b>                    | <b>-</b>          | <b>-</b>          | <b>-</b>            |
| Elko County School District                            |                   |                   |                     |
| <b>Total Community Support</b>                         | <b>-</b>          | <b>-</b>          | <b>-</b>            |
| Transfer to Recreation Fund                            | 379,852.00        | -                 |                     |
| Transfer to Capital Construction Fund                  | 113,000.00        |                   |                     |
| Contingency  |                   |                   |                     |
| <b>Total Other Uses</b>                                | <b>492,852.00</b> | <b>-</b>          | <b>492,852.00</b>   |
| <b>Total General Fund</b>                              | <b>596,677.00</b> | <b>103,825.00</b> | <b>492,852.00</b>   |
| Recreation - Bonding Expenses                          | -                 |                   |                     |
| Recreation - Repair Supplies/Materials - Park Lot Mtnc | -                 |                   |                     |
| Recreation - Capital Outlay - Swimming Pool Repair     |                   | 379,852.00        |                     |
| Recreation - Parks Capital Outlay -                    |                   |                   |                     |
| Recreation - ECVA                                      | -                 |                   |                     |
| Recreation - ECVA Marketing Fund                       | -                 |                   |                     |
| Elko Convention Center - Facilities                    | -                 |                   |                     |
| Elko County Fair Board                                 | -                 |                   |                     |
| Elko County Recreation Board                           | -                 |                   |                     |
| Elko Snowbowl Foundation                               | -                 |                   |                     |
| Recreation - Nevada State Tourism                      | -                 |                   |                     |
| Western Folklife Center                                | -                 |                   |                     |
| Transfer to Youth Recreation Fund                      | 14,200.00         |                   |                     |
| Transfer to Debt Service                               |                   |                   |                     |
| <b>Total Recreation Fund</b>                           | <b>14,200.00</b>  | <b>379,852.00</b> | <b>(365,652.00)</b> |



|   |                   |                   |                     |
|---|-------------------|-------------------|---------------------|
| Youth Recreation - Salaries Part Time                 |                   | 14,200.00         |                     |
| Youth Recreation - Benefits - PERS                    | -                 |                   |                     |
| Youth Recreation - Special Event Services             |                   |                   |                     |
| <b>Total Youth Recreation Fund</b>                    | -                 | <b>14,200.00</b>  | <b>(14,200.00)</b>  |
| Redevelopment Agency - Special Projects               |                   |                   |                     |
| Redevelopment Agency - Consulting Fees                | -                 |                   |                     |
| Redevelopment Agency - Capital Improvements           |                   | -                 |                     |
| <b>Total Redevelopment Agency Fund</b>                | -                 | -                 | -                   |
| Cap Const. - Planning                                 | 1,500.00          |                   |                     |
| Cap Const. - Chip/Seal/Tack Coat                      |                   |                   |                     |
| Cap Const. - Street Improvements                      |                   | 114,500.00        |                     |
| <b>Total Capital Construction Fund</b>                | <b>1,500.00</b>   | <b>114,500.00</b> | <b>(113,000.00)</b> |
| Ad Valorem Cap Proj - Improvements not Bldg           |                   |                   |                     |
| Transfers to Redevelopment Agency Fund                |                   |                   |                     |
| <b>Total Ad Valorem Cap Projects Fund</b>             | -                 | -                 | -                   |
| Capital Equip - IS - Non-Capital Replacement          |                   |                   |                     |
| Capital Equip - IS -Capital Replacement               |                   | -                 |                     |
| Capital Equip - PD Non-Capital Equipment Replacement  | -                 |                   |                     |
| Capital Equip - Police Dept Capital Outlay            |                   | -                 |                     |
| Capital Equip - Fire Dept                             |                   | 49,700.00         |                     |
| Capital Equip - Police Dept                           |                   |                   |                     |
| Capital Equip - Fire Dept Capital Outlay              |                   | -                 |                     |
| Capital Equip - Street Dept                           | -                 |                   |                     |
| Capital Equip - Fleet Mtn                             |                   |                   |                     |
| Capital Equip - Engineering                           | -                 |                   |                     |
| Capital Equip - Building Dept                         | -                 |                   |                     |
| Capital Equip - Facilities                            | 43,000.00         |                   |                     |
| Capital Equip - Animal Shelter                        |                   |                   |                     |
| Capital Equip - Cemetery                              |                   |                   |                     |
| Capital Equip - Parks                                 | 6,700.00          |                   |                     |
| Capital Equip - Transfer to Redevelopment Agency Fund |                   |                   |                     |
| <b>Total Capital Equipment Reserve Fund</b>           | <b>49,700.00</b>  | <b>49,700.00</b>  | -                   |
|   |                   | -                 |                     |
| Facility Reserve Fund - Animal Shelter Improvements   | -                 |                   |                     |
| <b>Total Facility Reserve</b>                         | -                 | -                 | -                   |
| Debt Service - S & S Account Analysis Fees            |                   |                   |                     |
| Debt Service - Ending Fund Balance                    |                   |                   |                     |
| <b>Total Debt Service Fund</b>                        | -                 | -                 | -                   |
| Water Administration - Salaries                       |                   | -                 |                     |
| Water Administration Benefits - PERS                  | -                 |                   |                     |
| Water Administration Maintenance Contracts            | -                 |                   |                     |
| Water Administration Liability Insurance              |                   |                   |                     |
| Water Operations Salaries                             |                   | -                 |                     |
| Water Operations Benefits PERS                        |                   |                   |                     |
| Water Operations Liability Insurance                  |                   |                   |                     |
| Water Operations Outside Repairs                      |                   |                   |                     |
| Water Operations - Street Cut                         | 69,000.00         |                   |                     |
| Water Operations New Meters & Supplies                | -                 |                   |                     |
| Water Wells Salaries                                  | 87,500.00         |                   |                     |
| Water Wells Benefits Group Health                     | 25,000.00         |                   |                     |
| Water Wells PERS                                      | 6,500.00          |                   |                     |
| Water Wells Well Pumping                              |                   | 188,000.00        |                     |
| Water Depreciation                                    |                   |                   |                     |
| <b>Total Water Fund</b>                               | <b>188,000.00</b> | <b>188,000.00</b> | -                   |



|  |                  |                  |          |
|--|------------------|------------------|----------|
| Sewer Administration - Salaries                        |                  |                  |          |
| Sewer Adm Benefits - PERS                              |                  |                  |          |
| Sewer Administration Utilities Sewer Line Easement     | 2,500.00         |                  |          |
| Sewer Administration Office Supplies                   |                  |                  |          |
| Sewer Operating Salaries                               |                  |                  |          |
| Sewer Operating Benefits PERS                          | -                |                  |          |
| Sewer Operating Materials & Repairs                    |                  | -                |          |
| Sewer WRF Salaries                                     |                  | -                |          |
| Sewer WRF Benefits - Group Health Insurance            |                  | -                |          |
| Sewer Liability Insurance                              |                  |                  |          |
| Sewer - WRF Technical Other Consulting                 | -                | 2,500.00         |          |
| Sewer Benefits   | -                |                  |          |
| Sewer Lab Facility Repairs                             |                  | 6,675.00         |          |
| Sewer Lab Part Time Salaries                           | 6,675.00         | -                |          |
| Sewer Fund - Depreciation Expense                      |                  | -                |          |
|  |                  |                  |          |
|  |                  |                  |          |
| <b>Total Sewer Fund</b>                                | <b>9,175.00</b>  | <b>9,175.00</b>  | <b>-</b> |
|  |                  |                  |          |
| Landfill Adm - Salaries                                | 5,700.00         | -                |          |
| Landfill Adm - Annual                                  | -                |                  |          |
| Landfill Adm - Acct Analysis Fees                      |                  |                  |          |
| Landfill Operations - Salaries                         |                  | 5,700.00         |          |
| Landfill Operations - Group Health Insurance           |                  |                  |          |
| Landfill Operations - Other Consulting Services        |                  |                  |          |
| Landfill Operations - Gasoline                         |                  |                  |          |
| Landfill Operations - Depreciation Expense             |                  |                  |          |
| <b>Total Landfill Fund</b>                             | <b>5,700.00</b>  | <b>5,700.00</b>  | <b>-</b> |
|  |                  |                  |          |
| Airport Administration - Salaries                      |                  | 35,300.00        |          |
| Airport Administration - Benefits PERS                 |                  |                  |          |
| Airport ARFF SVC - Salaries                            |                  | -                |          |
| Airport ARFF SVC - Benefits Group Health               |                  | -                |          |
| Airport ARFF SVC - Benefits PERS                       |                  | -                |          |
| Airport ARFF SVC - Benefits W/C                        |                  | -                |          |
| Airport Operations Salaries                            | 35,300.00        |                  |          |
| Airport Operations Benefits Group Health               | 9,900.00         |                  |          |
| Airport Operations Benefits PERS                       | 11,400.00        |                  |          |
| Airport Operations Legal Fees                          |                  |                  |          |
| Airport Operations Brokerage Fees                      |                  | 21,300.00        |          |
| Airport Operations Promotional Expense                 |                  |                  |          |
| Airport Operations Non-Capital Equipment Replacement   |                  |                  |          |
| Airport Terminal - Maintenance Contracts               |                  | -                |          |
| Airport Depreciation Expense (Federal Portion)         |                  | -                |          |
| <b>Total Airport Fund</b>                              | <b>56,600.00</b> | <b>56,600.00</b> | <b>-</b> |
|  |                  |                  |          |
| Golf Administration - Salaries                         | 800.00           |                  |          |
| Golf Administration - Benefits Group Health Insurance  | -                | 800.00           |          |
| Golf Operations Salaries                               |                  | -                |          |
| Golf Operations Part Time Salaries                     |                  | -                |          |
| Golf Operations Benefits PERS                          |                  | -                |          |
| Golf Operations - S & S Other Consulting Fees          | -                |                  |          |
| Golf Depreciation Expense                              | -                |                  |          |
| Golf Transfer From General Fund                        |                  |                  |          |
| <b>Total Golf Fund</b>                                 | <b>800.00</b>    | <b>800.00</b>    | <b>-</b> |
|  |                  |                  |          |
| Health Insurance - Benefits - Group Health             |                  |                  |          |
| Health Insurance - Benefits - Life/Short/Long Term Ins |                  |                  |          |
| Health Insurance - Benefits - Retiree Group Health     |                  |                  |          |
| Health Insurance - Benefits - Medical Claims           |                  |                  |          |
| Health Insurance - Benefits - Dental Premiums          |                  |                  |          |
| Health Insurance - Benefits - Vision Premiums          |                  |                  |          |

|   |   |   |   |
|---|---|---|---|
| Health Insurance - Benefits - Medical Premiums    |   |   |   |
| Health Insurance - Benefits - Administration Fees |   |   |   |
| <b>Total Health Insurance Fund</b>                | - | - | - |



**Elko City Council  
Agenda Action Sheet**

1. Title: **First reading of proposed Ordinance 841 amending Title 2, Chapter 13, of the Elko City Code entitled “Sidewalks, Curbs, Gutters” and recodifying the Section as Title 8, Chapter 21, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **The section of the City Municipal Code regulating the installation of curb, gutter, and sidewalk is currently located within the City’s Building Code (Title 2). Council’s adoption of the 2018 IBC on June 11, 2019 essentially repealed the existing Title 2 and made it necessary to move the curb, gutter, and sidewalk regulations. Council initiated Ordinance No. 841 at their June 11, 2019 meeting to not only change the location, but add standard enforcement language, clarify existing language, and correct typos. MR**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required – No changes to the existing requirements are being made.**
8. Supplemental Agenda Information: **Copy of Ordinance No. 841**
9. Recommended Motion: **Conduct first reading of Ordinance No. 841 and direct City Staff to set the matter for second reading, public hearing, and possible adoption.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Department, Public Works Department, Engineering Department, City Attorney**
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO  
ORDINANCE NO. 841

AN ORDINANCE AMENDING TITLE 2, CHAPTER 13 OF THE ELKO CITY CODE ENTITLED "SIDEWALKS,  
CURBS, GUTTERS" AND TO RECODIFYING THE SECTION AS TITLE 8, CHAPTER 21

**WHEREAS**, the City of Elko intends to amend Title 2, Chapter 1 of the Elko City Code, entitled "Building Regulations", to conform with the 2018 Unified Building Code; and

**WHEREAS**, in conjunction with the amendments to Title 2, Chapter 1, the City of Elko intends to amend Title 2, Chapter 13, entitled "Sidewalk, Curbs, Gutters", to include adding clarifying language, correcting grammatical errors, and recodifying the chapter in Title 8, Chapter 21; and

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

For amendment purposes, words which are bold and underlined are additions to the Code and words which are bold and lined through are deletions from the Code.

**SECTION 1.** Title 8, Chapter 21 of the Elko City Code is hereby amended to read as follows:

**Chapter ~~13~~ 21**  
**SIDEWALKS, CURBS, GUTTERS**

~~2-13-1~~ **8-21-1: PERMIT REQUIRED:**

~~2-13-2~~ **8-21-2: PLANS TO BE APPROVED:**

~~2-13-3~~ **8-21-3: SIDEWALK, CURB AND GUTTER CONSTRUCTION:**

~~2-13-4~~ **8-21-4: SIDEWALK MAINTENANCE, RECONSTRUCTION AND REPAIR:**

~~2-13-5~~ **8-21-5: PENALTIES ENFORCEMENT:**

**8-21-6: APPEAL OF NOTICE OF VIOLATION:**

**8-21-7: INJUNCTIVE RELIEF:**

**8-21-8: PENALTIES:**

**8-21-9: REMEDIES NOT EXCLUSIVE:**

~~2-13-1~~ **8-21-1: PERMIT REQUIRED:**

It shall be unlawful for any person to ~~hereafter~~ install, construct, or lay, or cause to be installed, constructed or laid, any sidewalk ~~or sidewalks~~, curb or gutter within the street lines established by ~~of~~ the ~~City~~ without first obtaining a permit from the City for that purpose. The issuance of a permit pursuant to this Section shall be in addition to and not in lieu of any other permits required under the City Code. ~~authorizing the same from the city council, to be issued by its authorized agent; and it shall also be unlawful for any person to construct, install or lay any sidewalk, curb or gutter for any other person until such person shall have first obtained a permit permitting the same from the city council, as provided in this chapter. (Ord. 787, 8-26-2014)~~

~~2-13-2~~ **8-21-2: PLANS TO BE APPROVED:**

Any sidewalk, curb or gutter ~~hereafter~~ constructed within the street lines of established by the ~~City~~ ~~by~~ ~~any person~~ shall be constructed in strict compliance in conformance with specifications and plans, and

upon grades and lines to be approved by the ~~eCity council or its duly authorized engineer. (Ord. 787, 8-26-2014)~~

**~~2-13-3~~ 8-21-3: SIDEWALK, CURB AND GUTTER CONSTRUCTION:**

A. Required; Exception: Except as otherwise provided in this ~~s~~Section, sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter developed; or upon lots or parcels of land which are merged or divided; or upon developed lots or parcels of land involving a change in building occupancy and use of land; or upon any lot or parcel of land with which any building expansion or new construction ~~shall take place~~ involving the addition of gross floor area greater than four hundred (400) square feet; or upon a lot or parcel of land when a change of use results in a measurable increase in pedestrian or vehicular traffic; provided, however, that upon the request of the ~~eCity~~ ~~d~~Development ~~d~~Department or application by ~~a~~ the property owner, or a tenant, lessee or ~~a~~ contractor duly authorized to represent said property owner, and for cause shown, the ~~eCity~~ ~~e~~Council may waive all or part of, the requirement for the installation of the above described improvements, subject to Subsections B and C of this Section.

B. Request ~~T~~to Waive Requirements ~~B~~by Development Department: Any request by the ~~eCity~~ ~~d~~Development ~~d~~Department to waive all or part of the requirement to install curb, gutter and sidewalk shall be based on the following criteria:

- 1) ~~t~~The presence or proposed installation of other substantially equivalent or superior improvements in the vicinity of the lot or parcel of land;
- 2) ~~e~~Conditions on the lot or parcel of land affecting the practicability of installing the curb, gutter and sidewalk; and
- 3) ~~a~~Any other ~~factors~~ unique circumstances deemed by the ~~eCity~~ ~~d~~Development Department to be appropriate grounds for waiving any or all of the foregoing requirements relative to the installation of curb, gutter and sidewalk.

C. Request ~~T~~to Waive Requirements ~~B~~by Property Owner or Authorized Representative: Any application to waive all or part of the requirement to install curb, gutter and /or sidewalk by ~~a~~ the property owner, or a tenant, lessee or contractor duly authorized to represent said property owner:

- 1) ~~s~~Shall be based on evidence that it is impractical to install curb, gutter and sidewalk because of circumstances beyond the reasonable control of the ~~applicant~~ property owner; and
- 2) ~~s~~Shall include a filing fee paid to the ~~eCity~~ in an amount established by resolution of the ~~eCity~~ ~~e~~Council. ~~(Ord. 787, 8-26-2014)~~

**~~2-13-4~~ 8-21-4: SIDEWALK MAINTENANCE, RECONSTRUCTION AND REPAIR:**

A. Responsibility ~~O~~f Property Owners: It is the responsibility of all property owners in the ~~eCity~~ to reasonably maintain a any sidewalk constructed in a public right of way that abuts the owner's property within the street lines of the city established by the City. The responsibility imposed is that of a reasonable person and is not a duty greater than imposed by common law duty. ~~Furthermore, this~~ This Subsection A is not intended and ~~cannot~~ shall not be relied upon to ~~define~~ determine the standard of care in any civil action for negligence to include an action asserting or for the establishment of negligence per se ~~for its violation.~~



B. Standards:

1. Except as otherwise provided in ~~this code~~ the City Code or pursuant to authority granted by the City Code, all ~~sections of the city~~ sidewalks shall be constructed of concrete ~~cement~~ with a minimum of four inches (4") in depth and ~~a minimum of four feet (4') in width~~ with a width determined as follows:
  - a. Four feet (4') for sidewalks along all unclassified roadways or roadways classified as local residential in the City's Master Plan and along roadways determined by the City Development Department to be functionally equivalent to "local residential" as that term is used in the City's Master Plan; or
  - b. Five feet (5') in width for all other sidewalks, to include sidewalks along roadways classified as residential collector or higher in the City's Master Plan or along roadways determined by the City Development Department to be functionally equivalent to or higher than "residential collector" as that term is used in the City's Master Plan.
2. ~~Wherever any sidewalk has been~~ If an existing sidewalk on a City block was constructed under the authority of any former ordinance in any manner other than in accordance with the in a manner consistent with the City Code then in effect, but the sidewalk is inconsistent with existing requirements pertaining to lines and grades, all subsequently constructed sidewalks for the remaining properties in the same block shall be ~~so~~ constructed such that uniformity of line and grade ~~may be~~ is maintained.

C. Reconstruction ~~And~~ Repair:

1. The ~~eCity~~ City Council may require the reconstruction ~~and or~~ repair of sidewalks ~~in under~~ the following circumstances:
  - a. ~~Imposing an assessment or other charge authorized by law for any reconstruction or repair of a sidewalk that the governing body causes to be performed within a public right-of-way;~~
  - b. ~~Requiring any~~ The reconstruction or repair of a sidewalk is required as a condition of approval for a division, merger, or change in the use of the land abutting property, or;
  - c. The abutting property owner's actions resulted in damage to the sidewalk necessitating repair or reconstruction; provided the City Development Department may impose an assessment or other charge authorized by law on the abutting property owner for any reconstruction or repair of a sidewalk if the reconstruction or repair is performed by the City or its contractor in a public right-of-way at the direction of the City Council; or The repair and reconstruction of a sidewalk in the public right-of-way that abuts the property of the owner if the owner caused the need for such repair or reconstruction.
  - c. The abutting property owner abandons any existing curb cuts or driveway approaches.
2. Any sidewalk ordered repaired or reconstructed by the ~~eCity~~ City Council shall be repaired or reconstructed by the owners of the property which abuts upon the sidewalk. The property owner shall complete ~~said the~~ reconstruction ~~and or~~ repair, within a time period set by the City Council, not to exceed ninety (90) days. Notwithstanding any other provision in this Section, the City Council shall not require the reconstruction or repair of a sidewalk outside of the during the city construction season generally recognized by the City for projects of a similar type and nature.



~~D. Failure: Failure of the owner to complete the sidewalk improvements as required within the time limits designated shall be considered an infraction of this code and, upon conviction of such infraction, the municipal court may impose any injunctive relief or fine of a civil nature as may be allowed by this code or laws of the state. (Ord. 787, 8-26-2014)~~

#### 2-13-5 8-21-5: PENALTIES ENFORCEMENT:

~~Any person violating any of the provisions of this chapter shall, upon conviction, be punished as provided in title 1, chapter 3 of this code. Each day's violation of the provisions of this chapter may be deemed a separate offense. (Ord. 787, 8-26-2014)~~

A. Notice of Violation: If a person violates a prohibition contained in this Chapter or fails to meet a requirement of this Chapter, or fails to comply with an order issued by the City Council pursuant to this Chapter to repair or reconstruct a sidewalk, the City Development Department may order compliance by written notice of violation to the responsible person.

B. Deadline: If abatement of a violation or repair or reconstruction of a sidewalk is required, the notice shall set forth a deadline within which such abatement, repair, or reconstruction must be completed. In the event of an order to repair or reconstruct a sidewalk, the foregoing notice shall further advise that, should the violator fail to comply with the established deadline, the work will be done by the City or its contractor and the expense thereof shall be charged to the property owner.

#### 8-21-6: APPEAL OF NOTICE OF VIOLATION:

Any person receiving a notice of violation may appeal the determination to the City Council. The notice of appeal must be received by the City Clerk within thirty (30) days from the date of issuance of the notice of violation. A hearing on the appeal before the Elko City Council shall take place within forty-five (45) days from the date of receipt of the notice of appeal. The decision of the City Council shall be final and subject to judicial review; provided, any petition for judicial review of a final decision by the City Council shall be commenced within thirty (30) days of the date of the City Council decision.

#### 8-21-7: INJUNCTIVE RELIEF:

If a person has violated or continues to violate the provisions of this Chapter, the City may petition for a preliminary or permanent injunction restraining the person from activities which could create further violations or compelling the person to perform work required by order of the City Council.

#### 8-21-8: PENALTIES:

Any person violating any of the provisions of this chapter shall, upon conviction, be punished as provided in Title 1, Chapter 3 of this Code. Each day's violation of the provisions of this Chapter shall be deemed a separate offense.

#### 8-21-9: REMEDIES NOT EXCLUSIVE:

The remedies listed in this Chapter are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the City to seek cumulative remedies.

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

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

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

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

PASSED AND ADOPTED this --<sup>th</sup> day of ---, 2019 by the following vote of the Elko City Council.

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN: None

CITY OF ELKO

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

ATTEST:

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

**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review and consideration of submitted data and/or arguments and determination as to whether the proposed ordinance 843 “Deleting Title 2, Chapter 1, Section 15 Of The Elko City Code Entitled “Exemptions For Existing Buildings, Structures And Building Service Equipment Systems”, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **On June 11, 2019, Ordinance No. 839 adopting the 2018 International Building Code was approved by Council. Council also approved to initiate Ordinance No. 843 deleting the existing building code since it is contained in Ordinance No. 839 and the International Building Codes. KW**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Completed**
8. Supplemental Agenda Information: **Copy of the Ordinance**
9. Recommended Motion: **Conduct First Reading of Ordinance No. 843 and direct Staff to set the matter for second reading, public hearing, and possible adoption**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:



**CITY OF ELKO  
ORDINANCE NO. 843**

**AN ORDINANCE DELETING TITLE 2, CHAPTER 1, SECTION 15 OF THE ELKO CITY CODE ENTITLED "EXEMPTIONS FOR EXISTING BUILDINGS, STRUCTURES AND BUILDING SERVICE EQUIPMENT SYSTEMS", AND MATTERS RELATED THERETO.**

**WHEREAS**, the City of Elko desires to adopt the 2018 International Existing Buildings Code which would conflict with Title 2, Chapter 1, Section 15;

**WHEREAS**, the City of Elko desires to remove Title 2, Chapter 1, Section 15 of the Elko Code and reserve the section for future.

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

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

**Section 1:** Title 2, Chapter 1, Section 15 is hereby added to read as follows:

**2-1-15: RESERVED EXEMPTIONS FOR EXISTING BUILDINGS, STRUCTURES AND BUILDING SERVICE EQUIPMENT SYSTEMS:**

**A. Additions, Alterations Or Repairs:**

- 1. General:** Additions, alterations and repairs to existing buildings, structures and building service equipment systems that were in compliance with the City of Elko Building Code in effect at the time of construction are not required to comply with the requirements of this title, except as specifically provided in this section.
- 2. Scope Of Exemption:** Notwithstanding any other provision contained in this section, additions, alterations or repairs to any building, structure or building service equipment system, regardless of the date of construction or installation, shall not create an unsafe condition or imminent danger.
- 3. Limitations On Additions, Alterations And Repairs:** Any addition, alteration or repair to an existing building or structure which involves a change in use or occupancy shall not cause the building or structure to exceed the height, number of stories or area permitted for that building or structure by this title. Additions and/or alterations shall not be made to an existing building or structure that was not in full compliance with the City of Elko Building Code in effect at the time of construction, unless the addition and/or alteration causes the building or structure to be in compliance with the requirements of this title currently in effect.

~~4. Waiver For Use Of Original Materials In Making Certain Nonstructural Alterations And Repairs: The building official may grant a waiver from the requirements of this title to allow alterations or repairs to an existing building or structure to be made with the same materials from which the building or structure was originally constructed, provided the alterations or repairs are nonstructural, do not adversely affect a structural member, do not cause any part of the building or structure to fall below the currently required level of fire resistance and do not create an unsafe condition.~~

~~5. Waiver For Additions, Alterations Or Repairs To Existing Building Service Equipment Systems: The building official may grant a waiver from the requirements of this title for minor additions, alterations and repairs to existing building service equipment systems that complied with the Building Code in effect at the time of the original installation, provided such additions, alterations and repairs shall not cause the building service equipment system to become an unsafe condition, or become unsanitary or overloaded.~~

~~6. Glass: Notwithstanding any provision contained in this section, the installation or replacement of glass shall conform to the current requirements of this title, to include the technical codes.~~

~~B. Existing Building Service Equipment Systems: Except as otherwise provided in this subsection, building service equipment systems that complied with the City of Elko Building Code at the time of installation but that no longer comply with this title may remain in use so long as their continued use, maintenance and repair comply with the requirements of this title and the manufacturer recommendations in effect at time of installation, and further provided that the building service equipment system shall not create an unsafe condition. Notwithstanding the foregoing sentence, in the event polyvinyl chloride (PVC) gas conveyance material is damaged, altered or repaired, the material shall be completely replaced with gas piping which complies with the technical codes currently in effect.~~

~~C. Existing Use Or Occupancy Of Building Or Structure:~~

~~1. General: A legal use or occupancy of any building or structure that complied with the City of Elko Building Code in effect on the date the use or occupancy commenced, but that no longer complies with the requirements of this title shall be permitted to continue without change; provided, the foregoing exception for existing uses and occupancies shall not apply a use or occupancy that creates a public nuisance, is an unsafe condition or violates the latest version of the Fire Code adopted by the City.~~

~~2. Change In Use Or Occupancy: Any change of use or occupancy of a building or structure shall automatically render the building or structure subject to the current requirements of this title, to include the requirement for a Certificate of Occupancy.~~

**D. Maintenance:** Without regard to whether a waiver has been granted or the use or occupancy is otherwise allowed to continue as an existing use, all buildings, structures, and other improvements and parts thereof which are subject to regulation under this title, whether existing or new, shall be maintained by the owner of the property in such a manner as to not create an unsafe condition or imminent danger. (Ord. 820, 7-11-2017)

**Footnotes**—Click any footnote link to go back to its reference.

[Footnote 1: Chapter 2 of this title.](#)

[Footnote 2: Chapter 3 of this title.](#)

[Footnote 3: Chapter 4 of this title.](#)

[Footnote 4: Chapter 5 of this title.](#)

[Footnote 5: Chapter 6 of this title.](#)

[Footnote 6: Chapter 7 of this title.](#)

[Footnote 7: Chapter 11 of this title.](#)

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

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

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

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

**PASSED AND ADOPTED** this --<sup>th</sup> day of -, 2019 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**APPROVED** this --<sup>th</sup> day of --, 2019.

CITY OF ELKO

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

ATTEST:

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



**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing three 30-day Temporary Retail Liquor Licenses and a 30-day Temporary Packaged Liquor License and issue three Regular Retail Liquor Licenses and a Regular Packaged Liquor License, to Justin Lee Beltram and Eric Hans Perrson, DBA Red Lion Hotel and Casino (retail liquor), located at 2065 Idaho Street, Elko, NV 89801, Gold Country Inn & Casino (retail liquor), located at 2050 Idaho Street, Elko, NV 89801, High Desert Inn (retail liquor), located at 3015 Idaho Street, Red Lion Chevron (packaged liquor), located at 2175 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 25, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **N/A**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from Police Chief Reed, Liquor License Applications, Business Licenses**
9. Recommended Motion: **Ratification of the Police Chief issuing three 30-day Temporary Retail Liquor Licenses and a 30-day Temporary Packaged Liquor License and issue three Regular Retail Liquor Licenses and a Regular Packaged Liquor License, to Justin Lee Beltram and Eric Hans Perrson, DBA Red Lion Hotel and Casino, located at 2065 Idaho Street, Elko, NV 89801, Gold Country Inn & Casino, located at 2050 Idaho Street, Elko, NV 89801, High Desert Inn, located at 3015 Idaho Street, Red Lion Chevron, located at 2175 Idaho Street, Elko, NV 89801**
10. Prepared By: **Ben Reed, Jr., Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



## ELKO POLICE DEPARTMENT

Ben Reed, Jr.  
Police Chief

1448 Silver Street  
Elko Nevada 89801  
775.777.7310  
775.738.1415 Fax  
epd@elkocitynv.gov

DATE: June 18, 2019

TO: Curtis Calder, City Manager

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

SUBJECT: Recommend approval of Retail and Packaged Liquor Licenses in the names of Red Lion Hotel and Casino, Gold Country Inn & Casino, High Desert Inn and Red Lion Chevron.

On May 30, 2019, Justin L. Beltram and Eric H. Persson made application for three Retail liquor licenses and one packaged Liquor License.

### Retail Liquor Licenses

- Red Lion Hotel and Casino, 2065 Idaho Street, Elko, NV 89801
- Gold Country Inn & Casino, 2050 Idaho Street, Elko, NV 89801
- High Desert Inn, 3015 Idaho Street, Elko, NV 89801

### Packaged Liquor License

- Red Lion Chevron, 2175 Idaho Street, Elko, NV 89801

Mr. Beltram and Persson have completed the required background investigation.

We recommend the Elko City Council approve Mr. Beltram and Persson's request for all four liquor licenses listed above. Four separate liquor licenses will be issued.

Attachments: Copy of City of Elko Business License  
Copy of City of Elko Liquor License Application



City of Elko, Nevada  
Liquor License Application  
1751 College Avenue  
Elko, NV 89801  
Phone (775)777-7138 Fax (775)777-7129

Information on this form must be printed or typed.

1. Check all that apply: ☒ New License ☐ Change in Location ☐ Change in Name ☐ Change in Mailing Address  
other

2. Business Name (dba) to be shown on the license: Red Lion Hotel & Casino  
Business Telephone 775-738-2111 Cellular Telephone 702-429-3585  
Fax N/A

3. Mailing Address 2926 Montessouri Street, Las Vegas, NV 89117  
Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code

4. Physical Address 2065 Idaho Street, Elko, NV 89801  
Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code

5. Type of Business Entity: ☐ Sole Proprietor ☐ S. Corp ☐ Privately Held Corp. ☐ Partnership  
☒ Limited Liability Partnership ☒ Limited Liability Company

6. Name of All Owner(s), Partners, Corporate Officers, Members, etc. to be listed on the license. Attach additional sheets if necessary

|   |                                      |                     |
|---|--------------------------------------|---------------------|
| Persson, Eric, H                                    | Manager                              |                     |
| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |

|                           |                  |                 |
|---------------------------|------------------|-----------------|
| Residence Address         | City, State, Zip | Residence Phone |
| <u>Beltram, Justin, L</u> |                  |                 |

|   |                                      |                     |
|---|--------------------------------------|---------------------|
| Name (Last, First, MI)                        | Title (Owner, Officer, Member, etc.) | Percent Owned       |
| <u>2111 Bogart Court, Las Vegas, NV 89117</u> |                                      | <u>702-429-3585</u> |

|                                  |                  |                 |
|----------------------------------|------------------|-----------------|
| Residence Address                | City, State, Zip | Residence Phone |
| <u>Elko Resorts Operator LLC</u> |                  |                 |

|   |                                      |                     |
|---|--------------------------------------|---------------------|
| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |

|                   |                  |                 |
|-------------------|------------------|-----------------|
| Residence Address | City, State, Zip | Residence Phone |
|                   |                  |                 |

Note: Eric Persson is the sole manager/member of Elko Resorts Operator LLC

7. Class of License: Liquor Retail Liquor - + additional bars

8. Fee: 481.00 (One quarterly fee must be paid upon receipt of application and is non-refundable.)

I certify the information provided in this application is true, correct and complete to the best of my knowledge and belief. If partnership more than one signature is required.

|                    |                    |         |
|--------------------|--------------------|---------|
|                    | Eric Persson       | 5/30/19 |
| Signature/Original | Print Name & Title | Date    |

|                    |                    |         |
|--------------------|--------------------|---------|
|                    | Justin Beltram     | 5/30/19 |
| Signature/Original | Print Name & Title | Date    |

This form must be signed by the Chief of Police below:

ELKO CITY POLICE DEPT.  
1401 COLLEGE AVE. ELKO, NV 89801  
775-777-7310

Date: 5/30/19

For Police Department Use Only:

Is applicant applying for a Temporary Liquor License? yes ☒ no ☐  
Please Initial

Date Temporary Liquor License Effective 5/30/19 to 6/30/19





## CITY OF ELKO BUSINESS LICENSE

Business Name: RED LION HOTEL & CASINO  
Location: 2065 IDAHO ST  
License #: 11234 Class: HOTEL/RESTAURANT/GIFT  
SHOP/SALON  
Issue Date: 5/30/2019 Expiration Date: 5/31/2020  
License Type: Business License

RED LION HOTEL & CASINO  
2065 IDAHO ST  
Elko, NV 89801

RED LION OPERATOR, LLC  
2065 IDAHO ST  
Elko, NV 89801



## City of Elko Gaming License

Business Name: RED LION HOTEL & CASINO  
Location: 2065 IDAHO ST  
License #: 20006 Class: GAMING  
Issue Date: 5/30/2019 Expiration Date: 6/30/2019  
License Type: Gaming

RED LION HOTEL & CASINO  
2926 MONTESSOURI ST  
LAS VEGAS, NV 89117

RED LION OPERATOR LLC  
2065 IDAHO ST  
Elko, NV 89801





City of Elko, Nevada  
Liquor License Application  
1751 College Avenue  
Elko, NV 89801  
Phone (775)777-7138 Fax (775)777-7129

Information on this form must be printed or typed.

1. Check all that apply: ☒ New License ☐ Change in Location ☐ Change in Name ☐ Change in Mailing Address  
other

2. Business Name (dba) to be shown on the license: Gold Country Inn & Casino  
Business Telephone 800-621-1332 Cellular Telephone 702-429-3585  
Fax N/A

3. Mailing Address 2926 Montessouri Street, Las Vegas, NV 89117  
Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code

4. Physical Address 2050 Idaho Street, Elko, NV 89801  
Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code

5. Type of Business Entity: ☐ Sole Proprietor ☐ S. Corp ☐ Privately Held Corp. ☐ Partnership  
☒ Limited Liability Partnership ☒ Limited Liability Company

6. Name of All Owner(s), Partners, Corporate Officers, Members, etc. to be listed on the license. Attach additional sheets if necessary

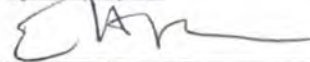
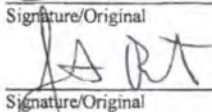
| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
|---|--------------------------------------|---------------------|
| Persson, Eric, H                                    | Manager                              |                     |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |
| Beltram, Justin, L                                  | General Manager                      |                     |
| <u>2111 Bogart Court, Las Vegas, NV 89117</u>       |                                      | <u>702-429-3585</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |
| Elko Resorts Operator LLC                           | Member                               | 100%                |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |

Note: Eric Persson is the sole manager/member of Elko Resorts Operator LLC

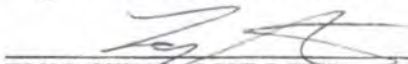
7. Class of License: Liquor Retail

8. Fee: 247.00 (One quarterly fee must be paid upon receipt of application and is non-refundable.)

I certify the information provided in this application is true, correct and complete to the best of my knowledge and belief. If partnership more than one signature is required.

|   |                    |         |
|---|--------------------|---------|
|  | Eric Persson       | 5/30/19 |
| Signature/Original  | Print Name & Title | Date    |
|  | Justin Beltram     | 5/30/19 |
| Signature/Original  | Print Name & Title | Date    |

This form must be signed by the Chief of Police below:

  
ELKO CITY POLICE DEPT.  
1401 COLLEGE AVE. ELKO, NV 89801  
775-777-7310

Date: 5/30/19

For Police Department Use Only:

Is applicant applying for a Temporary Liquor License? yes ☒ no ☐  
Please Initial

Date Temporary Liquor License Effective 5/30/19 to 6/30/19





## CITY OF ELKO BUSINESS LICENSE

Business Name: GOLD COUNTRY INN & CASINO

Location: 2050 IDAHO ST

License #: 11235

Class: HOTEL/RESTAURANT/RV PARK

Issue Date: 5/30/2019

Expiration Date: 5/31/2020

License Type: Business License

GOLD COUNTRY INN & CASINO  
2050 IDAHO ST  
Elko, NV 89801

GOLD COUNTRY OPERATOR, LLC  
2050 IDAHO ST  
Elko, NV 89801



## City of Elko Gaming License

Business Name: GOLD COUNTRY INN & CASINO

Location: 2050 IDAHO ST

License #: 20007

Class: GAMING LICENSE

Issue Date: 5/30/2019

Expiration Date: 6/30/2019

License Type: Gaming

GOLD COUNTRY INN & CASINO  
2926 MONTESSOURI ST  
LAS VEGAS, NV 89117

GOLD COUNTRY OPERATOR LLC  
2050 IDAHO ST  
Elko, NV 89801





**CITY OF ELKO  
BUSINESS LICENSE**

Business Name: HIGH DESERT INN

Location: 3015 IDAHO ST

License #: 11237

Class: MOTEL

Issue Date: 5/30/2019

Expiration Date: 5/31/2020

License Type: Business License

HIGH DESERT INN  
2926 MONTESSOURI ST  
LAS VEGAS, NV 89117

RED LION OPERATOR, LLC  
3015 IDAHO ST  
Elko, NV 89801



City of Elko, Nevada  
Liquor License Application  
1751 College Avenue  
Elko, NV 89801  
Phone (775)777-7138 Fax (775)777-7129

Information on this form must be printed or typed.

1. Check all that apply: ☒ New License ☐ Change in Location ☐ Change in Name ☐ Change in Mailing Address  
other

2. Business Name (dba) to be shown on the license: High Desert Inn  
Business Telephone 775-738-8425 Cellular Telephone 702-429-3585  
Fax N/A

3. Mailing Address 2926 Montessouri Street, Las Vegas, NV 89117  
Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code

4. Physical Address 3015 Idaho Street, Elko, NV 89801  
Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code

5. Type of Business Entity: ☐ Sole Proprietor ☐ S. Corp ☐ Privately Held Corp. ☐ Partnership  
☒ Limited Liability Partnership ☒ Limited Liability Company

6. Name of All Owner(s), Partners, Corporate Officers, Members, etc. to be listed on the license. Attach additional sheets if necessary

| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
|---|--------------------------------------|---------------------|
| Persson, Eric, H                                    | Manager                              |                     |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |
| Beltram, Justin, L                                  | General Manager                      |                     |
| <u>2111 Bogart Court, Las Vegas, NV 89117</u>       |                                      | <u>702-429-3585</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |
| Elko Resorts Operator LLC                           | Member                               | 100%                |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |

Note: Eric Persson is the sole manager/member of Elko Resorts Operator LLC

7. Class of License: Liquor Retail

8. Fee: 247.00 (One quarterly fee must be paid upon receipt of application and is non-refundable.)

I certify the information provided in this application is true, correct and complete to the best of my knowledge and belief. If partnership more than one signature is required.

|                    |                    |         |
|--------------------|--------------------|---------|
|                    | Eric Persson       | 5/30/19 |
| Signature/Original | Print Name & Title | Date    |
|                    | Justin Beltram     | 5/30/19 |
| Signature/Original | Print Name & Title | Date    |

This form must be signed by the Chief of Police below:

ELKO CITY POLICE DEPT.  
1401 COLLEGE AVE. ELKO, NV 89801  
775-777-7310  
Date: 5/30/19

For Police Department Use Only:

Is applicant applying for a Temporary Liquor License? yes ☒ no ☐  
Please Initial

Date Temporary Liquor License Effective 05/30/19 to 06/30/19





City of Elko, Nevada  
Liquor License Application  
1751 College Avenue  
Elko, NV 89801  
Phone (775)777-7138 Fax (775)777-7129

Information on this form must be printed or typed.

|   |
|---|
| 1. Check all that apply: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Change in Location <input type="checkbox"/> Change in Name <input type="checkbox"/> Change in Mailing Address<br>other  |
| 2. Business Name (dba) to be shown on the license: <u>Red Lion Chevron</u><br>Business Telephone <u>775-738-1541</u> Cellular Telephone <u>702-429-3585</u><br>Fax <u>N/A</u>   |
| 3. Mailing Address <u>2926 Montessouri Street, Las Vegas, NV 89117</u><br>Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code   |
| 4. Physical Address <u>2175 Idaho Street, Elko, NV 89801</u><br>Street Number, Direction (N, S, E, W) Name, Suite, Unit Or Apt. City, State, Zip Code   |
| 5. Type of Business Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> S. Corp <input type="checkbox"/> Privately Held Corp. <input type="checkbox"/> Partnership<br><input checked="" type="checkbox"/> Limited Liability Partnership <input checked="" type="checkbox"/> Limited Liability Company |
| 6. Name of All Owner(s), Partners, Corporate Officers, Members, etc. to be listed on the license. Attach additional sheets if necessary   |

| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
|---|--------------------------------------|---------------------|
| Persson, Eric, H                                    | Manager                              |                     |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |
| <u>Beltram, Justin, L</u>                           | <u>General Manager</u>               |                     |
| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
| <u>2111 Bogart Court, Las Vegas, NV 89117</u>       |                                      | <u>702-429-3585</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |
| <u>Elko Resorts Operator LLC</u>                    | <u>Member</u>                        | <u>100%</u>         |
| Name (Last, First, MI)                              | Title (Owner, Officer, Member, etc.) | Percent Owned       |
| <u>2926 Montessouri Street, Las Vegas, NV 89117</u> |                                      | <u>702-461-6055</u> |
| Residence Address                                   | City, State, Zip                     | Residence Phone     |

Note: Eric Persson is the sole manager/member of Elko Resorts Operator LLC

7. Class of License: Package Liquor

8. Fee: 217<sup>00</sup> (One quarterly fee must be paid upon receipt of application and is non-refundable.)

I certify the information provided in this application is true, correct and complete to the best of my knowledge and belief. If partnership more than one signature is required.

|                    |                    |         |
|--------------------|--------------------|---------|
| Signature/Original | Eric Persson       | 5/30/19 |
|                    | Print Name & Title | Date    |
| Signature/Original | Justin Beltram     | 5/30/19 |
|                    | Print Name & Title | Date    |

This form must be signed by the Chief of Police below:

[Signature] Date: 5/30/19  
ELKO CITY POLICE DEPT.  
1401 COLLEGE AVE. ELKO, NV 89801  
775-777-7310

For Police Department Use Only:

Is applicant applying for a Temporary Liquor License? yes ☒ no ☐  
Please Initial

Date Temporary Liquor License Effective 05/30/19 to 06/30/19



**CITY OF ELKO  
BUSINESS LICENSE**

Business Name: RED LION CHEVRON

Location: 2175 IDAHO ST

License #: 11236

Class: GAS STATION & CONVENIENCE STORE

Issue Date: 5/30/2019

Expiration Date: 5/31/2020

License Type: Business License

RED LION CHEVRON  
2926 MONTESSOURI ST  
LAS VEGAS, NV 89117

RED LION OPERATOR,LLC  
2175 IDAHO ST  
Elko, NV 89801