



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

The Elko City Council will meet in regular session on Tuesday, November 13, 2018

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

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

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

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

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

**ELKO CITY HALL**  
1751 College Avenue, Elko, NV 89801  
Date: Time Posted: November 7, 2018 at 8:30 a.m.

**ELKO COUNTY COURTHOUSE**  
571 Idaho Street, Elko, NV 89801  
Date/Time Posted: November 7, 2018 at 8:40 a.m.

**ELKO POLICE DEPARTMENT**  
1448 Silver, Elko NV 89801  
Date/Time Posted: November 7, 2018 at 8:50 a.m.

**ELKO COUNTY LIBRARY**  
720 Court Street, Elko, NV 89801  
Date/Time Posted: November 7, 2018 at 9:00 a.m.

Posted by: Kim Wilkinson Administrative Assistant  
Name 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 7<sup>th</sup> day of November, 2018*

#### NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder  
Curtis Calder, City Manager

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.S.T., TUESDAY, NOVEMBER 13, 2018**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**APPROVAL OF MINUTES:      October 23, 2018      Regular Session**

**I.      PRESENTATIONS**

- A.      Reading of a proclamation in recognition of "Small Business Saturday" and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

**II.     PERSONNEL**

- A.      Employee Introductions:
  - 1) Benjamin Ritz, Mechanic I, Fleet Department
  - 2) Susan Drake-Shurtz, Human Resources Manager
  - 3) Kara Vera, Technical Assistant, Building Department

**III.    APPROPRIATIONS**

- A.      Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B.      Review and possible approval of Print 'N Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C.      Review and possible approval of Great Basin Engineering Contractors Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- D. Review, consideration, and possible award of a bid for a new Service Truck with body and crane for the Water Reclamation Facility, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved soliciting bids at the October 9, 2018 meeting. A Bid Tally Sheet will be provided prior to the Council meeting. RL

- E. Review, consideration, and possible approval of Change Order No.1 and issuance of final acceptance for Reuse Pipeline and Sanitary Sewer to the Elko Sports Complex Project (Railroad and River Crossing Project), and matters related thereto. **FOR POSSIBLE ACTION**

This difficult project has been completed. The original bid was for \$1,117,267.50. There was one change order for the project in the amount of 43,557.40, consisting of deductive amounts for removing one manhole and reducing the number of conduits from the Scope of Work, as well as additive amounts for additional drill rig and boring expenses. RL

- F. Review, consideration, and possible final acceptance of the 6<sup>th</sup> Street Storm Drain Repair-Phase 2, and matters related thereto. **FOR POSSIBLE ACTION**

At their August 14, 2018 meeting, Council awarded the bid for the 6<sup>th</sup> Street Storm Drain Repair-Phase 2, in the amount of \$59,175.60 to Great Basin Engineering Contractors. While performing this repair, on October 10, 2018, it was discovered that a significant amount of storm drain pipe downstream from this project is failing. The City of Elko deployed a camera in the storm drain for approximately 150 additional feet of the culvert and found numerous areas to be compromised and in danger of failing. The potential failure of this storm drain necessitated an emergency repair to protect the public health, welfare or safety of the public. Failure of this storm drain would pose significant risk of flooding to numerous areas, as this is a main drainage structure for the City of Elko. Great Basin Engineering Contractors has satisfactorily completed these repairs. DS

- G. Review, consideration, and possible final acceptance of the Centennial Park Electrical Improvements, and matters related thereto. **FOR POSSIBLE ACTION**

At their July 25, 2017 meeting, Council awarded the Centennial Park Electrical Improvement Project to Intermountain Electrical Contractors, in the amount of \$140,728.20. There was one monetary change order during construction in the amount of \$31,035.89. There was an adjustment in quantities that saved \$1,343.50. The total project cost was \$170,420.59. This project was substantially completed on November 14, 2017, but had issues with the asphalt paving that the contractor needed to address in warmer weather. The issues were addressed this fall, and Staff recommends final acceptance. BT

#### 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 Platt 11-18. CL

#### V. NEW BUSINESS

- A. Review, consideration, and possible authorization to reschedule the City Council Meeting from December 25, 2018 to Tuesday, December 18, 2018, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval of a Water Meter Grant Policy and Water Meter Grant Application, and matters related thereto. **FOR POSSIBLE ACTION**

The Annual Water Department Budget has included \$20,000.00 for a Water Meter Grant Program for several years. However, a grant policy and grant application form was never acted upon or approved by Council. The purpose of this item is to request formal action by Council to approve, or direct Staff to modify, each of these two documents. RL

- C. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

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

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



- D. Review, consideration, and possible approval to accept Mr. Knight's repudiation of the previous sale of APN 001-066-005, consisting of city-owned property at the intersection of Eighth and Elm Streets, pursuant to NRS 268.061(e)(1)(II), and to proceed with the statutory process required to sell the parcel pursuant to NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has received a request from Mr. Don Knight to purchase a parcel of city owned property adjacent to his residence located at 772 Elm Street. The City of Elko Land Inventory was updated May 9, 2017 to list this APN for disposal. City Council at their May 23, 2017 meeting determined that the property was not economically viable and approved selling the property directly to Mr. Knight. One of the conditions was that Mr. Knight merge both parcels. Mr. Knight has since communicated to City Staff that he will not merge the parcels and will therefore not satisfy the Council's condition. As a result, Mr. Knight has repudiated the sale of the parcel to him pursuant to NRS 268.061(e)(1)(II).

NRS 268.062 allows for the sale of any real property at auction after adopting a resolution declaring its intention to sell the property at auction. CL

- E. Consideration and possible authorization to solicit statements of interest and qualifications for engineering services at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Regional Airport currently has a Professional Services Agreement with Jviation, Inc. for engineering services at the airport. The current contract agreement will expire January 14, 2019. The FAA requires that every five (5) years the airport re-advertise for consultants to provide engineering services. JF

- F. Review and possible approval of a Lease Agreement with the Bureau of Land Management, for the operation and use of the Elko Interagency Fire Dispatch and Helibase, and matters related thereto. **FOR POSSIBLE ACTION**

On September 24, 1997 BLM entered into lease agreement with the Elko Regional Airport for a period of twenty years, which has expired. The annual revenue generated from this Lease Agreement will be \$11,310.00. In addition, a 2% per year escalator was included in the Lease Terms. The Lease will be for a period of Twenty (20) years commencing upon the execution of the Agreement. JF

- G. Review, consideration and possible approval of an amendment to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, for sanitation service in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Elko Sanitation Company currently provides sanitation service in the City of Elko pursuant to an agreement dated June 11, 2012, as amended. Elko Sanitation is requesting that the rate schedule be amended pursuant to Section 15.01 (CPI Based Change) of the agreement. The request is to be made in writing. Such request is to be accompanied by statement from an independent certified public account that the

contractor's cost of doing business has increased at a rate at least equal to the increase in CPI. The fees or compensation may be increased every two years at an amount equal to the net percentage change in the CPI less one percent. SAW

- H. Review, consideration, and possible approval of an amendment, adding a service, to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, for sanitation service in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Elko Sanitation Company currently provides sanitation service in the City of Elko pursuant to an agreement dated June 11, 2012, as amended. Elko Sanitation is requesting that the rate schedule be amended by adding a service and additional fees as provided for under section 14.01 of the agreement. Addition of a service requires amendment to the fee schedule and approval of the proposed fees by the city council. The additional service would be a four yard front loader container for commercial accounts. The additional fees would be for the 4 yard container fees and related fees rollout fee. The proposed amendment is identified as the third amendment to the agreement. SAW

- I. Consideration and possible approval of temporary waivers of the mandatory connection to public sewer for four (4) additional building permits associated with APN 001-633-030, pursuant to City Code 3-2-3 (B)(4), and matters related thereto. **FOR POSSIBLE ACTION**

Great Basin Estates Phase 2 and Phase 3 Maps are currently pending NDEP approval. On October 9, 2013, the City Council approved one (1) waiver associated with APN 001-633-030.

Since NDEP has not yet approved the maps, "public sewerage and water supply" are technically unavailable, thereby requiring City Council approval of a waiver of the mandatory connection to public sewer requirement. Additionally, Staff believes that unless a variance is granted by the Planning Commission, only one (1) building permit can be approved per parcel. CC

## **VI. RESOLUTIONS AND ORDINANCES**

- A. First reading of Ordinance No. 834, an amendment to the City Zoning Ordinance, specifically Title 3, Chapter 3, of the Elko City Code entitled "Subdivisions", specifically a repeal and replacement of the chapter, and matters related thereto. **FOR POSSIBLE ACTION**

Planning Commission at their May 1, 2018 meeting, initiated an amendment to the City Zoning Ordinance, Section 3-3. It was further discussed at the August 7, 2018 meeting. A motion was made to have a special meeting with City Council and Planning Commission on September 18, 2018. From that meeting a special working group was formed and they held two meetings, October 4<sup>th</sup> and 17<sup>th</sup>, 2018 to finalize the changes to the code. Planning Commission took action at their November 6, 2018 meeting to recommend to City Council to adopt Ordinance 834. CL

- B. First reading of Ordinance No. 836, an amendment to the City Zoning Ordinance, specifically an amendment to Title 3, Chapter 4, Section 2 of the Elko City Code entitled "Planning Commission", and matters related thereto. **FOR POSSIBLE ACTION**

After the September 6, 2018 Planning Commission meeting, it was discovered that the existing Elko City Code 3-4-2 and Resolution 1-95 had conflicting information regarding the quorum for official action. This change will bring the Elko City Code into conformance with Resolution 1-95. Planning Commission took action at their November 6, 2018 meeting to recommend to City Council to adopt Ordinance 836. CL

- C. Review and approval of the Elko City Election held November 6, 2018 and its results, including the adoption of Resolution No 28-18, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to Nevada Revised Statutes 293C.387, the election returns from a general city election must be filed with the City Clerk. No person may handle, inspect or in any manner interfere with the returns until they are canvassed by the Mayor and the governing body of the City. The canvass must be completed on or before the sixth working day following the election (November 14, 2018). After the canvass is completed, the governing body of the City and Mayor shall declare the result or the canvass. KW

- D. Review, discussion, and consideration for a possible donation of two (2) Elko Police Department used patrol vehicles to Nevada Peace Officers Standards and Training (POST), and matters related thereto. **FOR POSSIBLE ACTION**

Elko PD has been approved to purchase two new patrol vehicles for School Resource Officer use in FY 18/19. Anticipated delivery of new cars is early spring 2019. Upon delivery of the new vehicles, the current vehicles will be relegated to backup use, allowing two (2) older Ford Crown Victoria's to be removed from city fleet. The vehicles have approximately 181,000 and 111,000 miles on them, respectively, and have reached useful service limits for Elko Police Department; however, can be utilized in a training function.

Nevada POST relies upon donated vehicles from agencies for their fleet of vehicles utilized in teaching the Emergency Vehicle Operations Course (EVOC). POST recently requested vehicles, as their fleet has become unserviceable due to age and use. Chief Reed sits on the POST Commission and was made aware of this need. If donated, these two (2) units will serve cadets in POST academy classes, including Elko Police Department cadets and would assist in fulfilling the needs of POST. Elko Police Department is asking to donate the vehicles to POST, transferring ownership to them. BR

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

- A. Review, consideration, and possible action to accept a petition for the vacation of a portion of the D Street and Cedar Street Right-of-Way consisting of an area approximately 2, 467.89 sq. ft., filed by A.M. Engineering and processed as Vacation No. 2.18, and matters related thereto. **FOR POSSIBLE ACTION**

The existing non-conforming parking is within the City of Elko Right-of Way. The property has been vacant for more than 12 months and has lost all legal non-conforming status. Without the vacation, the use of the property would be severely compromised. CL

- B. Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and possible issuance of a Regular Retail Liquor License to Jurine Armstrong, dba Hunter Ray's, located at 245 3<sup>rd</sup> Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

See attached memo from Police Chief Ben Reed, Jr. BR

## **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. Administrative Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

## **COMMENTS BY THE GENERAL PUBLIC**

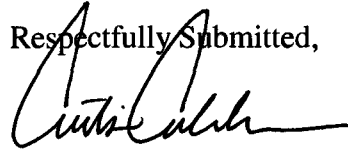
Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible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

**NOTE:** The Mayor, Mayor Pro Tempore, or other Presiding Officer of the City Council reserves the right to change the order of the agenda, and if the agenda has not been

completed, to recess the meeting and continue on another specified date and time. Additionally, the City Council reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

## **ADJOURNMENT**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the text "Respectfully Submitted,".

Curtis Calder  
City Manager

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

SS     October 23, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, October 23, 2018.

This meeting was called to order by Mayor Chris Johnson.

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**       Chris J. Johnson

**Council Present:**    Councilman John Rice  
                          Councilwoman Mandy Simons  
                          Councilman Robert Schmidtlein  
                          Councilman Reece Keener

**City Staff Present:** Ryan Limberg, Utilities Director  
                          Kelly Wooldridge, City Clerk  
                          Dennis Strickland, Public Works Director  
                          Cathy Laughlin, City Planner  
                          Candi Quilici, Accounting Manager  
                          Mike Haddenham, WRF Superintendent  
                          Jack Snyder, Deputy Fire Chief  
                          John Holmes, Fire Marshal  
                          Ben Reed Jr., Police Chief  
                          James Wiley, Parks and Recreation Director  
                          Jim Foster, Airport Manager  
                          Bob Thibault, Civil Engineer  
                          Jeff Ford, Building Official  
                          Dave Stanton, City Attorney  
                          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**

Councilman Keener reminded everyone of Council's position on some of the items on the Election Ballot: Marsy's Law (Vote Yes on Question 1) and the Energy Initiative (Vote No on Question 3).

*The minutes were approved by general consent.*

## **I.      PRESENTATIONS**

- B.      Presentation by Komatsu Mining Corporation, President John Pfisterer and the General Contractor, Hughes, and matters related thereto. **INFORMATION ONLY- NON ACTION ITEM**

John Pfisterer, Komatsu Mining Corporation, thanked Council and staff for their help getting the Komatsu Mining project going. He gave a presentation (Exhibit "A"). This will be the largest Komatsu combined service center in North America. He said the waterline was a big reason they broke ground and they are looking forward to the sewer line being installed. They will use septic until the sewer line can be completed.

Councilman Keener added that both Newmont and Barrick donated money for that waterline installation because they recognized the importance of developing that area. Their donations made it so we could complete that project.

- A.      Reading of a proclamation by the Mayor in recognition of Go the Extra Mile Day, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Johnson read the Proclamation.

## **II.     PERSONNEL**

- A.      Employee Introductions:

- 1.)      Kara Vera, Technical Assistant, Building Department  
*Not Present.*
- 2.)      Casey Berry, Building Permit Technician, Building Department  
*Present and introduced.*
- 3.)      Matthew Theuret, Parks Maintenance Technician I, Parks Department  
*Present and introduced.*

## **III.    APPROPRIATIONS**

- C.      Review, consideration, and possible approval for the City of Elko to apply for a grant from the Nevada Off-Highway Vehicles Program through the Nevada Department of Conservation and Natural Resources, including a letter of support from the Elko City Council, and matters related thereto. **FOR POSSIBLE ACTION**

The Nevada Commission on Off-Highway Vehicles was created on July 1, 2011 to promote responsible off-highway vehicle (OHV) recreation in the State of Nevada. The Commission uses OHV registration proceeds to award grants for

projects relating to OHV trails and facilities in the State of Nevada. Approximate funding available across the State for Fiscal Year 2019 is \$950,000.

The City Council approved a work group regarding a possible OHV ordinance on September 11, 2018. The group held the first meeting on October 10, 2018. At this time the City was informed about the grant opportunity and invited to apply. The grant does not require matching funds, however the grant will score higher for documentation of in-kind resources. The amount the City will request is undetermined at this point, however discussion in the workgroup centered around three goals for a possible grant application: 1) Develop an ordinance outlining OHV use in the City of Elko and a City of Elko OHV program; 2) Develop public outreach and awareness regarding the ordinance, N.R.S. and other related regulations; and 3) Develop the law enforcement approach to public education regarding personal/environmental safety and code enforcement. The grant is due November 1, 2018. KW

Kelly Wooldridge, City Clerk, explained she and Chief Reed will be writing the grant. The grant focuses on thirteen items but we will be looking at planning, mapping and signing, safety training and education and OHV compliance.

**\*\* A motion was made by Councilman Rice, seconded by Councilman Keener, to direct staff to apply for a grant from the Nevada Off-Highway Vehicles Program through the Nevada Department of Conservation and Natural Resources and include a letter of support from the Council.**

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

#### **IV. SUBDIVISIONS**

- A. Review, consideration and possible acceptance of Public Improvements for the Tower Hills Phase I Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved the Final Map 4-18 on April 24, 2018. An Agreement to Install Public Improvements and a Performance Guarantee was entered into on May 22, 2018.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with a few minor outstanding items. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the City Council, the Developer is required to provide maintenance security in the amount of \$109,577.00 for a 12 month maintenance period. The maintenance security is on deposit with the City. CL

Cathy Laughlin, City Planner, explained this is the final step in the Tower Hills Phase 1 Subdivision. In the packet is the certification from the engineer for the final improvements that were required. We have the maintenance security on deposit with the City. She recommended approval.



**\*\* A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, for acceptance of public improvement for the Tower Hills Phase 1 Subdivision. The maintenance period is to run from October 9, 2018 to October 9, 2019.**

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

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

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

Ms. Laughlin explained the Planning Commission reviewed this application. It was pushed back as much as they could because they had not received the engineer's estimate. We were on the tail end of the NRS requirement of 60 days, so the Final Map had to be on this agenda. Normally we would have the Performance Agreement on the agenda as well, but without the engineer's estimate, they could not prepare the Performance Agreement. It will be on the next agenda. She explained the subdivision.

Katie McConnell, Attorney, explained Mr. Capps is on medical leave out of the country. They asked that this agenda item be tabled so Mr. Capps could be present. He won't be back until late next week from Europe. She questioned the NRS Statute requirement of 60 days because she could not find it.

Ms. Laughlin and City Attorney, Dave Stanton, looked up the statute and agreed that the item could be tabled.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Keener, to table this item.**

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

## **V. NEW BUSINESS**

- A. Review, consideration, and possible approval of Settlement Agreement with Smith Power Products Inc., and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko purchased a new generator from Smith Power Products Inc. After reviewing the specifications and submittals, the City built a new concrete pad for the generator to sit on. When the generator arrived, the enclosure for the generator was much larger than the original specs and the power stub up was located in a different location than the original specs indicated. This resulted in the pad being too small and the power stub up being built in a location that doesn't work.

To rectify this situation, Smith has agreed to pay for the cost of enlarging the pad.  
MH

Ryan Limberg, Utilities Director, explained the pad was built around the design criteria for the enclosure. The original manufacturer, who was building the enclosure for Smith, went out of business and another manufacturer completed it. When it was received, the dimensions were not what they were approved to be.

**\*\* A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to approve the Settlement Agreement with Smith Power Products Inc.**

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

- B. Review, consideration, and possible action to initiate Ordinance 837, an amendment to Title 4, Chapter 9 of the Elko City Code entitled "Prostitution," and matters related thereto. **FOR POSSIBLE ACTION**

Police Chief Ben Reed, Jr is recommending changes to the Brothel Code. If initiated, the proposed Ordinance will require the City Clerk's Office prepare a business impact statement. BR

Chief Reed explained earlier this year they started looking at the Brothel Code and thought it was a good idea to clean it up. He explained some of the proposed changes and proposed resolutions for the fees. He has met with each of the brothel owners and let them know that the fees may be going up. He showed a list of fees other towns/counties charge for brothels (Exhibit "B").

Mayor Johnson wondered if they should be specific about fees in this meeting.

Dave Stanton, City Attorney, agreed that Council should be cautious regarding that. The meeting is agenzied to begin the Business Impact Statement process after tonight.

Councilman Rice spoke about human trafficking and the prostitutes having interpreters during their checkups. We want to ensure the citizens that there is no human trafficking in our community.

Mr. Stanton said the draft ordinance was on his desk and he would add language to that effect.

Chief Reed said they used an interpreter service a while ago and that cost a couple hundred dollars. That is an expense that the brothels need to cover in their fees. He will probably revamp the forms they fill out at the Police Department since they are outdated.

Kathleen Ornelas, Desert Rose Brothel, said the counties with the highest fees have larger communities with more visitors to their establishments. The income levels at those brothels are much higher than what they experience in Elko. She agreed with Councilman Rice and there has to be protection for the women. Some women have worked illegally in the past and they need legal protection in what they do.

Councilman Keener asked her thoughts on going from five brothels to four.

Ms. Ornelas thought this community could handle a reduction in the number of brothels. She was worried about it being reduced to the point where legal workers are not allowed. The workers should have a title change because "prostitute" is demeaning.

Chief Reed said the old school approach of having the workers sequestered in the brothels is no longer necessary. They have good working relationships with the brothels and pull cards if there is a problem. With the code, in theory, there is some protection there for the public. They want to clean up the code and make it more modern.

Councilman Keener said he was good on the reduction of establishments.

Mr. Stanton said he would put that in his draft as well.

**\*\* A motion was made by Councilman Rice, seconded by Councilwoman Simons, to approve the initiation of Ordinance No. 837, an amendment to Title 4, Chapter 9 in the Elko City Code entitled "Prostitution," and initiate the Business Impact Statement process, and then refer the matter for first reading.**

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

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

- A. Possible issuance of a Regular Packaged Liquor License to Ajit Singh and Jasjit Kaur Hira, dba Elko Food Mart (Hawara, Inc.), located at 2210 North 5<sup>th</sup> Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

A Memo from Police Chief Ben Reed, Jr. has been included in your packet. BR

Chief Reed explained there was an existing liquor license at this location. There is a new owner. They had some information of liquor being sold to minors at that location under the previous owner. He met with the owner and then conducted an alcohol buy program in the City and at this location. They were refused at this location. The background investigation was completed successfully. The applicants were in the audience to answer questions.

**\*\* A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to issue a Regular Packaged Liquor License to Ajit Singh and Jasjit Kaur Hira, dba Elko Food Mart (Hawara, Inc.), located at 2210 North 5<sup>th</sup> Street in Elko.**

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

## II. PERSONNEL (Cont.)

- B. Review, consideration and possible recognition of the Sergeant Supervisory Unit as a separate bargaining unit under the Elko Police Officers Protective Nevada Association (EPOPA) of Public Safety Officer Communications Workers of America AFL/CIO, Local 9110, including possible approval of the corresponding Collective Bargaining Agreement between the City of Elko and the Sergeants Supervisory Unit of the EPOPA, July 1, 2017 – June 30, 2019, and matters related thereto. **FOR POSSIBLE ACTION**

The Nevada EMRB's decision dated August 29, 2018, ruled that the City of Elko Police Sergeants are supervisory employees as defined in NRS 288.075(1)(a), and therefore must be excluded from the bargaining unit of the employees they direct pursuant to the language of NRS 288.170(3). A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. AB

**Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.**

Chief Reed explained Aubree Barnum handled the negotiations. This item is related to the next item. The negotiations were put on hold about a year and half ago when there was a question about the Police Sergeants being in the same bargaining unit as the employees they direct. The EMRB gave their decision and the negotiations were quickly wrapped up. They can stay in the same association but they need to be in a separate bargaining agreement. He went over some changes in the agreement. If council was good with this, the motion would need to reflect that there is a new bargaining unit.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilman Rice, to recognize the Sergeants Supervisory Unit as a separate bargaining unit under the Elko Police Officers Protective Nevada Association, a Public Safety Officer Communications Workers of America AFL/CIO, Local 9110, and approve the Collective Bargaining Agreement between the City of Elko and the Sergeants Supervisory Unit of the EPOPA, July 1, 2017 through June 30, 2019.**

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

- C. Review, consideration and possible approval of an Agreement between the City of Elko, and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL/CIO Local 9110, July 1, 2017 – June 30, 2019, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2017/2018 and FY 2018/2019. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. AB

**Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.**

Chief Reed explained this is pretty much the same as the previous one but does not include the sergeants.

**\*\* A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the Collective Bargaining Agreement between the City of Elko and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL/CIO Local 9110, July 1, 2017 through June 30, 2019.**

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

### **III. APPROPRIATIONS (Cont.)**

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

**\*\* A motion by Councilman Rice, seconded by Councilwoman Simons, to approve the regular warrants.**

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

B. Review and possible approval of Great Basin Contractors Engineering, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve Great Basin Engineering Contractors warrants.**

*The motion passed. (4-0 Councilman Schmidtlein abstained.)*

### **VII. REPORTS**

A. Mayor and City Council

*Councilman Keener attended the mandatory firearm training with the Police Department last week. He learned a lot. He also attended the School Resource Officer diversion training held on Saturdays for kids that are caught with drugs at school. Chip Stone was there too. He was impressed with Officer Gustafson with his presentation to the children and their parents. He went to the Senior Center for lunch today and Mrs. Gustafson thanked the City for their partnership with their operations and facilities. He welcomed the Boy Scout and his parent that were present in the audience.*

*Councilwoman Simons thanked everyone for what they did last weekend to prepare for the Trump Rally.*

*Mayor Johnson said he went to the Mayor's Conference in Las Vegas during the last Council Meeting. After the Trump event, on Monday, there were a couple of interviews. He was complimented on the City Logo.*

*Councilman Rice acknowledged the Chamber and their Government Affairs Committee and the candidate forums that have been going on.*

*Mayor Johnson said the Subdivision Planning Committee has finished and will be moving forward to Planning Commission in November.*

- B. City Manager
- C. Assistant City Manager
- D. Utilities Director

*Ryan Limberg reported a natural gas line was broken by a contractor at the WRF last week. They were worried that the timing was perfect for a smelly visit for the President. The contractor ordered the parts to fix it but the parts didn't get there in time. SW Gas stepped up and ordered some parts too. They were able to get it repaired on Friday and the Airport was not smelly after all. They are in the process of getting SOQ's for the design of the sewer system. Those SOQ's will be rated and brought back to Council for the official selection.*

- E. Public Works

*Dennis Strickland reported they had what constitutes an emergency repair on 6<sup>th</sup> Street while working on the storm drain. While performing repairs, it was discovered that a significant portion of the storm drain downline had failed. They needed to perform an emergency repair for the health, safety and welfare of the community. Additional storm drainpipe was purchased to continue with the repair. They ordered 160 feet of pipe. As soon as they got that installed it caved in again. They ordered more pipe and have installed another \$92,000 worth of pipe. They have added \$113,000 to the storm drain project. As they were tying in today, they found some material they thought they could tie into. The pipe was just rotted. That was probably some of the oldest infrastructure that can be found in the City.*

- F. Airport Manager

*Jim Foster reported the Part 139 Inspection was cancelled last week by the FAA. The two construction projects are making significant progress. He thanked everyone that helped with the Trump event, before, during and after.*

- G. City Attorney
- H. Fire Chief
- I. Police Chief

*Chief Reed reported on the President Trump visit at the Elko Airport and gave a presentation (Exhibit "C").*

- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Administrative Services Director
- N. Parks and Recreation Director

*James Wiley reported the Golf Course will be closing for the season at the end of the month. The Parks Department has closed the restrooms for the winter and they are finishing up with the irrigation. The pool was taken off the geothermal system because they were not getting enough heat, and they switched over to the boilers. Nikki Johnson, Pool Manager, was walking around the pool building and saw some settling issues. Bob Thibault and Jeff Ford recommended that they consult with a structural engineer to get their*

*recommendation. This Friday will be the Pumpkin Bob at the pool and the Trunk or Treat in the pool parking lot. The Sports Complex is continuing to progress nicely.*

- O. Civil Engineer
- P. Building Official

#### **COMMENTS BY THE GENERAL PUBLIC**

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

***There were no public comments.***

There being no further business, Mayor Chris Johnson adjourned the meeting.

---

Mayor Chris Johnson

---

Kelly Wooldridge, City Clerk

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

1. Title: **Review, consideration, and possible approval of Change Order No. 1 and issuance of final acceptance for Reuse Pipeline and Sanitary Sewer to the Elko Sports Complex Project (Railroad and River Crossing Project), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This difficult project has been completed. The original bid was for \$1,117,267.50. There was one Change Order for the project in the amount of 43,557.40, consisting of deductive amounts for removing one manhole and reducing the number of conduits from the Scope of Work, as well as additive amounts for additional drill rig and boring expenses. RL**
6. Budget Information:  

**Appropriation Required: \$1,160,824.90**  
**Budget amount available: \$930,000.00**  
**Fund name: WRF**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Invoice, Ruby Dome C.O. request letter, Konakis Memo**
9. Recommended Motion: **Move to approve Change Order No. 1 and issue final acceptance**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



# Ruby Dome, Inc.

GENERAL ENGINEERING CONTRACTOR  
NV Lic. # 14291 CA Lic. #509264-A Hazardous

Earthwork

Utilities

Paving

Trucking

Aggregates

6525 E. Idaho Street | Elko, Nevada 89801 | 775 738 2154 | 775 738 8063 Fax | rubydome@frontiernet.net

10/19/2018

City of Elko

Change Order Request - Change Order No. 1

Attn: Ryan Limberg

City of Elko Sports Complex Project

Based on soils reports that were provided to bidders from the City of Elko, Ruby Dome, Inc. with help from United Rentals Pump Solutions, designed a dewatering system to encompass both boring and receiving pit locations. The well point system would surround each area with dewatering piping bored into the ground to 23' in depth and at 4' on center. These pipes were then connected to a manifold then to a suction pump and discharged. This system should have pumped all water out of bore pit area and below. Upon initial boring (water jetting), we found refusal at approximately 13'. Trying boring additional holes, all refused between 12' and 14' depth.

Believing we hit large cobble that stopped the jetting method, we brought in a hollow stem auger drill to punch through to 23' on each hole (23' dewatering depth was chosen. Deepest bore pit was 18').

After punching all holes, we were informed by a drilling technician that we were drilling into siltstone. The ground water flows above the silt stone, thus our dewatering design would not give us the "core of depression" needed for a dry bore pit. We added two 4" pumps to the boring and receiving pits along with a 4" submersible to keep water at bay. One pump's cost is offset by the original design.

Our boring contractor was also impacted by the silt stone material encountered in the deeper bore (sewer). His quote, based on assumed soils, did not include costs incurred by boring through siltstone (extremely dense).

Ruby Dome, Inc. hereby is asking for a change order request to cover additional costs incurred by itself and Silver State Boring.

Ruby Dome, Inc. costs incurred:

Owner operator/drill rig expense:	\$16,200.00
One additional 4" pump at \$2,994.09 per month:	\$5,988.18
Two months fuel 629.10 gallons:	\$2,201.22
Silver State Boring:	\$36,465.00
Less manhole not installed	(12,500.00)
Less conduit not installed	( 4,797.00)
<b>TOTAL CHANGE +</b>	<b>\$43,557.40</b>



Stephen P. Dorsa

Ruby Dome, Inc. President

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

Project: 181028 City Bore/trench reuse

Application No: 3  
Invoice No: 27074  
Period To: 10/19/2018

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

Via(Architect): Farron Konakis

Architect's  
Project No: PWP-EL-2018-142  
Invoice Date: 10/19/2018  
Contract Date:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	43,557.40	0.00
<b>TOTALS</b>	<b>43,557.40</b>	<b>0.00</b>
Net change by change orders	43,557.40	

1. ORIGINAL CONTRACT SUM.....	\$ 1,117,267.50
2. Net change by Change Orders.....	\$ 43,557.40
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$ 1,160,824.90
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 1,160,824.90
5. RETAINAGE.....	\$ 116,082.49
6. TOTAL EARNED LESS RETAINAGE.....	\$ 1,044,742.41
(Line 4 less Line 5)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 945,306.45
(Line 6 from prior Certificate)	
8. SALES TAX.....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 99,435.96
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 116,082.49
(Line 3 less Line 6)	

Final Billing

Reviewed FSK 10/19/2018

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 and demobilization	99,500.00	79,600.00	19,900.00	0.00	99,500.00	100	0.00	9,950.00
2	Clear & strip the topsoil	5,025.00	5,025.00	0.00	0.00	5,025.00	100	0.00	502.50
3	Remove & install 12" pipe, bends, fittings & blocks	6,000.00	0.00	6,000.00	0.00	6,000.00	100	0.00	600.00
4	Install 12" HDPE IPS DR11 to RW 33+65	5,760.00	2,880.00	2,880.00	0.00	5,760.00	100	0.00	576.00
5	Bore, jack & case 24" steel casing	246,132.00	246,132.00	0.00	0.00	246,132.00	100	0.00	24,613.20
6	Install 24" steel pipe casing	85,850.00	85,850.00	0.00	0.00	85,850.00	100	0.00	8,585.00
7	Place steel reinforced concrete encasement	44,375.00	44,375.00	0.00	0.00	44,375.00	100	0.00	4,437.50
8	Install 12" restrained joint ductile iron pipe	57,750.00	51,975.00	5,775.00	0.00	57,750.00	100	0.00	5,775.00
9	Install 12" gate valve, valve box & collar	4,800.00	2,400.00	2,400.00	0.00	4,800.00	100	0.00	480.00
10	Install 12" flanged end cap & thrust block	2,000.00	1,000.00	1,000.00	0.00	2,000.00	100	0.00	200.00
11	Construct 60" sewer manhole	28,000.00	22,400.00	5,600.00	0.00	28,000.00	100	0.00	2,800.00
12	Const. 48" sewer manhole at Sta. SS 0+22.13	12,500.00	0.00	12,500.00	0.00	12,500.00	100	0.00	1,250.00
13	Const. 48" sewer manhole at Sta. SS 4+6.19	12,500.00	12,500.00	0.00	0.00	12,500.00	100	0.00	1,250.00
14	Const. 12" sewer between manhole No. 1 & No. 2	13,000.00	13,000.00	0.00	0.00	13,000.00	100	0.00	1,300.00
15	Bore, jack & install steel casing under the UPRR	301,740.00	301,740.00	0.00	0.00	301,740.00	100	0.00	30,174.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			D FROM PREV. APPLICATION (D+E)	E THIS PERIOD					
16	Install 24" steel casing by trenching methods	68,068.00	68,068.00	0.00	0.00	68,068.00	100	0.00	6,806.80
17	Install DI pipe from manhole No. 2 to No. 3	58,650.00	58,650.00	0.00	0.00	58,650.00	100	0.00	5,865.00
18	Place concrete encasement around 24" steel casing	44,375.00	44,375.00	0.00	0.00	44,375.00	100	0.00	4,437.50
19	Install 12" gravity sewer	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	250.00
20	Install 1 1/4" conduits inside 24" reuse pipe casing	11,992.50	7,195.50	4,797.00	0.00	11,992.50	100	0.00	1,199.25
21	Spread topsoil & seed	6,750.00	675.00	6,075.00	0.00	6,750.00	100	0.00	675.00
22	Change Order No. 1	43,557.40	0.00	43,557.40	0.00	43,557.40	100	0.00	4,355.74
Totals		1,160,824.90	1,050,340.50	110,484.40	0.00	1,160,824.90	100	0.00	116,082.49

*Susan Sand*  
*Ruby Dome Inc*

# KONAKIS ENGINEERING, LLC

Civil & Water Resources Engineering  
Land Surveying

225 Silver Street, Suite 106  
Elko, Nevada 89801  
775.738.5319



October 19, 2018

Mr. Ryan Limberg  
Utilities Director  
City of Elko  
1751 College Avenue  
Elko, Nevada 89801

RE: Change Order No. 1 to the Reuse and Sanitary Sewer Extensions to the City of Elko Sports Complex Project (Public Works Project No. PWP-EL-2018-142).

Dear Ryan:

I have reviewed Change Order Request No. 1 submitted by Ruby Dome Inc. in the amount of \$43,557.40 for the additional construction costs related to dewatering and boring beneath the UPRR mainline corridor located to the south of (behind) the Elko County Jail facilities. I also met with Ruby Dome Inc. and discussed the additional costs presented in Change Order No. 1. In my opinion the additional costs requested are fair and reasonable. I would like to emphasize that Ruby Dome Inc. and Ruby Dome's subcontractors did a very good job of installing the 12-inch diameter reuse pipeline and the 12-inch diameter sanitary sewer. The Contractors installed both pipelines to the lines and grades shown on the project plans and complied with the project work specifications on a difficult project.

If you have any questions regarding this correspondence, or Project Change Order No. 1 please contact me at your convenience.

Sincerely,  
Konakis Engineering, LLC

Ferron S. Konakis, P.E.  
Consulting Civil Engineer

Cc: Mr. Curtis Calder, Elko City Manager  
Project File

FSK/tsk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the 6<sup>th</sup> Street Storm Drain Repair - Phase 2, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their August 14, 2018 meeting, Council awarded the bid for the 6<sup>th</sup> Street Storm Drain Repair–Phase 2, in the amount of \$59,175.60 to Great Basin Engineering Contractors. While performing this repair, on October 10, 2018, it was discovered that a significant amount of storm drain pipe downstream from this project is failing. The City of Elko deployed a camera in the storm drain for approximately 150 additional feet of the culvert and found numerous areas to be compromised and in danger of failing. The potential failure of this storm drain necessitated an emergency repair to protect the public health, welfare or safety of the public. Failure of this storm drain would pose significant risk of flooding to numerous areas, as this is a main drainage structure for the City of Elko. Great Basin Engineering Contractors has satisfactorily completed these repairs. DS**
6. Budget Information:  

**Appropriation Required: \$164,171.20**  
**Budget amount available: \$164,171.20**  
**Fund name: Street Department – Storm Drains and Gutters**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A spreadsheet showing the quantities bid and the final installed quantities is included in your agenda packet. Letter dated October 11, 2018, stating reason for emergency repair per Jonnye Jund, Administrative Services Director.**
9. Recommended Motion: **Approve final acceptance of the 6<sup>th</sup> Street Storm Drain Repair - Phase 2 to Great Basin Engineering in the amount of \$164,171.20.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Bob Thibault, P.E., Staff Engineer; Pamela Lattin, Great Basin Engineering Contractors at [greatbasinelko@gmail.com](mailto:greatbasinelko@gmail.com)**



## Final Quantity Adjustment

City of Elko  
6th Street Storm Drain Repair  
GB18-009

ITEM	DESCRIPTION	Bid Quantity				Change in Quantity			Installed Quantities		
		QTY.	UNIT	PRICE	EXTENSION	QTY.	PRICE	EXTENSION	QTY.	PRICE	EXTENSION
1	Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00	0	\$ 5,500.00	\$ -	1	\$ 5,500.00	\$ 5,500.00
2	Traffic Control	1	LS	\$ 2,750.00	\$ 2,750.00	0	\$ 2,750.00	\$ -	1	\$ 2,750.00	\$ 2,750.00
3	Remove & Dispose of Asphalt	3400	SF	\$ 0.67	\$ 2,278.00	-1640	\$ 0.67	\$ (1,098.80)	1760	\$ 0.67	\$ 1,179.20
4	Remove and Dispose of 48" Arched CMP	110	LF	\$ 201.26	\$ 22,138.60	240	\$ 201.26	\$ 48,302.40	350	\$ 201.26	\$ 70,441.00
5	Construct 48" HDPE Pipe	110	LF	\$ 183.26	\$ 20,158.60	240	\$ 183.26	\$ 43,982.40	350	\$ 183.26	\$ 64,141.00
6	Import, Place, Compact Base	126	CY	\$ 50.40	\$ 6,350.40	274	\$ 50.40	\$ 13,809.60	400	\$ 50.40	\$ 20,160.00
					\$ 59,175.60						\$ 164,171.20



City of Elko Public Works/Streets  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7241  
FAX (775) 777-7249

October 11, 2018

Elko City Council

The City of Elko is currently under contract with Great Basin Engineering Contractors for the 6<sup>th</sup> Street Storm Drain Repair – Phase 2. While performing this repair, on October 10, 2018, it was discovered that a significant amount of storm drain pipe downstream from this project is failing. The City of Elko deployed a camera in the storm drain for approximately 150 additional feet of the culvert and found numerous areas to be compromised and in danger of failing. The potential failure of this storm drain necessitated an emergency repair to protect the public health, welfare or safety of the public. Failure of this storm drain would pose significant risk of flooding to numerous areas, as this is a main drainage structure for the City of Elko.

The City of Elko has purchased additional storm drain pipe to perform this repair. This storm drain pipe is needed on a recurring basis and is used to protect the health, safety or welfare of the public (storm drain issues, flooding mitigation, etc). As this pipe is not readily available in our market area, we feel it is necessary to have additional pipe on hand in the event it is needed for emergency repairs of our storm drain infrastructure.

In closing, the Public Works Department will have a report available on the additional expenditures for this emergency repair at the next City Council meeting.

Respectfully,

Dennis Strickland  
Public Works Director

cc: Curtis Calder, City Manager  
Scott Wilkinson, Assistant City Manager  
Joyne Jund, Administrative Services Director

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Centennial Park Electrical Improvements, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their July 25, 2017 meeting, Council awarded the Centennial Park Electrical Improvement Project to Intermountain Electrical Contractors, in the amount of \$140,728.20. There was one monetary change order during construction in the amount of \$31,035.89. There was an adjustment in quantities that saved \$1,343.50. The total project cost was \$170,420.59. This project was substantially completed on November 14, 2017, but had issues with the asphalt paving that the contractor needed to address in warmer weather. The issues were addressed this fall, and Staff recommends final acceptance. BT**
6. Budget Information:  

**Appropriation Required: \$170,420.59**  
**Budget amount available: \$200,000.00**  
**Fund name: Chilton Centennial Tower**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Change Orders and final quantities**
9. Recommended Motion: **Approve Final Acceptance of the Centennial Parke Electrical Improvements by Intermountain Electrical Contractors in the Amount of \$170,420.59.**
10. Prepared By: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Deseret Rose, Intermountain Electrical Contractors:**  
**[deseret@iecelko.com](mailto:deseret@iecelko.com)**



# CENTENNIAL PARK ELECTRICAL IMPROVEMENTS

## 7/24/2017

NAME	Intermountain Electric
ADDRESS	2211 N 5th Street
CITY, STATE	Elko, NV
PHONE	775.753.3828

NO.	BID ITEM	Quantity	Unit	UNIT PRICE	TOTAL AMOUNT
1	3 Inch thick Asphalt Pavement Patch, Compacted in Place @ per Square Yard.	74	SY	\$ 92.25	\$ 6,826.50
2	Type 2 Aggregate Base Material, Compacted in Place, @ per Cubic Yard.	12	CY	\$ 38.00	\$ 456.00
3	Remove and Dispose of AC Pavement @ Per Square Foot.	663	SF	\$ 39.40	\$ 26,122.20
4	Install Antique Light Poles with Arms and Fixtures @ per Each.	2	EA	\$ 6,561.00	\$ 13,122.00
5	Install LP 1-5 Electrical Panel @ per Each.	1	EA	\$ 3,656.60	\$ 3,656.60
6	Install 150 A / 3P Breaker (LP-1) @ per Each.	1	EA	\$ 633.40	\$ 633.40
7	Install 100 A / 3p Breaker (LP-1) @ per Each	1	EA	\$ 490.49	\$ 490.49
8	Install N-36 Pull Boxes (or approved equal) @ per Each.	6	EA	\$ 269.70	\$ 1,618.20
9	Install N-9 Pull Boxes (or approved equal) @ per Each.	3	EA	\$ 202.58	\$ 607.74
10	Remove and Patch 'MP' @ per each.	1	EA	\$ 820.00	\$ 820.00
11	Install Conduit and Fittings @ per Lump Sum	1	LS	\$ 17,860.41	\$ 17,860.41

Quantity Billed	Amounts billed
74	\$ 6,826.50
12	\$456.00
663	\$26,122.20
2	\$13,122.00
1	\$3,656.60
1	\$633.40
1	\$490.49
6	\$1,618.20
3	\$607.74
1	\$820.00
1	\$17,860.41

NO.	BID ITEM	Quantity	Unit	UNIT PRICE	TOTAL AMOUNT
12	Install Wiring and Devices @ per Lump Sum	1	LS	\$ 7,503.60	\$ 7,503.60
13	Install 2'X3' Traffic Rated Pull Boxes @ Per Each	3	EA	\$ 1,343.50	\$ 4,030.50
14	Trenching for NV Energy Mainline Conduits @ Per Lineal Foot.	466	LF	\$ 39.62	\$ 18,462.92
15	Trenching for all other Conduits @ per Lineal Ft.	414	LF	\$ 18.90	\$ 7,824.60
16	Remove and Replace Concrete Valley Gutter @ Per Square Foot	20	SF	\$ 35.78	\$ 715.60
17	Remove and Replace Barrier Curb @ Per Lineal Foot.	10	LF	\$ 33.58	\$ 335.80
18	Remove and Replace Curb and Gutter @ Per Lineal Ft.	10	LF	\$ 39.28	\$ 392.80
19	Install 612 Cable Vaults Per NV Energy Requirements @ Per Each	2	EA	\$ 14,342.00	\$ 28,684.00
20	Construct Sidewalk @ Per Square Foot	36	SF	\$ 15.69	\$ 564.84
	TOTAL BASE BID				\$ 140,728.20

Quantity Billed	Amounts billed
1	\$7,503.60
2	\$2,687.00
466	\$18,462.92
414	\$7,824.60
20	\$715.60
10	\$335.80
10	\$392.80
2	\$28,684.00
36	\$564.84

	\$139,384.70
Change Order #3	\$31,035.89
Total Project Cost	\$170,420.59

**CITY OF ELKO, NEVADA**  
**CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 1**

Project: Centennial Park Elcectrical

Date of Issuance: August 23, 2017

Contractor: Intermountain Electrical Contractors

Address: P.O. BOX 974

Elko, NV 89803

Engineer: CITY OF ELKO

**CONTRACT WORK CHANGE ITEMS:**

**Additional Days to minimise Road Closures**

DESCRIPTION	AMOUNT
15 days are being added to the contract to minimize road closures, maintain a better traffic flow, and minimize the amount of open trenching at any time throught the project area.	\$0.00

**Change In Contract Price**

Original Contract Price  
\$140,728.20

Contract Price Prior to This Change Order

\$140,728.20

Net Increase or Decrease in Contract Price

\$0.00

New Contract Price with all Change Orders

\$140,728.20

**Change In Contract Time**

Original Contract Time  
45 DAYS

Contract Time Prior to this Change Order

45 DAYS

Net Increase or Decrease in Days

15

New Contract Time with all Change Orders

60 DAYS

Recommended:



Engineer

Approved:



City of Elko

Approved:

Contractor

**CITY OF ELKO, NEVADA**  
**CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 2**

Project: Centennial Park Electrical Date of Issuance: October 26, 2017  
Contractor: Intermountain Electrical Contractors  
Address: P.O. BOX 974  
Elko, NV 89803 Engineer: CITY OF ELKO

**CONTRACT WORK CHANGE ITEMS:**

**Additional Days as Noted**

DESCRIPTION	AMOUNT
1) 7 days are added to the contract due to delays in the contract between the City and NV Energy.	\$0.00
2) 5 days are added due to heavy rains that soaked the trench and all of the backfill material on site.	\$0.00

**Change in Contract Price**

Original Contract Price  
\$140,728.20

Contract Price Prior to This Change Order

\$140,728.20

Net Increase or Decrease in Contract Price

\$0.00

New Contract Price with all Change Orders

\$140,728.20

**Change in Contract Time**

Original Contract Time  
45 DAYS

Contract Time Prior to this Change Order

60 DAYS

Net Increase or Decrease in Days

12

New Contract Time with all Change Orders

72 DAYS

Recommended:



Engineer

Approved:



City of Elko

Approved:

Contractor

**CITY OF ELKO, NEVADA**  
**CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 3**

Project: Centennial Park Ellectrical

Date of Issuance: November 20, 2017

Contractor: Intermountain Electrical Contractors

Address: P.O. BOX 974  
Elko, NV 89803

Engineer: CITY OF ELKO

**CONTRACT WORK CHANGE ITEMS:**

DESCRIPTION	AMOUNT
1) NV Energy trenching width required was approx. 40", plan called for 24".	\$6,282.18
2) Additional labor and equipment for 17 additional utility crossings that were not shown on the plans.	\$24,753.71

**Change In Contract Price**

Original Contract Price  
\$140,728.20

Contract Price Prior to This Change Order  
\$140,728.20

Net Increase or Decrease in Contract Price  
\$31,035.89

New Contract Price with all Change Orders  
\$171,764.09

**Change In Contract Time**

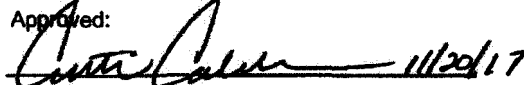
Original Contract Time  
45 DAYS

Contract Time Prior to this Change Order  
72 DAYS

Net Increase or Decrease in Days  
0

New Contract Time with all Change Orders  
72 DAYS

Recommended:  
  
Engineer

Approved:  
 11/20/17  
City of Elko

Approved:  
\_\_\_\_\_  
Contractor

Intermountain Electrical Contractors  
2363 5th Street #104  
Elko, NV 89801



### CONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME Centennial Park Electrical Improvements CHANGE ORDER # 1  
OWNER City of Elko CONTRACT # \_\_\_\_\_  
PROJECT NO 1  
DATE 6-Nov-17

**DESCRIPTION OF CHANGE TO CONTRACT:**

Trenching depth and width needed to meet NVE specs for underground utilities clearances and layout "Minimum width 40 inches on straight run"  
Additional labor and equipment for excavation and compaction including extended excavation by hand around additional buried utilities located -  
original bid based on 6 utility crossings, actual count of total utility crossings was 23

**Totals Per Item Day Impact to Scope**

\$	6,282.18	4
\$	24,753.71	12
\$	31,035.88	16

See attachments for additional supporting documentation Yes. \_\_\_\_\_ No XX

**Additive Costs**

A Labor \$22,020.00  
B Material \$1,139.57  
C Equipment \$5,054.87  
D Subtotal of Additive Cost \$28,214.44

**Deductive Costs (use minus sign to denote negative figures)**

E Labor \_\_\_\_\_  
F Material \_\_\_\_\_  
G Equipment \_\_\_\_\_  
H Subtotal of Deductive Cost \$0.00

I Contractor's Total Direct Cost (D+H) \$28,214.44

J Contractor Overheads (10%) \$2,821.44

K Total Contractor Direct Costs + Overheads \$31,035.88

L Total Subcontractor Direct Costs \$0.00

M Contractor's Mark-up on Subcontractor Direct Costs (10%) \$0.00

N Total Contractor Change Request From Original Contract (K+L+M) \$31,035.88

O Total Additional Days Added (+) or Reduced (-) From Original Contract 16 days additional

New Completion date: 30 November 2017

To the best of my knowledge and belief, I certify that all costs listed above are correct:

[Signature]  
Contractor Signature

11/20/17  
Date

Approved by Owner:

[Signature]  
Owner Signature

11/20/17  
Date

**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: November 13, 2018**
3. **Agenda Category: UNFINISHED BUSINESS**
4. **Time Required: 15 Minutes**
5. **Background Information: Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018 and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL**
6. **Budget Information:**
  - Appropriation Required: N/A
  - Budget amount available: N/A
  - Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Maps, P.C. action report, Staff reports and related correspondence.**
9. **Recommended Motion: Conditionally approve Final Plat No. 11-18 for the Great Basin Estates, Phase 3 subdivision subject to the conditions as recommended by the Planning Commission.**
10. **Prepared By: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review: Planning Commission**
12. **Council Action:**
13. **Agenda Distribution: Parrado Partners, LP**
  - Robert Capps – [robertcapps@cappshomes.com](mailto:robertcapps@cappshomes.com)**
  - 12257 Business Park Drive #1**
  - Truckee, CA 96161**

## **Curtis Calder**

---

**From:** Robert Capps <robertcapps@cappshomes.com>  
**Sent:** Tuesday, November 06, 2018 4:56 PM  
**To:** Curtis Calder  
**Cc:** Scott A. Wilkinson; Shelby Archuleta  
**Subject:** 11-13-18 City Council Agenda

Curtis,

Based on legal advice I am requesting the Great Basin Estates phase 3 item be taken off the this agenda.

Robert



## **Curtis Calder**

---

**From:** Curtis Calder  
**Sent:** Wednesday, November 07, 2018 8:52 AM  
**To:** 'Robert Capps'  
**Cc:** Scott A. Wilkinson; Shelby Archuleta  
**Subject:** RE: 11-13-18 City Council Agenda

Robert,

Since the Great Basin Estates Phase 3 item was tabled, it remains under active consideration by the City Council and cannot be simply removed from the agenda. This issue has been reviewed by Dave Stanton, City Attorney, and he has confirmed my position. That said, you can make your case before the City Council on November 13<sup>th</sup> and request the item be tabled for a second time.

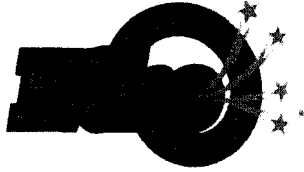
Also, since I didn't hear back from you regarding the request for waivers on 4 building permits, I've placed your request on the November 13<sup>th</sup> agenda (per your email).

Curtis

---

**From:** Robert Capps [mailto:robertcapps@cappshomes.com]  
**Sent:** Tuesday, November 06, 2018 4:56 PM  
**To:** Curtis Calder <ccalder@elkocitynv.gov>  
**Cc:** Scott A. Wilkinson <sawilkinson@elkocitynv.gov>; Shelby Archuleta <sarchuleta@elkocitynv.gov>  
**Subject:** 11-13-18 City Council Agenda

Curtis,  
Based on legal advice I am requesting the Great Basin Estates phase 3 item be taken off the this agenda.  
Robert



# 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

---

### CITY OF ELKO

#### PLANNING COMMISSION ACTION REPORT

Special Meeting of September 6, 2018

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

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

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

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


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

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

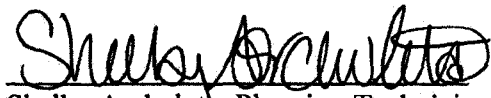
10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.

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

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

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk



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

## **CITY OF ELKO STAFF REPORT**

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

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



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

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

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

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

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

**EXISTING LAND USE:** Vacant

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

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

### **PROPERTY CHARACTERISTICS:**

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

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

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

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

## **BACKGROUND INFORMATION**

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

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

#### **MASTER PLAN:**

##### **Land Use**

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

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

##### **Transportation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

### **FINDINGS**

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

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

### **RECOMMENDATION**

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

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

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

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

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

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

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

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

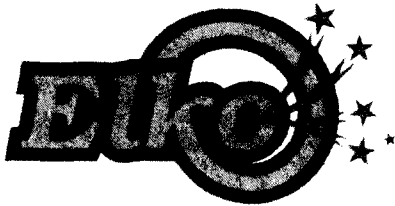
SAW

Initial

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

cc

Initial



## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR FINAL PLAT APPROVAL

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

#### **FILING REQUIREMENTS:**

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

1. One .pdf of the entire application, and ten (10) 24" x 36" copies of the final plat folded to a size not to exceed 9"x12" provided by a properly licensed surveyor, as well as one (1) set of reproducible plans 8 1/2" x 11" in size and any required supporting data, prepared in accordance with Section 3-3-8 of Elko City Code (see attached checklist).
2. Pre-Submission Requirements:
  - a. The final plat shall meet all requirements of the zoning district in which located, and any necessary zoning amendment shall have been adopted by the Elko City Council prior to filing of the final plat.
  - b. The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with the provisions of the City Subdivision Ordinance.
  - c. The final plat submittal shall include a letter signifying approval of utility easements by all public utilities involved, and shall be so indicated by an affidavit on the map.
  - d. A complete set of construction plans for all public improvements associated with the final plat shall have been approved or substantially approved by the City Engineer.

**Fee:** \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

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

RECEIVED

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

<b>Identification Data</b>	
	Subdivision Name
	Location and Section, Township and Range
	Name, address and phone number of subdivider
	Name, address and phone number of engineer/surveyor
	Scale, North Point and Date of Preparation
	Location maps
<b>Survey Data (Required)</b>	
	Boundaries of the Tract fully balanced and closed
	Any exception within the plat boundaries
	The subdivision is to be tied to a section corner
	Location and description of all physical encroachments
<b>Descriptive Data</b>	
	Street Layout, location, widths, easements
	All drainageways, designated as such
	All utility and public service easements
	Location and dimensions of all lots, parcels
	Residential Lots shall be numbered consecutively
	All sites to be dedicated to the public and proposed use
	Location of all adjoining subdivisions with name date, book and page
	Any private deed restrictions to be imposed upon the plat
<b>Dedication and Acknowledgment</b>	
	Statement of dedication for items to be dedicated
	Execution of dedication acknowledged by a notary public
<b>Additional Information</b>	
	Street CL, and Monuments identified
	Street CL and width shown on map
	Location of mounuments used to determine boudaries
	Each city boundary line crossing or adjoining the subdivision
	Section lines crossing the subdivision boundaries
<b>City Engineer to Check</b>	
	Closure report for each of the lots
	Civil Improvement plans
	Estimate of quantities required to complete the improvements
<b>Required Certifications</b>	
	All parties having record title in the land to be subdivided
	Offering for dedication
	Clerk of each approving governing body
	Easements
	Surveyor's Certificate
	City Engineer
	State Health division
	State Engineer
	Division of Water Resources
	City Council

**By My Signature below:**

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I acknowledge that, if approved, I must provide an AutoCAD file containing the final subdivision layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

**Applicant / Agent**

**Robert E. Morley, P.L.S.**

(Please print or type)

**Mailing Address**

**640 Idaho Street**

Street Address or P.O. Box

**Elko, Nevada 89801**

City, State, Zip Code

Phone Number:

**775-738-4053**

Email address:

**remorley@frontiernet.net**

**SIGNATURE:**

*Robert E. Morley*

**FOR OFFICE USE ONLY**

38 Lots x 25 \$950 = \$36,100  
+ \$1,700 = \$37,800

**File No.:** 11-18 **Date Filed:** 8/15/18 **Fee Paid:** \$1,700 CR# 1504

RECEIVED

AUG 15 2018

Phase 3.txt

Parcel name: Lot 44

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

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

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

Parcel name: Lot 45

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

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

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



Precision 1: 320,000,000.00

-----  
Parcel name: Lot 46

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

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

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

-----  
Parcel name: Lot 47

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

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

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

Phase 3.txt

Parcel name: Lot 48

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 49

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

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

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

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

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

-----  
Parcel name: Lot 50

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

Phase 3.txt

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

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

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

Parcel name: Lot 51

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

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

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

Phase 3.txt

Parcel name: Lot 52

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

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

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

Parcel name: Lot 53

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

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

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

Phase 3.txt

Parcel name: Lot 54

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

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

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

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

Error North: 0.00429 East : -0.00199

Precision 1: 76,548.94

-----  
Parcel name: Lot 55

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

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

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

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

Error North: -0.00049 East : -0.00060

Precision 1: 414,550.00

Phase 3.txt

-----  
Parcel name: Lot 56

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

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

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

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

-----  
Parcel name: Lot 57

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

Phase 3.txt

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

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

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

Parcel name: Lot 58

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

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

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

Phase 3.txt

Parcel name: Lot 59

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

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

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

Parcel name: Lot 60

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

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

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



Phase 3.txt

Parcel name: Lot 61

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

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

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

Parcel name: Lot 62

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

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

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

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

---

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

-----  
Parcel name: Lot 69

North: 28473511.5796 East : 612696.4796

Curve Length: 64.43 Radius: 50.00

Delta: 73-50-06 Tangent: 37.56

Chord: 60.07 Course: N 10-08-42 W

Phase 3.txt

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

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

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

-----  
 Parcel name: Lot 70

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

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

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

Phase 3.txt

Parcel name: Lot 71

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

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

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

-----  
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

-----  
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



# **GREAT BASIN ESTATES SUBDIVISION - PHASE 3** **CITY OF ELKO, NEVADA**

## **APPROVAL - NEVADA DIVISION OF WATER RESOURCES**

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

NEVADA DIVISION OF WATER RESOURCES DATE

## **APPROVAL - NEVADA DIVISION OF ENVIRONMENTAL PROTECTION**

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

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION, DATE  
BUREAU OF WATER POLLUTION CONTROL

## **FEMA NOTE**

THE LOTS WITHIN GREAT BASIN ESTATES SUBDIVISION PHASE 3 AS SHOWN HEREON HAVE BEEN REMOVED FROM THE FEMA SPECIAL FLOOD HAZARD AREA BY A LETTER OF MAP REVISION SUBMITTED TO AND APPROVED BY FEMA AS CASE NO. 16-09-0339P WITH AN EFFECTIVE DATE OF APRIL 5, 2017.

## **APPROVAL - PUBLIC UTILITIES**

THE PUBLIC UTILITY EASEMENTS, AS DESIGNATED HEREON, ARE APPROVED BY THE RESPECTIVE UTILITIES EXECUTING BELOW.

FRONTIER COMMUNICATIONS DATE

SIERRA PACIFIC POWER COMPANY, O/R/A BY ENERGY DATE

SATVIEW BROADCAST DATE

SOUTHWEST GAS CORPORATION DATE

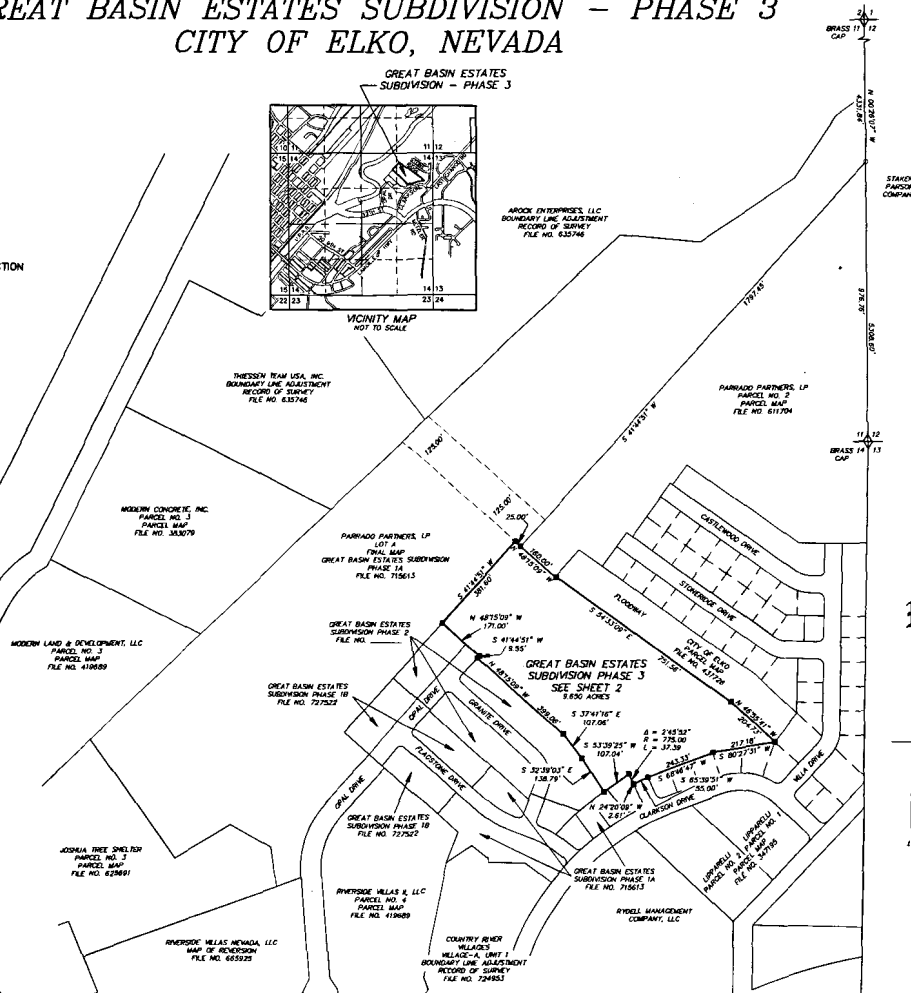
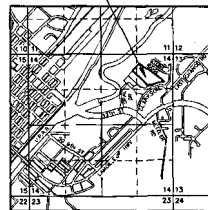
## **NOTES:**

- 1) THE TOTAL SUBDIVIDED AREA OF THIS MAP EQUALS 9.400 ACRES.
- 2) BASIS OF MEASURES: THE LINES BETWEEN THE FOUND CENTERLINE STREET MONUMENTS AS SHOWN ON THE FINAL MAP OF GREAT BASIN ESTATES SUBDIVISION, PHASE 1A, FILE NO. 727522, THE FINAL MAP OF GREAT BASIN ESTATES SUBDIVISION, PHASE 1B, FILE NO. 727522 AND THE FINAL MAP OF GREAT BASIN SUBDIVISION, PHASE 2, FILE NO. 727522.
- 3) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED SPECIFICALLY TO MY ENERGY WITHIN EACH PARCEL, FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIST THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- 4) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED SPECIFICALLY TO SOUTHWEST GAS CORP. WITHIN EACH PARCEL, FOR THE EXCLUSIVE PURPOSE OF INSTALLING, MAINTAINING, INSPECTING AND REPAIRING UTILITY FACILITIES WHICH PROVIDE SERVICE TO THAT PARCEL, WITH THE RIGHT TO EXIST THAT PARCEL WITH ADDITIONAL UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. RIGHTS ARE ALSO GRANTED TO USE EXISTING PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF MAINTAINING, INSTALLING, INSPECTING AND REPAIRING SAID UTILITY FACILITIES.
- 5) IN ADDITION TO ANY EASEMENTS SHOWN, THE LOTS SHOWN ARE SUBJECT TO 7.50 FT. PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG ALL STREET FRONTAGE LINES AND 5.00 FT. PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG ALL SIDE AND REAR BOUNDARY LINES.
- 6) THIS MAP SUBDIVIDES LOT E AS SHOWN ON THE FINAL MAP OF GREAT BASIN ESTATES SUBDIVISION, PHASE 2, ON FILE IN THE OFFICE OF THE ELKO COUNTY RECORDER, ELKO, NEVADA, FILE NO.

## **LEGEND**

- ◇ = SECTION CORNER AS NOTED.
- = FOUND 5/8" REBAR WITH CAP MARKED PLS 6203.
- = CALCULATED POINT ONLY, NOTHING FOUND ON SKT

## **GREAT BASIN ESTATES SUBDIVISION - PHASE 3**



## **COUNTY ASSESSOR'S CERTIFICATE**

I, KATHIRMA S. RUSSELL, CERTIFY THAT THE ASSESSOR'S PARCEL NUMBERS SHOWN ON THIS PLAT ARE CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF SAID ASSESSOR'S PARCEL NO. \_\_\_\_\_

ELKO COUNTY TREASURER DATE

## **COUNTY TREASURER'S CERTIFICATE**

I, MELISSA ERICSON, CERTIFY THAT ALL PROPERTY TAXES ON PARCEL NO. \_\_\_\_\_ HAVE BEEN PAID FOR THIS FISCAL YEAR.

ELKO COUNTY TREASURER DATE

## **FILING DATA**

FILE NO. \_\_\_\_\_  
FILED AT THE REQUEST OF HIGH DESERT ENGINEERING.

DATE 2018

TIME \_\_\_\_\_ M.

D. MIKE SMALES  
ELKO COUNTY RECORDER

## **OWNERS CERTIFICATE**

KNOWN OF ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, ROBERT CARPIS, PRESIDENT OF PARADO PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP, BEING THE OWNER OF THOSE PARCELS AS SHOWN ON THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION ALL OF THE RIGHTS OF WAY AND EASEMENTS FOR PUBLIC ACCESS, PUBLIC UTILITY AND DRAINAGE EASEMENTS AS DESIGNATED HEREON. IN WITNESS WHEREOF, ROBERT CARPIS, SET MY HAND ON THE DATE SHOWN.

PARADO PARTNERS, LP

BY: ROBERT CARPIS, GP PRESIDENT DATE

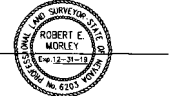
## **STATE OF NEVADA COUNTY OF ELKO**

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

NOTARY PUBLIC

## **SURVEYOR'S CERTIFICATE**

1. ROBERT E. MORLEY, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF ROBERT CARPIS, PRESIDENT OF PARADO PARTNERS, LP.
2. THE LANDS SURVEYED LIE WITHIN SECTION 14, T.34 N., R.55 E., NDBM N., AND THE SURVEY WAS COMPLETED ON \_\_\_\_\_.
3. THIS PLAT COMPLES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



ROBERT E. MORLEY, P.L.S. #203

## **CITY ENGINEER'S REPRESENTATIVE CERTIFICATE**

REPRESENTATIVE FOR THE CITY ENGINEER OF THE CITY OF ELKO, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THE SUBSTANTIALITY OF THE SAME AS IT APPEARS ON THE TENTATIVE MAP, WITH ALL APPROVED ALTERATIONS; THAT ALL PROVISIONS OF N.E.S. 278-010 THROUGH 278-015, 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 TECHNICALLY CORRECT; AND THAT THE MONUMENTS AS SHOWN ARE OF THE CHARACTER 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, THIS MAP WAS APPROVED FOR SUBDIVISION PURPOSES PURSUANT TO N.E.S. 278-481 THROUGH 278-489, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION, AS SHOWN HEREON, WERE ACCEPTED FOR PUBLIC USE.

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.E.S. 278-481 THROUGH 278-489, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION, AS SHOWN HEREON, WERE ACCEPTED FOR PUBLIC USE.

MAYOR, CITY OF ELKO, NEVADA DATE

ATTEST: CITY CLERK, CITY OF ELKO, NEVADA DATE

200 0 200 400 600 800

SCALE: 1"=200'

SHEET 1 OF 2

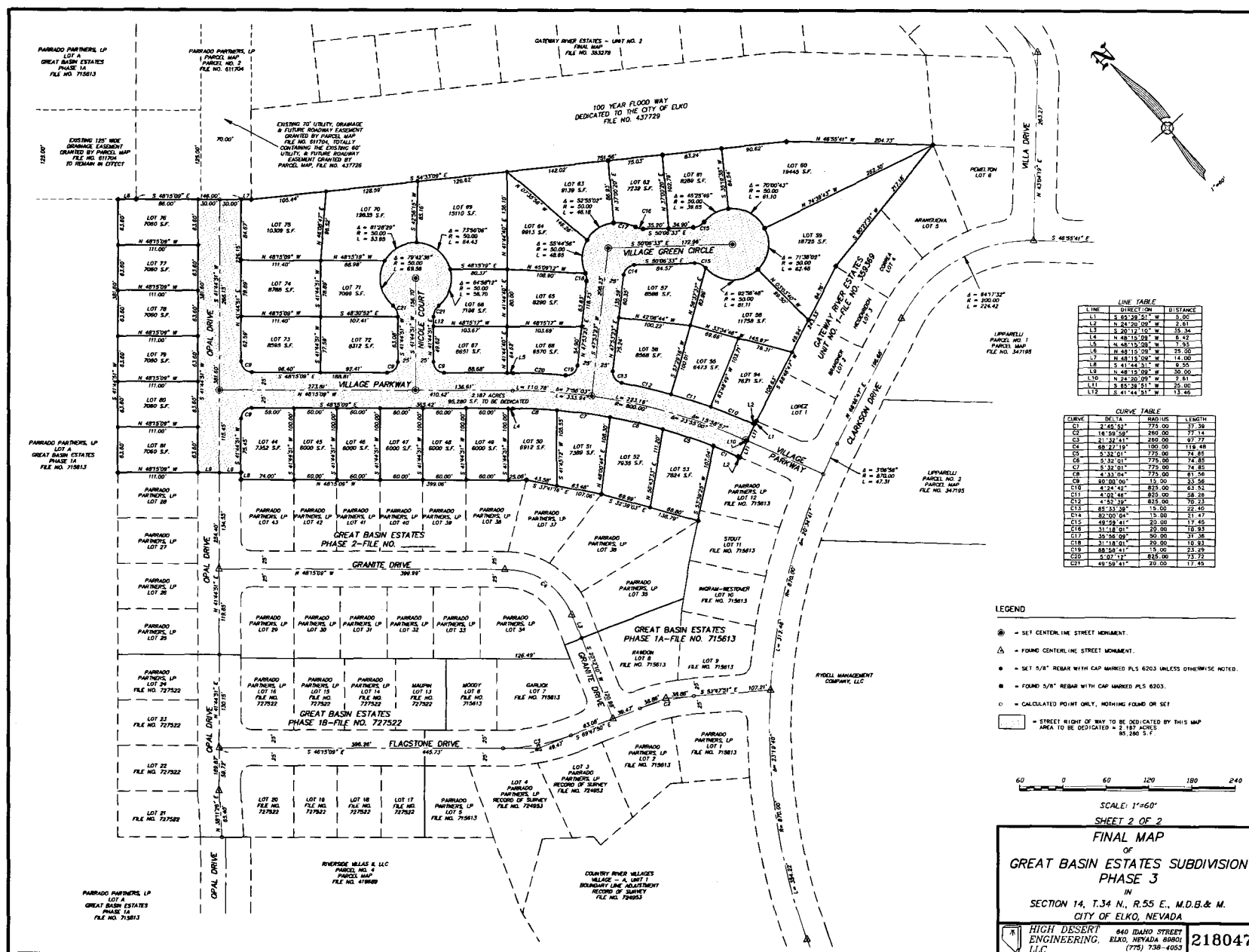
**FINAL MAP  
OF  
GREAT BASIN ESTATES SUBDIVISION  
PHASE 3**

IN  
SECTION 14, T.34 N., R.55 E., M.D.B. & M.  
CITY OF ELKO, NEVADA

**HIGH DESERT  
ENGINEERING,  
LLC**

640 IDAHO STREET  
ELKO, NEVADA 89801  
(775) 738-4053

**218047**



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization to reschedule the City Council Meeting from December 25, 2018 to Tuesday, December 18, 2018, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:  

Appropriation Required: N/A  
Budget amount available: N/A  
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **None**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

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

1. Title: **Review, consideration, and possible approval of a Water Meter Grant Policy and Water Meter Grant Application, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Annual Water Department Budget has included \$20,000.00 for a Water Meter Grant Program for several years. However, a grant policy and grant application form was never acted upon or approved by Council. The purpose of this item is to request formal action by Council to approve, or direct Staff to modify, each of these two documents. RL**
6. Budget Information:  

**Appropriation Required: N/A**  
**Budget amount available: \$20,000.00**  
**Fund name: Water**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant Policy and Grant Application**
9. Recommended Motion: **Move to approve/Pleasure of the Council**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



**CITY OF ELKO  
WATER METER PROGRAM  
GRANT APPLICATION**

Please provide the requested information:

- 1) Property address: \_\_\_\_\_
- 2) Size meter pit requested: \_\_\_\_\_
- 3) Date: \_\_\_\_\_
- 4) Applicant contact information: \_\_\_\_\_

**(Approval is subject to available grant funding)**

\_\_\_\_\_  
(Applicant Signature)

\_\_\_\_\_  
(Printed Signature)

Accepted \_\_\_\_\_

Denied \_\_\_\_\_

**Comments/Stipulations:**

---

---

---

---

\_\_\_\_\_  
Utilities Director

\_\_\_\_\_  
Date

## CITY OF ELKO WATER METER GRANT POLICY

### I. Purpose:

The purpose of this policy is to provide a financial avenue whereby customers who desire to install a water meter can apply for financial assistance from the City of Elko to install the water meter pit.

### II. Eligibility:

All customers are eligible. Grant funding is limited and is available on a first come first served basis until the funding is exhausted each year. Grant applications are available from the City of Elko Utilities Director and shall be approved or denied by the Utilities Director, depending on funding availability.

### III. Costs:

Provided grant funding is available to draw from, the City will provide materials and labor to install the water meter pit, up to a maximum cost of \$4,000.00 per application, per customer, per year. Prior to meter pit installation, the customer shall purchase from the City the appropriate sized meter for installation.

Approved: \_\_\_\_\_

Chris Johnson, Mayor

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Curtis Calder, City Manager

Date: \_\_\_\_\_

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-44 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-45. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.**

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

6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of Agreement to Install Improvements and Performance/Maintenance Guarantees**
9. Recommended Motion: **Approve the Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 3 subdivision. The subdivider shall enter into the agreement within 30 days.**
10. Prepared By: **Scott A. Wilkinson, Assistant City 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 PERFORMANCE/MAINTENANCE GUARANTEES**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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, as amended) enter into an Agreement to Install Improvements and file with the City Clerk of the **City** a financial guaranty of performance to complete the required public improvements (hereinafter referred to as the "Performance Guaranty") prior to certification of the final plat;
- C. WHEREAS**, the Performance Guaranty is to be in an amount deemed sufficient by the City of Elko to cover the full cost of required site improvements and public improvements, engineering inspections, incidental expenses and replacement or repair of any existing streets and utilities or other improvements required by the Elko City Code, which are to be completed within a period of twenty-four (24) months from the date of the approval of the Final Plat by the **City**;
- D. WHEREAS**, the **City** has determined from the Engineer's Cost Estimate for the required site and public improvements (set forth in **Exhibit A** and made a part hereof) that the cost of the required public improvements are expected to be in the amount of **Seven Hundred Seventy-Six Thousand, Three Hundred Sixty-Nine Dollars and Twenty-Five Cents (\$776,329.25)**, which amount provides the basis for calculating the amount of the Performance Guaranty;
- E. WHEREAS**, the Performance Guaranty shall be in the form of a deposit of cash in accordance with Elko City Code Subsection 3-3-45(A)(2) and shall be used to ensure the completion of all required subdivision improvements, to include public improvements and correction of defects of the required public improvements discovered after certification of the Final Plat.
- F. WHEREAS**, the **City** approved the Final Plat on \_\_\_\_\_;



- G. **WHEREAS**, pursuant to Elko City Code Section 3-3-45(C), in addition to the Performance Guaranty, the **Developer** shall file with the Clerk of the City a financial Guaranty for a one (1) year maintenance bond in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Two Cents (\$77,636.92)** (hereinafter referred to as the "Maintenance Guaranty");
- H. **WHEREAS**, in the event the **Developer** fails to complete all the required public improvements and site 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, including, without limitation, access to and use of the Performance Guaranty; and
- I. **WHEREAS**, the **Developer** has agreed to complete the required public improvements within a period of twenty-four (24) months from the date of the Final Plat being approved and in accordance with the latest edition of the Standard Specifications for Public Works Construction as published by the Regional Transportation Commission of Washoe County, Carson City, Churchill County, City of Reno, City of Sparks, City of Yerington and Washoe County, hereinafter referred to as the "Orange Book."

**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, GUARANTEES AND APPROVALS**

**A. COMPLETION OF WORK; PERFORMANCE AND MAINTENANCE GUARANTEES.** **Developer** agrees to complete the improvements described in the Site Improvement and Public Improvement Plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-43 (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** and, further, **Developer** has provided a Performance Guaranty in the form of a cash deposit in the amount of XXXXXXXX (xxxxxx), representing the full cost of required improvements, engineering, inspections, incidental expenses, and replacement and repair of any existing streets and utilities, or other improvements which may be damaged during construction of required improvements in the amount of Seven Hundred Seventy-Six Thousand, Three Hundred Sixty-Nine Dollars and Twenty-Five Cents (\$776,329.25) less a reduction in the performance guarantee in the amount of XXXXX (XXXX) for work certified as complete, as determined by City Staff based on the engineer's certificate for work completed through November 13, 2018, as shown in **Exhibit A**, plus **Seventy-Seven Thousand, Six Hundred Thirty Six Dollars and Ninety-Two Cents (\$77,636.92)** for the required Maintenance Guaranty, the total cash deposit being for the purpose of guaranteeing compliance with the requirements of this Agreement.

**B. Reduction in Performance Guaranty.** Notwithstanding any other provision contained in this Agreement, progress payments may be made to the **Developer** from any cash deposit which the **Developer** may have made upon written request by the **Developer** for **Work** completed, as follows:

Formatted: Font: Not Bold

Formatted: Font: Bold

Formatted: Font: Bold

- 1) **Written Requests for Progress Payments.** The Developer must submit a written request to the Elko City Clerk for any progress payment.
- 2) **Limitation on Amount of Reduction of Performance Guaranty.** The cumulative reduction in the amount of the Performance Guaranty shall not exceed ninety percent (90%) of the value of the improvements completed and approved, as determined by the City.
- 3) **Certification of Improvements.** Prior to a determination by the City of the value of the improvements completed, the Developer's Engineer shall provide the City with a Certificate of Improvements attesting to the adequacy of the Work and compliance with all requirements set forth in this Agreement, the construction specifications and the Elko City Code (including model codes adopted therein). The City shall review the Certification of Improvements prior to approving a request for a progress payment. The City shall not make a progress payment to the Developer unless a complete Certification of Improvements has been submitted in accordance with this paragraph.
- 4) **Amounts of Individual Progress Payments.** Except for the final progress payment following completion of the Work, any individual request for a progress payment shall be for at least twenty percent (20%) of the original Performance Guaranty and shall be submitted at least thirty (30) days after submittal of the previous request for a progress payment.
- 5) **Form of Requests for Progress Payments.** Requests for progress payments shall include a spreadsheet containing a detail of costs for each line item in the engineering cost estimate at Exhibit A, together with the original estimate amount, the total progress payments paid to date, the total value of the improvements completed and approved less ten percent (10%), and remaining amount of the Performance Guaranty following payment of the requested progress payment.
- 6) **Timing of Progress Payments.** The City shall pay approved progress payments to the Developer within thirty (30) calendar days of the date the request for progress payment is submitted to the City.

**C. CERTIFICATION AND SUBMISSION OF WORK.** 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 before the City conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification, 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.

**D. MAINTENANCE PERIOD.** The maintenance period shall commence on the date the City 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 approval of the Work, provide the City with a maintenance bond, irrevocable letter of credit

or cash deposit in the amount of **Seventy-Seven Thousand, Six Hundred Thirty-Six Dollars and Ninety-Two Cents (\$77,636.92)**, which amount is not less than ten percent (10%) of the total cost of the required public 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.

**E. CERTIFICATION OF FINAL PLAT.** The City will not certify the Final Plat until

- 1) The Agreement has been approved by the City Council in conjunction with Final Plat approval.
- 2) The Agreement has been fully executed and filed with the City Clerk's office.
- 3) The Developer has filed with the Elko City Clerk the Performance Guaranty calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 4) The Developer has provided the required engineering plans for all Work;
- 5) The required engineering plans for the Work have been approved by the City;
- 6) All other Final Plat requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

**F. EFFECTIVE DATE.** The Effective Date of this Agreement shall be November 13, 2018, which is the date the City approved the Final Plat, and this Agreement shall operate retroactively to that date.

**G. 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 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 effective unless and until the Performance Guaranty and Maintenance Guaranty have been provided to the Elko City Clerk in sufficient amounts to satisfy the Developer's obligations pursuant to this Agreement; **further provided**, if at such time the City has certified that at least eighty percent (80%) of the Work has been completed, the City may, in its sole discretion, reduce the amount of the Performance Guaranty in a manner consistent with Elko City Code Sections 3-3-44 and 3-3-45 during the term of any extension so granted. Notwithstanding the foregoing, in no event shall the amount of the Performance Guaranty be reduced to an amount less than the anticipated full cost of the remaining required improvements, engineering inspections, incidental expenses, and the replacement and repair of any existing streets and utilities and

other improvements which may be damaged during construction of requirement improvements.

**H. 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 his designee(s).

**(4) AS-BUILT PLANS.** Developer shall provide complete as-built plans 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 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.

**I. FINAL COMPLETION AND ACCEPTANCE OF WORK.** Approval of the final completion and acceptance of the Work shall be at the discretion of the City and shall satisfy the requirements of this Agreement, to include the conditions set forth in Section 1 (REQUIRED IMPROVEMENTS, GUARANTEES AND APPROVALS). 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 this Agreement, to include the standard construction specifications of the City.

**J. 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. The City shall first serve upon the Developer written notice of

such Default. Developer shall then have fifteen (15) days from the date of mailing of said notice to cure the Default. In the event of a Default, the City shall have the right to use the Performance Guaranty to complete the Work, to include, without limitation, payment of all third-party claims for labor and material.

**K. MAINTENANCE GUARANTY AS CONDITION OF FINAL PLAT CERTIFICATION.** The certification of the Final Plat is, without limitation, conditioned upon Developer providing the Maintenance Guaranty, which may be used by the City, in its discretion, for the maintenance of all completed Work for a period of twelve (12) months after the aforementioned certification by Developer's Engineer

**L. DEVELOPER RESPONSIBLE FOR COST OF WORK OVER ESTIMATE.** The amount of the Performance Guaranty is based upon the estimated cost of the improvements called for in the Engineer's Estimate. In the event the actual cost of improvements exceeds that amount, in the event of a Default, the Developer shall promptly pay to the City any additional amount over the amount of the Performance Guaranty, *provided*, the City may not recover from Developer any amount for which the City has been compensated from the Developer, to include amounts drawn by the City from the Performance Guaranty.

## **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 City Code and any plans approved by the City pertaining to the Work. Developer will, promptly upon completion of the Work, provide the City with "as-built" drawings documenting compliance with the warranty set forth in the preceding sentence and with the approved Public Improvement Plans.
- 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. 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 Jeremy Draper, (or the

then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to Developer, to: Parrado Partners LP, 1910 Idaho St. 102-603, Elko, NV 89801.

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

**P. REMEDIES NOT EXCLUSIVE.** No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The City shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

**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 - \_\_\_\_\_**

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

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

**ATTEST:**

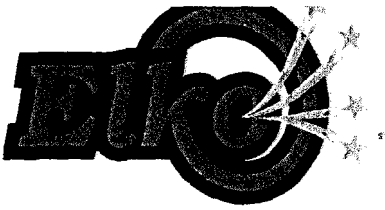
\_\_\_\_\_  
**KELLY WOOLDRIDGE, City Clerk**



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to accept Mr. Knight's repudiation of the previous sale of APN 001-066-005, consisting of city-owned property at the intersection of Eighth and Elm Streets, pursuant to NRS 268.061(e)(1)(II), and to proceed with the statutory process required to sell the parcel pursuant to NRS 268.062, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff has received a request from Mr. Don Knight to purchase a parcel of city owned property adjacent to his residence located at 772 Elm Street. The City of Elko Land Inventory was updated May 9, 2017 to list this APN for disposal. City Council at their May 23, 2017 meeting determined that the property was not economically viable and approved selling the property directly to Mr. Knight. One of the conditions was that Mr. Knight merge both parcels. Mr. Knight has since communicated to City Staff that he will not merge the parcels and will therefore not satisfy the Council's condition. As a result, Mr. Knight has repudiated the sale of the parcel to him pursuant to NRS 268.061(e)(1)(II).**  
**NRS 268.062 allows for the sale of any real property at auction after adopting a resolution declaring its intention to sell the property at auction. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from Mr. Knight, Minutes from May 23, 2017**
9. Recommended Motion: **Move to accept Mr. Knight's repudiation of the sale of the parcel and authorize Staff to obtain the required appraisal for the proposed sale of APN 001-066-005 and proceed with the statutory process for selling the parcel pursuant to NRS 268.061 and/or 268.062, subject to the Council accepting the appraisal.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Don Knight**  
    **772 Elm Street**  
    **Elko, NV 89801**





## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND RECEIVED

APPLICANT(s): Don Knight MAY 10 2017  
ADDRESS: 772 Elm St. Elko, NV Initial: \_\_\_\_\_  
PHONE NO (Home) 340-1383 (Business) \_\_\_\_\_ (Fax) \_\_\_\_\_

I, the undersigned applicant, hereby requests the Elko City Council advertise for sale or lease, by sealed bid/public auction on terms/or cash, a parcel of land owned by the City of Elko and further described below:

ASSESSORS PARCEL #, LEGAL DESCRIPTION, AND LOCATION OF PROPERTY: (Attach if necessary):

First addition file 5 Lots 1, 2 Block 114 - APN: 001-066-005

(Attach a small site plan)

#### FILING REQUIREMENTS:

- 1) In order to begin processing the request, an Application for Sale or Lease of City Owned Land must be completed and signed.
- 2) There is no filing fee at this time, however applicants are required to deposit a sufficient amount of money to pay the costs to be incurred by the City of Elko in acting upon the application. These costs include the expense of the appraisal and associated publications. The deposit amount will be determined on a case-by-case basis. Applicants shall be notified of the deposit amount required to process the application.
- 3) Successful bidders shall be responsible for the costs of acting upon the application. If someone other than the applicant is the successful bidder, the costs will be obtained from the successful bidder and the money deposited by the applicant will be refunded.
- 4) If costs exceed the original deposit amount, successful bidders shall pay the difference. If costs are less than the deposit, successful bidders shall be refunded the difference. Deposits shall only be returned to non-successful bidders. *Applicants who fail to submit a bid on the property forfeit their deposit.*
- 5) The notice of sale or lease of the property must be advertised by Public Notice once a week for three (3) successive weeks in a local newspaper. All bids must conform to the notice of land sale or lease and must be filed in the Office of the City Clerk in a sealed envelope prior to the time set for receiving bids. Anyone, including anyone not submitting a bid, may raise the offer by five percent (5%) at the time of the auction and the auction will proceed accordingly.

APPLICANT'S SIGNATURE: Don Knight

APPLICANT'S PRINTED NAME: [Signature]

#### OFFICE USE ONLY

File No.: 1-17 Date Filed: 5/10/17 Deposit Paid: \_\_\_\_\_

**Legal Description for Parcel # 001-066-005**

<u>Legal Description</u>	<u>Sect/ Lot</u>	<u>Town/ Block</u>	<u>Range</u>	<u>Acres</u>
FIRST ADDITION FILE 5	1,2	114		

The assessor's legal descriptions are for information purposes only and are insufficient for transferring title.

Please refer to your last recorded deed or map.

[Go Back](#)



Kevin & Italia Babcock applied for a Concessionaire Agreement to occupy concessionaire space for a mobile food truck in the Main City Park. They currently hold an Elko City Business License. SO

Shanell Owen, City Clerk, explained included in the packet is the concessionaire agreement. This would be the last available space in the main city park. The applicant was present.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve a Concessionaire Agreement for Kevin and Italia Babcock, dba Silver Haze BBQ, to operate a mobile food truck in the Main City Park, Area 2.**

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

- F. Review, consideration, and possible approval to sell APN 001-066-005 pursuant to NRS 268.061 or NRS 268.062, city owned property located at the intersection of 8<sup>th</sup> Street and Elm Street, and authorization to Staff to obtain the required appraisal, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has received a request from Mr. Don Knight to purchase a parcel of city owned property adjacent to his residence located at 772 Elm Street. The City of Elko Land Inventory was updated May 9, 2017 to list this APN for disposal.

NRS 268.061 1. (e) allows the governing body to sell property owned by the City to any person(s) who owns property adjacent to such property without offering it to the public if the governing body determines, by resolution, that the sale will be in the best interest of the City, and the property is a parcel that is too small to establish an economically viable use by anyone else.

NRS 268.062 allows for the sale of any real property at auction after adopting a resolution declaring its intention to sell the property at auction.

City Council must determine if the property is economically viable. CL

Cathy Laughlin, City Planner, explained Mr. Knight was sold the property and was misled that the entire property was his. He purchased this property in March 2016. He started doing projects around the home and the property. He came into the city questioning fencing permits and we discovered that he did not own that small parcel on the end of the block. On the land inventory it was listed to retain for storm drainage but after doing research with Public Works it was determined that there is no need for this parcel to be retained. We modified the land inventory and listed that property as to be sold. Mr. Knight was present. The key is determining if this can be sold under NRS 268.061 or 268.062. If it is determined that it can be sold under NRS 268.061 then Mr. Knight would be responsible for the appraisal costs and the appraisal would come back to council for approval to sell the property. It would then be sold directly to Mr. Knight. If it is determined that it does have an economic viable use then it would be sold in public auction under NRS 268.062. This is a very small lot. After the setbacks you would have 19.5 feet in the center to build on. It was deeded to the City of Elko in 1929. (See Exhibit "B".)

Councilman Schmidtlein asked the size of the lot.

Ms. Laughlin answered 40 ft. by 100 ft.

Don Knight, 772 Elm Street, said he purchased this house the realtor told him that it was all one yard. It is all fenced in. It was a mess and he has been cleaning it up. He would not have bought the property if that lot wasn't his.

Dave Stanton, City Attorney, said this can be similar to the Kimber item. The key factor would be the economic issue. We need a finding from council regarding the economic viability of the lot.

Scott Wilkinson, Assistant City Manager, suggested there should be a condition that it is merged with the adjacent lot.

**\*\* A motion was made by Councilman Rice, seconded by Councilwoman Simons, to, based on the discussion, the size of the lot and the setbacks that would be required to build a building on that, make it economically impractical for that to be a viable piece of property for the City to hold, and it is not economically viable in accordance with NRS 268.061 or 268.062, and that we authorize staff to obtain the required appraisal for the proposed sale of APN 001-066-005, based on our finding and that the proposed sale is subject to the Council accepting the appraisal and agreement by the buyer that the two lots be merged into a single lot.**

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

- G. Review, consideration, and possible approval of a request from the Elko Downtown Business Association (DBA) for the closure of a portion of 4<sup>th</sup> Street between River Street and Silver Street for the Margarita Walk to be held on June 10, 2017. The closures will be from 9 a.m. to 9 p.m. on June 10<sup>th</sup>, and matters related thereto. **FOR POSSIBLE ACTION**

The DBA is requesting to use the closure during their Margarita Walk which will take place on June 10<sup>th</sup> from 4:00 p.m. to 7 p.m. They have completed the application, and will be submitting the appropriate insurance. SO

Shanell Owen, City Clerk, said Rushelle from the DBA was not present. The only information she could provide council was what was in the packet. The Public Works Director, Dennis Strickland has some comments regarding overtime that could occur because of this event. Everything submitted is included in the agenda packet. The only thing not submitted was the insurance.

Mayor Johnson wanted to give the applicant a chance to be here.

It was agreed that council would come back to this item.

- H. Review, consideration, and possible authorization to modify the designated staging area for food truck vendors in the Main City Park, and matters related thereto. **FOR POSSIBLE ACTION**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration and possible authorization to solicit statements of interest and qualifications for engineering services at the Elko Regional Airport and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13 , 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Elko Regional Airport currently has a professional services agreement with Jviation, Inc. for engineering services at the airport. The current contract agreement will expire January 14, 2019. The FAA requires that every five (5) years the airport re-advertise for consultants to provide engineering services. JF**
6. Budget Information: **N/A**  
    Appropriation Required:  
    Budget amount available:  
    Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Request for Qualifications**
9. Recommended Motion: **Move to authorize Staff to solicit statements of interest and qualifications for engineering services at the Elko Regional Airport**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

**CITY OF ELKO, NEVADA  
REQUEST FOR STATEMENTS OF QUALIFICATIONS AND EXPERIENCE FOR  
ENGINEERING SERVICES  
FOR THE ELKO REGIONAL AIRPORT**

The City of Elko, Nevada is requesting statement of qualifications and experience from consulting firms qualified and experienced in the field of airport engineering services. The City intends to award a five-year contract for basic airport engineering consulting services.

Interested consultants may request a copy of the official **Request for Statements of Qualifications and Experience for Engineering Services for Elko Regional Airport** from the Elko City Clerk's Office, 1751 College Avenue, Elko, NV 89801, (775) 777-7126 or [www.elkocity.com](http://www.elkocity.com). Questions and clarification of additional information are to be directed to Kelly Wooldridge, City Clerk, [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov), must be received a minimum of five (5) calendar days prior to the submission deadline.

Proposals are due no later than 5:00 p.m., Friday, \_\_\_\_\_, 2018. One (1) original and eight (8) copies of the sealed statement of qualifications shall be submitted to:

Elko City Clerk  
Attn: RFQ Engineering Services – Elko Regional Airport  
1751 College Avenue  
Elko, NV 89801

Kelly Wooldridge  
Elko City Clerk



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

**CITY OF ELKO, NEVADA  
REQUEST FOR STATEMENTS OF QUALIFICATIONS AND EXPERIENCE FOR  
ENGINEERING SERVICES  
FOR THE ELKO REGIONAL AIRPORT**

**I. INVITATION**

The City of Elko, Nevada (referred to herein as "Sponsor") as the owner of the Elko Regional Airport is requesting statements of qualifications and experience from consulting firms ("Proposers") qualified and experienced in the field of airport engineering services.

The Sponsor plans to award a five-year contract, subject to review on an annual basis for airport engineering for any and all engineering projects subject to Federal Assistance under the Airport and Airway Improvement Act of 1982, as amended, or other sources of funding (State of Nevada/Local Funding/U.S. Department of Transportation Grants).

The contract will be for the basic airport engineering consulting services as defined herein. The Sponsor reserves the right to inquire into the prospective proposal's ability to provide professional services, as defined below, and to amend the Schedule of Projects and contract Scope of Work at the sole discretion of the Sponsor, on behalf of the Elko Regional Airport, to include any or all of the below listed services.

Contemplated projects under this contract may include, but are not limited to any of the following projects (not in order of priority).

1. Review 2018 NDOT Pavement Evaluation Condition Report and establish Airport Pavement Maintenance Program to include Crack Seal/Seal Coat Movement Area Pavement, Rubber Removal and Repaint Airfield Surface Markings.
2. Extend Runway 6/24 and Taxiway A (1,500 ft.) Including Land Acquisition and Drainage Improvements.
3. Plan Airport Commercial Development Area with new access road to support aeronautical commercial development on vacant land, including environmental studies and FAA ALP review process.
4. Exploring the use of Runway 12/30 to support current and future aviation needs.
5. Expand General Aviation Apron areas to accommodate future need for hangar and aeronautical commercial development.
6. Extend Airport Access Road Tunnel (under Runway 12/30) 100 feet





City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801

7. Construct ARFF Training Facility.
8. Construct new perimeter road.
9. AGIS airspace Survey for WASS enabled LPV GPS Approach to RWY 6/24.
10. Taxiway B Extension.
11. Rehabilitate Commercial Service Apron.

All projects are dependent upon Federal Airport Improvement Program (AIP) funding, state funding, and approval from the Sponsor. Therefore, it shall be understood that some of the services related to the above listed projects may be deleted or modified. The Sponsor reserves the right to initiate additional services not included in the initial procurement.

## II. BACKGROUND

Elko Regional Airport is a non-hub commercial service airport located in Northeast Nevada. The Sponsor is seeking to implement improvements to accommodate existing and future aviation demand. The airport has two runways; one commercial service non-precision and the other a general aviation visual runway. The airport services one airline, medical flights, firefighting air service, general aviation, and corporate aviation. Elko Regional Airport covers 700 acres and has two asphalt runways: 6/24 measuring 7,217 x 150 ft. and 12/30 measuring 3,012 x 60 ft. There are 70 based fixed wing aircraft and 5 rotorcrafts. In CY 2017~~2~~ there were 33,308 passenger enplanements from Elko Regional Airport. The airport ranked the 300<sup>th</sup> primary commercial service airport in the United States.

Commented [KCW1]: You may want to update this to 2017?

## III. SCOPE OF WORK

Basic engineering services are utilized in four district and sequential phases. Proposers are required to set out their qualifications and to propose on the following scope of work.

- A. Preliminary Phase: This phase involves those activities, required for defining the scope of a project and establishing preliminary requirements, including, but not limited to, the following:
  1. Conferring with the Sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters, and meeting with the Federal Aviation Administration (FAA) and other concerned agencies and parties on matters affecting the project.



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

2. Assisting the Sponsor in the preparation of necessary pre-applications, Airport Concession Disadvantage Business Enterprise (ACDBE) and the Disadvantaged Business Enterprise (DBE) plan(s).
  3. Planning, procuring, and/or preparing necessary surveys, field investigations, and architectural and engineering studies required for preliminary design considerations.
  4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, preliminary layouts, and cost estimates.
  5. Develop the annual submittal packet for five year Capital Improvement Plan at Elko Regional Airport in cooperation with Airport Staff. This includes exhibits, preliminary schedule and cost estimates for capital funding.
- B. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design, including, but not limited to, the following:
1. Conducting and attending meetings and design conferences with the Sponsor to obtain information and to coordinate or resolve design matters.
  2. Evaluation of engineering data and field investigation(s), geotechnical engineering, surveys, architectural engineering, and environmental studies prepared to support the design.
  3. Preparing necessary engineering reports and recommendations.
  4. Preparing detailed design and construction plans, technical specifications, and contract documents.
  5. Preparing cost estimates.
  6. Providing copies of plans, specifications, and contract documents for review.
  7. Processing NEPA Environmental Review and Airspace Review documents for submission to the FAA.
- C. Bidding or Negotiation Phase: At a minimum, provide plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
- D. Construction Phase: This phase includes all basic services rendered after the award a construction contract, including, but not limited to, the following:
1. Providing consultation and advice to the owner during all phases of construction.
  2. Representing the Sponsor at preconstruction conferences.
  3. Preparation of construction management plans and review of contract construction schedule.
  4. On-Site construction inspection and management, involving the services of a resident engineer, inspector or manager, full-time or periodically during the



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

- construction or installation phase of a project as required by the Sponsor, and providing appropriate progress reports to the Sponsor and FAA.
5. Review and comments on shop drawings submitted by contactors for compliance with design concepts.
  6. Review and comments on mix design, laboratory and mill test reports of materials, and equipment submitted by the contractor. Pay special attention to Portland Concrete Cement Mixes to ensure that they meet FAA Standards and are treated properly to mitigate for Alkali Silica Reactivity.
  7. Preparing and negotiating change orders and supplemental agreements.
  8. Observing or reviewing performance test(s) required by specifications.
  9. Determining payment amounts to contactors and assisting the Sponsor in the preparation of payment requests for amounts reimbursable from grant projects.
  10. Conduct wage rate interviews in accordance with federal standards.
  11. Make final inspection and submit a final construction report for the completed project to the owner.
  12. Prepare record drawings of the project(s), revise ALP to reflect as-constructed conditions.
  13. Assist owner with project closeout documents.
- E. Proposers may be required to provide other technical services, or subcontract with third party individuals or companies for such services. Technical services include, but are not limited to, the following:
1. Soils investigation, including core sampling, laboratory testing, related analyses, and reports.
  2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
  3. Land surveys and topographic maps.
  4. Field and/or construction surveys.
  5. Miscellaneous plans, studies, and assessment reports, including environmental, noise, drainage, etc.
  6. Assist Sponsor in preparing equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.) specifications for procurement or procurement purposes.
  7. Prepare benefit-cost analysis to assist in airport rates & charges against industry norms for similarly sized airports. Review and update airport lease documents.

#### **IV. SELECTION PROCESS**

The selection process will be in strict accordance with Federal Aviation Circular 150/5100-14D, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects,



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

and 49CFR Part 18. Fees will be negotiated for projects on a task order basis as grants are obtained. Cost or fee information is not to be submitted with this proposal.

The contract issued to the successful consultant is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Participation). DBE firms are encouraged to participate. The panel providing a recommendation to the Elko City Council will consist of the following panel members:

- 1 Airport Advisory Board Member
- 1 Elected City Council Member
- 3 Airport, City of Elko Employees

#### **V. CONTENTS OF STATEMENT OF QUALIFICATIONS**

A. Statement of Qualifications must be no more than 15 pages (Front & Back), exclusive of cover letters or letters of transmittal containing introductory language only. The Statement of Qualifications should include:

1. A cover letter.
2. A narrative statement detailing the firm's understanding of the requirements of the Sponsor and the capability to perform all or most aspects of the engineering projects proposed.
3. A general description of the firm, including company organizational structure, size of company, recent experience in comparable airport/aviation projects, and experience with projects funded by the FAA AIP Grants.
4. Identification of those key individuals who will be involved in the proposed project(s), setting forth their qualifications, backgrounds, experience, and specific responsibilities.
5. A representative list of previous clients and representative project comparable to the proposed engineering projects listed above. Include contact person, airport, project(s), and phone numbers.
6. Demonstrated capability to meet schedules/deadlines without delays, cost escalations, overruns, or contractor claims.

B. The Sponsor invites firms to submit Statements of Qualifications to perform the above-described services. Interested firms should submit eight (8) copies of the Proposal no later than 5:00 P.M., Friday, ~~November~~October \_\_\_\_, 2018:

City Clerk  
City of Elko  
1751 College Avenue



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

Elko, NV 89801

- C. Any submittal received after the identified date and time will be returned unopened.
- D. All packages must be submitted in a sealed envelope and clearly marked on the outside: "STATEMENT OF QUALIFICATIONS FOR AIRPORT ENGINEERING SERVICES".
- E. Proposals must contain the name, address, email address, and daytime telephone number for contact person(s) to who additional selection process requests should be communicated.
- F. Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that the Proposer has requested, in writing, to remain confidential under applicable law.

#### **VI. REQUEST FOR CLARIFICATION**

Any requests for clarification of additional information deemed necessary by any respondent to present a proposal shall be submitted in writing, via postal service, email, or fax to Kelly Wooldridge, City Clerk [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov) referencing this request. Written requests must be received a minimum for five (5) calendar days prior to the submission deadline. Any requests received after the deadline will not be considered. All requests received prior to the deadline will be responded to, by Ms. Wooldridge, in the form of an addendum addressed to all prospective respondents.

Direct contact with City elected officials, members of the Airport Advisory Board or City Staff (with the exception of the City Clerk) during the selection process, except when and in the manner expressly authorized by the Request for Statement of Qualification documents, is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

#### **VII. SELECTION CRITERIA**

Selection criteria contained in FAA Advisory Circular 150/5100-14D Chapter 2, will be applied in the following order of importance:

1. Capability to perform all or most aspects for the project and provide consultant services as may become necessary to the Elko Regional Airport. (15)
2. Recent experience in Airport projects comparable to the proposed projects and experience with the FAA (Pacific-Western Region and the Phoenix ADO) and Nevada DOT. (15)



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

3. Evidence that the consultant has established and implemented an Affirmative Action Program, and the consultant has experience in DBE requirements associated with Federal Grants. (5)
4. Key personnel's professional background/reputation and successful relevant experience. (15)
5. Demonstrated ability to meet schedules or deadlines, and to complete projects without having major cost escalations, overruns, or disputed claims. (10)
6. Quality of projects previously undertaken. (10)
7. Familiarity with the project(s) and the Elko Regional Airport and an understanding of the project(s) potential problems and owner's special concerns. (15)
8. Capability to furnish qualified inspectors with FAA project experience for construction inspections. (5)
9. Demonstrated capability to properly administer projects funded by the FAA (references and examples). (10)

Total 100 points

A short list will be developed from submittals received. Consultants on the short list will be asked to attend an interview prior to final selection. A schedule of fees will be negotiated with the selected consultant for the services to be performed under the initial FAA or other grant(s). Subsequent fees will be negotiated on a task order basis as additional grants are obtained.

It is the intent of the Sponsor to enter into a contract with the most qualified firm no later than December 31, 2018. The consulting firm most qualified to perform engineering services for the contemplated projects will be selected, and consulting fees for each project will be negotiated in accordance with FAA requirements.

#### **VIII. RESERVATIONS**

The Sponsor reserves the right to reject any or all proposals and specifically, to reject any or all responses to proposals that are deemed unqualified, unresponsive, unsatisfactory, and/or inappropriate. The Sponsor further reserves the right to change in incidental respects the eventual contracts in regard to scope, required services, and duties from the descriptions provided herein. The City and Airport reserves the right to competitively procure services for any portion of a project. Neither this RFQ nor any subsequent agreements shall be construed to guarantee any work for the selected firm.

The administration and staff of the Sponsor do not wish to be lobbied, either individually or collectively, regarding the RFQ. During the procurement process, firms and their subcontractors, sub-consultants or agents are not to contact any persons listed below for such purposes as holding meetings of introduction, dinners, social events, etc. Any firm contacting members of Staff in violation of this provision shall be disqualified from further consideration of this RFQ.



**City of Elko  
Elko Regional Airport  
975 Terminal Way  
Elko, NV 89801**

Curtis Calder, City Manager  
Jim Foster, Airport Manager  
Carol Genseal, Airport Security Coordinator  
Mandy Simons, City of Elko Council Member  
David Gillett, Airport Advisory Board

#### **ADDITIOINAL INFORAMTION**

**No cost or fee schedules shall be submitted.** FAA grant guidelines require cost and fee information to be presented during contract negotiations after the selection of the most qualified consultant with which to negotiate.

The following details provide additional information relevant to the selection process and the Airport:

- Firms submitting Statements may be selected for an interview within thirty (30) days after the deadline. The date, time and location will be coordinated with the firm.
- The Sponsor will negotiate a fee and billing schedule and contract with the successful firm.
- The Sponsor reserves the right to hold Statements for a minimum of sixty (60) days before action is requested.
- The Sponsor requests the firm to use, or have the ability to use, compatible with at minimum Autodesk Auto CAD Civil 3D 2012 to the latest version.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of a Lease Agreement with the Bureau of Land Management, for the operation and use of the Elko Interagency Fire Dispatch and Helibase and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13 , 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On September 24, 1997 BLM entered into lease agreement with the Elko Regional Airport for a period of twenty years, which has expired. The annual revenue generated from this Lease Agreement will be \$11,310.00. In addition, a 2% per year escalator was included in the Lease Terms. The Lease will be for a period of Twenty (20) years commencing upon the execution of the Agreement. JF**
6. Budget Information: **N/A**  
Appropriation Required:  
Budget amount available:  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of the Lease Agreement**
9. Recommended Motion: **Move to approve the Lease Agreement with Bureau of Land Management Lease Number L18PL0000 for the operation of the Elko Interagency Fire Dispatch and Helibase located at the Elko Regional Airport.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **Michael Schultz  
Realty Specialist  
The Arcanum Group  
Contractor for BLM Real Estate Leasing Services  
(303) 236-2221  
[Mtschultz@blm.gov](mailto:Mtschultz@blm.gov)  
  
Barbra Burns-Fink,  
Realty Specialist Contracting Officer  
Bureau of Land Management  
Real Estate Leasing Services  
National Operations Center  
303-236-0219  
Fax: 303-236-9473burnsfink@blm.gov**



**U.S. GOVERNMENT LEASE  
FOR REAL PROPERTY (Short Form)**

**REQUIREMENTS**

- A. The Government of the United States of America is seeking to lease approximately 37,700 Square Feet of land for GOVERNMENT owned dispatch center, parking lot, and helipad located at 975 Terminal Way in Elko, Nevada for immediate occupancy.

**OFFER**

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on November 30, 2018.

- C. Name and Address of Owner:

City of Elko Nevada  
1751 College Avenue  
Elko, Nevada 89801

Telephone Number: (775) 777-7100

- D. Owner is a corporation? ☐ Yes ☐ Municipality

- E. Owner is ☐ a small business ☐ a small disadvantaged business ☐ a women-owned small business ("Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipts of \$110 million or less for the preceding three fiscal years.).

- F. Name and Title of Person Authorized to sign Offer ☐ Owner ☐ Authorized Representative

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print)

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

**AWARD**

- G. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- H. Acceptance of offer and award: This lease contract consists of 28 pages, including the following attachments which are incorporated and made a part hereof:

GSA Form 3517 - General Clauses-15 Pages  
GSA Form 3518 - Representations and Certifications - 6 Pages

- I. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbra Burns-Fink, Contracting Officer

**Elko, Nevada**  
**Bureau of Land Management**  
**Lease Agreement**  
**LEASE NUMBER L18PL0000\_**

**WITNESSETH:** The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

**1. AGREEMENT:**

**LESSOR**, the City of Elko ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 37,700 Square Feet of land and a drainage easement located within the parameters of that certain parcel of land situate, lying and being at the Elko Regional Airport, more particularly described in Exhibits A and B, for GOVERNMENT owned extant structures located at 975 Terminal Way, Elko, NV used for the operation of the Elko Interagency Fire Dispatch and Helibase Facility.

GOVERNMENT is also granted the use of the aircraft parking apron, access ramps and associated facilities to park aircraft and conduct support activities related to wildland fire suppression and fixed/rotor wing logistical support operations as part of its aerial firefighting activities.

**2. TERM:**

**TO HAVE AND TO HOLD** the said Leased Premises with their appurtenances for the term beginning on **October 1, 2017** and continuing through **September 30, 2037**, subject to termination as is hereinafter set forth.

**3. RENTAL:**

Rental payments referenced herein are made in accordance with the Wildland Fire Legislation Public Law 113-235, Consolidated Appropriations Act, 2017.

A. BLM shall pay LESSOR during the 20 year term in accordance with the following rental schedule which is escalated annually by 2%.

Year	Annual Rent	Year	Annual Rent
1	\$ 11,310.00	11	\$ 13,786.83
2	\$ 11,536.20	12	\$ 14,062.56
3	\$ 11,766.92	13	\$ 14,343.81
4	\$ 12,002.26	14	\$ 14,630.69
5	\$ 12,242.31	15	\$ 14,923.30
6	\$ 12,487.15	16	\$ 15,221.77
7	\$ 12,736.90	17	\$ 15,526.21
8	\$ 12,991.63	18	\$ 15,836.73
9	\$ 13,251.47	19	\$ 16,153.47
10	\$ 13,516.50	20	\$ 16,476.53

Initials: \_\_\_\_\_  
Lessor Government

- B. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event GOVERNMENT exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

**4. TERMINATION:**

GOVERNMENT shall have the following termination rights:

- A. Termination will require 60 days' written notification to the LESSOR.
- B. Said notice shall be computed commencing with the day after the date of mailing.

**5. UTILITIES:**

GOVERNMENT shall be responsible and shall pay for: (i) all utilities provided to the Leased Premises, including gas, electricity, water, services to the existing septic system, trash removal, snow removal and communication services.

**6. LIABILITY:**

GOVERNMENT is responsible for the Leased Premises located at 975 Terminal Way, Elko, NV, as determined under and in accordance with this Lease Agreement and the laws of the State of Nevada, but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

**7. MAINTENANCE**

- A. During the term of this Lease, GOVERNMENT agrees to maintain, at its own expense, any Government owned improvements, fixtures and equipment thereon, in a safe and clean condition.
- B. GOVERNMENT and LESSOR will coordinate maintenance of the ramp area

**8. QUIET ENJOYMENT:**

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR's various rights contained elsewhere in this Lease Agreement. LESSOR shall retain ownership and title to the Leased Premises.

**9. BENEFITS:**

No member or delegate to Congress shall be admitted to any share or part of this Lease

Initials: \_\_\_\_\_  
Lessor Government

Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

#### **10. RELATIONSHIP OF PARTIES:**

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

#### **11. ALTERATIONS:**

GOVERNMENT shall have the right, with LESSOR approval, during the existence of this Lease Agreement to make alterations, attach fixtures, and erect structures or signs in or upon the Leased Premises, which fixtures, additions or structures so placed in, on, upon, or attached to the said Leased Premises shall be and remain the property of GOVERNMENT and may be removed or otherwise disposed of by GOVERNMENT. GOVERNMENT shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Premises. GOVERNMENT has the right to request LESSOR to perform said alterations in the Leased Premises. Any GOVERNMENT requested alterations to the space will be funded by the GOVERNMENT.

#### **12. WAIVER OF RESTORATION:**

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs.

#### **13. NOTICE:**

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **LESSOR** shall be mailed to:

City of Elko  
Attention: City Manager  
1751 College Avenue  
Elko, Nevada 89801

Telephone: (775) 777-7100

All notices to **GOVERNMENT** shall be mailed to:

Initials: \_\_\_\_\_  
Lessor Government

Bureau of Land Management  
Barbra Burns-Fink  
National Operations Center Denver Federal Center Building #50, OC651  
P.O. Box 25047  
Denver, CO 80225-0047  
Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

**Contracting Officer's Representative:** Michael Ford 775-753-0304

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

**14. ENTIRE AGREEMENT:**

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

**15. CONFLICT BETWEEN CLAUSES:**

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

**AGREED AND EXECUTED** as below written:

**ATTEST:**

**LESSOR:**  
City of Elko

\_\_\_\_\_  
Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

**GOVERNMENT:**  
UNITED STATES OF AMERICA DEPARTMENT  
INTERIOR BUREAU OF LAND MANAGEMENT

\_\_\_\_\_  
Barbra Burns-Fink  
Contracting Officer

\_\_\_\_\_  
Date

Initials: \_\_\_\_\_  
Lessor Government

## EXHIBIT A

### LEGAL DESCRIPTION OF LEASE AREA

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

Commencing at the centerline monument for Nevada State Route (SR) 225, Station "02" 26+78.74 PC, as shown on the Nevada Department of Transportation (NDOT) plans for right-of-way construction of Interstate 80 (I-80);

Thence, South 54°08'42" East, a distance of 49.06 feet, along the centerline of SR 225, to a point of intersection with Cimarron Way;

Thence, South 35°51'18" West, a distance of 203.64 feet, along the centerline of Cimarron Way;

Thence, North 53°1'12" West, a distance of 1,355.60 feet, to the Point of Beginning;

Thence, North 44°21'43" West, a distance of 3.22 feet, to a point along the southerly side of the Aspen Way access, utility, and drainage easement, granted by the Parcel Map for the City of Elko, Nevada, recorded in the office of the Elko County Recorder as file no. 528401, on December 10, 2004;

Thence, along said Aspen Way easement, on a non-tangent curve to the left, from a tangent bearing of North 50°33'36" West, with a radius of 460.00 feet, a central angle of 15°49'31", and an arc length of 127.05 feet;

Thence, continuing along said Aspen Way easement, North 66°23'07" West, a distance of 475.24 feet;

Thence, leaving said Aspen Way easement, South 44°21'43" West, a distance of 106.26 feet;

Thence, South 45°38'17" East, a distance of 567.91 feet;

Thence, North 44°21'43" East, a distance of 299.53 feet, more or less, to the Point of Beginning.

Said Lease Area contains an area of ±2.77 acres.

In addition, an easement for water and drainage is included as follows:

#### Drainage Easement

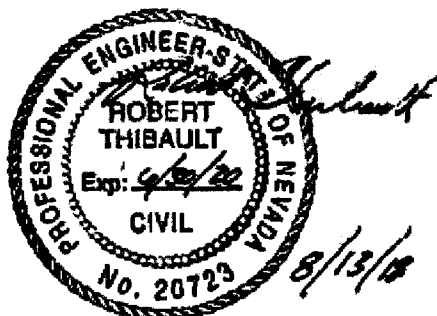
For the explicit purpose to contain a drainage out fall line extending outside the above Lease Boundary, a fifteen (15) foot wide easement, seven and one half (7 ½) feet on each side of the following described centerline;

Beginning at a point along the above described lease boundary, which bears North 45°38'17" West, a distance of 34.47 feet from the southerly most corner of the above described lease boundary;

Thence, South 22°57'23" East, a distance of 104.22 feet to the easement termination point.

The basis of bearings for this description is the Nevada Department of Transportation (NDOT) plans for right-of-way construction of Interstate 80.

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



Initials: \_\_\_\_\_  
Lessor Government

## Exhibit B

### Aerial or map view of Leased Premises



Initials: \_\_\_\_\_  
Lessor Government

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

THE BELOW STRICKEN CLAUSES, AND THEIR CORRESPONDING TEXT, DO NOT APPLY TO THIS LEASE AGREEMENT, AND ARE HEREBY REMOVED FROM THIS DOCUMENT.

<b>CATEGORY</b>	<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
GENERAL	1		<del>SUBLETTING AND ASSIGNMENT</del> <b>INTENTIONALLY OMITTED</b>
	2	552.270-11	<del>SUCCESSORS BOUND</del> <b>INTENTIONALLY OMITTED</b>
	3	552.270-23	<del>SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT</del> <b>INTENTIONALLY OMITTED</b>
	4	552.270-24	<del>STATEMENT OF LEASE</del> <b>INTENTIONALLY OMITTED</b>
	5	552.270-25	<del>SUBSTITUTION OF TENANT AGENCY</del> <b>INTENTIONALLY OMITTED</b>
	6	552.270-26	<del>NO WAIVER</del> <b>INTENTIONALLY OMITTED</b>
	7	552.270-27	<del>INTEGRATED AGREEMENT</del> <b>INTENTIONALLY OMITTED</b>
	8	552.270-28	<del>MUTUALITY OF OBLIGATION</del> <b>INTENTIONALLY OMITTED</b>
PERFORMANCE	9		<del>DELIVERY AND CONDITION</del> <b>INTENTIONALLY OMITTED</b>
	10		<del>DEFAULT BY LESSOR</del>
	11	552.270-19	<del>PROGRESSIVE OCCUPANCY</del> <b>INTENTIONALLY OMITTED</b>
	12		<del>MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT</del> <b>INTENTIONALLY OMITTED</b>
	13		<del>FIRE AND CASUALTY DAMAGE</del> <b>INTENTIONALLY OMITTED</b>
	14		<del>COMPLIANCE WITH APPLICABLE LAW</del> <b>INTENTIONALLY OMITTED</b>
	15	552.270-12	<del>ALTERATIONS</del> <b>INTENTIONALLY OMITTED</b>
	16		<del>ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY</del> <b>INTENTIONALLY OMITTED</b>
PAYMENT	17	52.204-7	<del>SYSTEM FOR AWARD MANAGEMENT</del>
	18	52.204-13	<del>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</del>

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



	19	552.270-31	PROMPT PAYMENT
	20	552.232-23	ASSIGNMENT OF CLAIMS (APPLICABLE TO LEASES OVER MICRO-PURCHASE THRESHOLD.) <b>INTENTIONALLY OMITTED</b>
	21	552.270-20	PAYMENT <b>INTENTIONALLY OMITTED</b>
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APPLICABLE TO LEASES OVER \$5.5 MILLION AND PERFORMANCE IS OVER 120 DAYS.) <b>INTENTIONALLY OMITTED</b>
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES (APPLICABLE TO LEASES OVER THE SIMPLIFIED LEASE ACQUISITION THRESHOLD.) <b>INTENTIONALLY OMITTED</b>
	26	52-223-6	DRUG-FREE WORKPLACE (APPLICABLE TO LEASES OVER SIMPLIFIED LEASE ACQUISITION THRESHOLD) <b>INTENTIONALLY OMITTED</b>
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S) (APPLICABLE TO LEASES OVER \$5.5 MILLION TOTAL CONTRACT VALUE AND PERFORMANCE PERIOD OF 120 DAYS OR MORE) <b>INTENTIONALLY OMITTED</b>
ADJUSTMENTS	28	552.270-30	PAYMENT FOR ILLEGAL OR IMPROPER ACTIVITIES (NEW NAME) (APPLICABLE TO LEASES OVER THE SIMPLIFIED LEASE ACQUISITION THRESHOLD.) <b>INTENTIONALLY OMITTED</b>
	29	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APPLICABLE WHEN COST/PRICING DATA ARE REQUIRED FOR WORK OVER \$750,000.) <b>INTENTIONALLY OMITTED</b>
	30	552.270-13	PROPOSALS FOR ADJUSTMENT <b>INTENTIONALLY OMITTED</b>
	31		CHANGES <b>INTENTIONALLY OMITTED</b>
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION (APPLICABLE TO LEASES OVER THE SIMPLIFIED LEASE ACQUISITION THRESHOLD.)
DISPUTES	34	52.233-1	DISPUTES

LABOR STANDARDS	35	52.22226	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APPLICABLE TO LEASES EXCEEDING THE MICRO-PURCHASE THRESHOLD)
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (APPLICABLE TO LEASES OVER \$150,000.) <b>INTENTIONALLY OMITTED</b>
SUBCONTRACTING	39	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APPLICABLE TO LEASES OVER \$15,000 TOTAL CONTRACT VALUE.) <b>INTENTIONALLY OMITTED</b>
	40	52.222-37	EMPLOYMENT REPORTS VETERANS (APPLICABLE TO LEASES \$150,000 OR MORE, TOTAL CONTRACT VALUE.) <b>INTENTIONALLY OMITTED</b>
	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APPLICABLE TO LEASES OVER \$35,000.) <b>INTENTIONALLY OMITTED</b>
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (APPLICABLE IF OVER \$750,000 TOTAL CONTRACT VALUE.) <b>INTENTIONALLY OMITTED</b>
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (APPLICABLE TO LEASES OVER THE SIMPLIFIED LEASE ACQUISITION THRESHOLD.) <b>INTENTIONALLY OMITTED</b>
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APPLICABLE TO LEASES OVER \$700,000 TOTAL CONTRACT VALUE) <b>INTENTIONALLY OMITTED</b>
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (APPLICABLE TO LEASES OVER \$700,000 TOTAL CONTRACT VALUE.) <b>INTENTIONALLY OMITTED</b>
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APPLICABLE TO LEASES OVER \$30,000 TOTAL CONTRACT VALUE.) <b>INTENTIONALLY OMITTED</b>
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN <b>INTENTIONALLY OMITTED</b>

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

**10. DEFAULT BY LESSOR (APR 2012)**

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors;  
or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

(a) *Definitions.* As used in this clause—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR Subpart 4.14; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1) (i) If a Contractor has legally changed its business name, *doing business* as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR;

and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be

issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

#### **19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) 30th day after Government acceptance of the work or service.  
However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.





released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**  
(Applicable to leases over \$150,000.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records

specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

**34. 52.233-1 DISPUTES (MAY 2014)**

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute

resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**35. 52.22226 EQUAL OPPORTUNITY (APR 2015)**

(a) *Definitions.* As used in this clause--

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;

- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of an amendment to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, for sanitation service in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Elko Sanitation Company currently provides sanitation service in the City of Elko pursuant to an agreement dated June 11, 2012, as amended. Elko Sanitation is requesting that the rate schedule be amended pursuant to Section 15.01 (CPI Based Change) of the agreement. The request is to be made in writing. Such request is to be accompanied by statement from an independent certified public account that the contractor's cost of doing business has increased at a rate at least equal to the increase in CPI. The fees or compensation may be increased every two years at an amount equal to the net percentage change in the CPI less one percent. SAW**
6. Budget Information:  

Appropriation Required: **NA**  
Budget amount available: **NA**  
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed amendment, Elko Sanitation letter September 25, 2018, supporting documentation dated September 11, 2018 and proposed rate schedule with changes highlighted**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution: **Mr. Jared Martin, Site Manager**  
**[jaredm@wcnx.org](mailto:jaredm@wcnx.org)**

**SEVENTH AMENDMENT TO  
EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, TRANSPORTATION  
AND DISPOSAL OF MUNICIPAL SOLID WASTE  
AND THE COLLECTION, TRANSPORTATION AND DIVERSION OF RESIDENTIAL  
CO-MINGLED RECYCLABLES**

This SEVENTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND THE COLLECTION, TRANSPORTATION AND DIVERSION OF RESIDENTIAL CO-MINGLED RECYCLABLES ("Seventh Amendment") by and between the CITY OF ELKO, NEVADA, a municipal corporation (hereinafter referred to as the "City"), and ELKO SANITATION COMPANY, a Nevada corporation (hereinafter referred to as "Contractor"), is entered into as of November 13, 2018 (the "Effective Date").

**RECITALS**

WHEREAS, City and Contractor entered into an Exclusive Franchise Agreement for the Collection, Transportation and Disposal of Municipal Solid Waste and the Collection, Transportation and Diversion of Residential Co-Mingled Recyclables on June 11, 2012 (the "Agreement"); and

WHEREAS, pursuant to Section 15.01 (CPI Based Change) of the Agreement, Contractor is permitted to request in writing a rate increase once every two (2) years to reflect ordinary changes in the cost of doing business, as measured by fluctuations of the Consumer Price Index (CPI), published by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers (CPI-U; West D Size; Base 12/77 = 100) subject to City Council approval; and

WHEREAS, the request is to be submitted within the year in which the CPI is published; and

WHEREAS, Contractor's fees or compensation may be increased once every two (2) years at an amount equal to the net percentage change in said CPI, computed as the difference between the indexes from January of the previous year to January of the current year; and

WHEREAS, Contractor is requesting a three point eight percent (3.8%) adjustment to the City of Elko Rates as shown in Exhibit A of the Agreement pursuant to Section 15.01 (CPI Based Change) of the Agreement;

**AGREEMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. **Effective Date.** This Seventh Amendment shall become effective as of the Effective Date.



2. **Amendment to Exhibit A.** The Agreement is hereby amended by replacing the existing "Exhibit A" to the Agreement with the following revised Exhibit A:

Exhibit A - City of Elko Rates

# Elko Rates

Frequency	Residential 35 Gal Tipper	Residential 95 Gal Tipper	Residential Recycle Cart		2 Yard Bin	3 Yard Bin	6 Yard Bin	Commercial 8 Yard Bin	Commercial 65 Gal Tipper	Commercial 95 Gal tipper
1 X Week	\$15.03	\$18.24	\$0.00		\$65.98	\$99.58	\$132.80	\$166.33	\$22.59	\$26.48
2 X Week					\$88.51	\$132.80	\$265.69	\$306.66	\$35.63	\$37.60
3 X Week					\$132.80	\$199.14	\$398.30	\$457.88		\$69.90
4 X Week					\$177.71	\$265.69	\$531.33	\$603.64		\$75.21
5 X Week					\$221.34	\$332.94	\$663.80	\$749.13		\$94.13
6 X Week					\$265.71	\$398.31	\$796.55	\$958.75		\$110.39
<b>Other Fees</b>										
Rollout					\$5.04	\$5.04			\$5.04	\$5.04
Walk Out	\$10.87	\$10.87								
Special Pick Up					\$15.94	\$21.25	\$42.47	\$84.95	\$5.53	\$6.48
Wash and Sanitize	\$26.47	\$26.47	\$26.47		\$47.64	\$47.64	\$47.64	\$47.64	\$26.47	\$26.47
Delivery					\$10.86	\$10.86	\$10.86	\$10.86	\$10.86	\$10.86
Extra Material: \$3.18 per can/bag; \$5.29 per yard										
Return Trip: \$7.41										
Reinstatement: \$10.59										
Redelivery: \$15.30										
Waiting Time: \$1.53 per minute										
Additional 65 gallon cart	2.17									
Additional 95 gallon cart	5.42									
Direct Burial: \$79.41 plus \$105.88 landfill fee										
Bulky Items: Case by case basis										

Approved: November 13, 2018 Seventh Amendment

Exhibit A (cont.)

# Elko Rolloff Rates

	10 Yard	15 Yard	18 Yard	20 Yard	30 Yard
Monthly Rental Fee	\$79.78	\$79.78	\$79.78	\$79.78	\$79.78
Haul Fee (per haul)	\$73.85	\$73.85	\$79.78	\$87.16	\$132.95
Landfill Fee (per ton)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Delivery Fee	\$27.10	\$27.10	\$27.10	\$27.10	\$27.10
Mileage Rate (per mile)	\$2.77	\$2.77	\$2.77	\$2.77	\$2.77
Relocate	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Trip Charge	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Tires (per tire) - \$15.88					
Wash, Sanitize, Redeliver - case by case basis					
Waiting Time: \$1.59 per minute					

Approved: November 13, 2018 Seventh Amendment

3. **Counterparts.** This Sixth Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Sixth Amendment, all references to the term "Agreement" in this Sixth Amendment and in the original Agreement shall include the terms contained in this Sixth Amendment.

5. **Conflicting Provisions.** In the event of any conflict between the original terms of the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall prevail.

6. **Authorization.** Each party executing this Sixth Amendment represents and warrants that it is duly authorized to cause this Sixth Amendment to be executed and delivered.

7. **Execution in Triplicate.** This Sixth Amendment, consisting of six (6) pages, shall be executed in triplicate, and each executed copy shall have the full force and effect of an original.

***[Signature Page Immediately Follows.]***

IN WITNESS WHEREOF, the parties execute this Sixth Amendment as of the Effective Date.

**CITY:**

CITY OF ELKO

By: \_\_\_\_\_  
Chris J. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Shanell Owen , City Clerk

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Jared Martin  
Its: Manager



25 September 2018

Scott Wilkinson  
City of Elko  
1751 College Avenue  
Elko, NV 89801

Dear Scott,

Elko Sanitation would like to thank you for the opportunity to provide the solid waste removal services for the customers of the City of Elko. We look forward to our continued partnership for many years to come. Our crew at Elko Sanitation is stronger than ever! We have local employees who have invested themselves in the City of Elko through donations and community involvement. Elko is our home and we are dedicated to its success.

Per our discussion, I am requesting the City of Elko to consider a 3.8% price increase to our service rates. Our last price increase was in October 2016. During this time, we have seen a 4.8% increase in the CPI (West Urban Consumers). Attached are supporting documents from an independent auditor, per franchise agreement terms.

Over the past two years, we have continued to invest in our company in order to provide safe, clean and efficient equipment for our community.

- Truck and equipment purchases from 2016 through 2018 budget year are expected to exceed \$587,000, combined with container purchases and repairs in excess of \$133,800 for the same time period brings our total investment for the 2 years to \$753,000.

We have invested over \$50,000 into our recycle program by installing a baler. This has allowed us to reduce the amount of trips to Salt Lake City and reduce our carbon footprint.

Even with these increased costs, we have continued to provide the City of Elko with consistent, safe and reliable trash removal service. If approved, this price increase will better position Elko Sanitation for future capital investments of trucks and containers to keep up with the growth of the City of Elko.

We look forward to continue to provide our services to our community and neighbors in the years to come.

Sincerely,

Jared Martin  
Site Manager  
Elko Sanitation

**ELKO SANITATION, INC.**

**COSTS OF PROVIDING SERVICES TO CITY OF ELKO  
RATE OF CHANGE COMPARED TO RATE OF  
CHANGE FOR CONSUMER PRICE INDEX FISCAL  
YEAR 2015 TO 2017**

# **ELKO SANITATION, INC.**

## **TABLE OF CONTENTS**

	<b><u>PAGE NO.</u></b>
<b>ACCOUNTANT'S REVIEW REPORT</b>	<b>1</b>
<b>STATEMENTS</b>	
Cost of Providing Services to the City of Elko Rate of Change Compared to the Rate of Change for Consumer Price Index for the fiscal years 2015 to 2017	<b>2</b>
<b>SUPPLEMENTARY INFORMATION</b>	
Consumer Price Index – All Urban Consumers	<b>3</b>





### Independent Accountant's Review Report

To the Board of Directors of  
Elko Sanitation, Inc.  
Elko, Nevada

We have reviewed Elko Sanitation, Inc.'s Costs of Providing Services to the City of Elko Rate of Change Compared to the Rate of Change for Consumer Price Index for the fiscal years 2015 to 2017. Elko Sanitation, Inc. management is responsible for the Costs of Providing Services to the City of Elko Rate of Change Compared to the Rate of Change for Consumer Price Index for the fiscal years 2015 to 2017.

Our review was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. A review is substantially less in scope than an examination, the objective of which is the expression of an opinion on Costs of Providing Services to the City of Elko Rate of Change Compared to the Rate of Change for Consumer Price Index for the fiscal years 2015 to 2017.

Based on our review, nothing came to our attention that caused us to believe that the Costs of Providing Services to the City of Elko Rate of Change Compared to the Rate of Change for Consumer Price Index for the fiscal years 2015 to 2017 are not presented, in all material respects, in conformity with Elko Sanitation Inc.'s costs per their financial records.

The supplementary information contained in Consumer Price Index – All Urban Consumers is presented for purposes of additional analysis and is not a required part of the City of Elko Rate of Change Compared to the Rate of Change for Consumer Price Index for the fiscal years 2015 to 2017. We have not compiled, reviewed, or audited the supplementary information, and do not express an opinion or provide any form of assurance on it.

*Glennon + Sandoval Company*

Elko, Nevada  
September 11<sup>th</sup>, 2018

**ELKO SANITATION, INC.**  
**COSTS OF PROVIDING SERVICES TO THE CITY OF ELKO RATE OF CHANGE**  
**COMPARED TO THE RATE OF CHANGE FOR CONSUMER PRICE INDEX**  
**FISCAL YEAR 2015 TO 2017**

**ELKO SANITATION, INC.**

	<b>2015</b>			<b>2017</b>			<b>'15 to '17 % Change</b>
	<b>Residential</b>	<b>Commercial</b>	<b>Total</b>	<b>Residential</b>	<b>Commercial</b>	<b>Total</b>	
<b>Cost of Operations</b>							
Labor	366,603	474,081	840,684	380,780	492,044	872,824	3.8%
Landfill fees	225,779	291,971	517,750	255,643	330,342	585,985	13.2%
Truck fuel	70,379	91,012	161,391	69,596	89,932	159,528	-1.2%
Truck other	155,685	201,328	357,013	170,670	220,540	391,210	9.6%
Other	43,574	56,349	99,923	66,068	85,371	151,439	51.6%
<b>Total</b>	<b>862,020</b>	<b>1,114,741</b>	<b>1,976,761</b>	<b>942,757</b>	<b>1,218,229</b>	<b>2,160,986</b>	<b>9.3%</b>
<b>Selling, General and Administrative</b>	<b>144,458</b>	<b>186,810</b>	<b>331,268</b>	<b>164,551</b>	<b>212,632</b>	<b>377,183</b>	<b>13.9%</b>
<b>Depreciation</b>	<b>118,614</b>	<b>153,388</b>	<b>272,002</b>	<b>132,199</b>	<b>170,827</b>	<b>303,026</b>	<b>11.4%</b>
<b>Amortization</b>	<b>6,106</b>	<b>7,896</b>	<b>14,002</b>	<b>5,294</b>	<b>6,841</b>	<b>12,135</b>	<b>-13.3%</b>
<b>Total Expenses</b>	<b>1,131,198</b>	<b>1,462,835</b>	<b>2,594,033</b>	<b>1,244,801</b>	<b>1,608,529</b>	<b>2,853,330</b>	<b>10.0%</b>

**CONSUMER PRICE INDEX - ALL URBAN CONSUMERS\***

<b>Area:</b>	<b>2015</b>	<b>2017</b>	
Western urban	<u>243.015</u>	<u>254.738</u>	<u>4.8%</u>

\* Consumer Price Index (CPI), published by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumer (CPI-U: Western D Size; Base 12/77 = 100), for fiscal years 2015 and 2017.

*See Independent Accountant's Review Report.*

---

## Supplementary Information

---

**Consumer Price Index - All Urban Consumers**  
**Original Data Value**

Series Id: CUUR0400SA0,CUUS0400SA0

Not Seasonally Adjusted

Area: West urban

Item: All items

Base Period: 1982-84=100

Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2008	215.739	216.339	218.533	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685	219.646
2009	215.923	217.095	217.357	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307	218.822
2010	219.989	220.179	220.809	221.202	221.417	221.147	221.331	221.523	221.384	221.708	221.671	222.081	221.203
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215
2015	238.318	239.748	241.690	242.302	244.227	244.332	245.040	244.737	244.257	244.341	243.749	243.434	243.015
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705
2017	250.814	252.252	252.949	253.806	254.380	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738
2018	258.638	259.986	260.994	262.037	263.240	263.732	263.971						

Source: [http://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUUR0400SA0,CUUS0400SA0](http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0400SA0,CUUS0400SA0)

See Independent Accountant's Review Report.

# Elko Rates

Frequency	Residential 35 Gal Tipper	Residential 95 Gal Tipper	Residential Recycle Cart		2 Yard Bin	3 Yard Bin	6 Yard Bin	Commercial 8 Yard Bin	Commercial 65 Gal Tipper	Commercial 95 Gal tipper
1 X Week	\$15.03	\$18.24	\$0.00		\$65.98	\$99.58	\$132.80	\$166.33	\$22.59	\$26.48
2 X Week					\$88.51	\$132.80	\$265.69	\$306.66	\$35.63	\$37.60
3 X Week					\$132.80	\$199.14	\$398.30	\$457.88		\$69.90
4 X Week					\$177.71	\$265.69	\$531.33	\$603.64		\$75.21
5 X Week					\$221.34	\$332.94	\$663.80	\$749.13		\$94.13
6 X Week					\$265.71	\$398.31	\$796.55	\$958.75		\$110.39
<b>Other Fees</b>										
Rollout					\$5.04	\$5.04			\$5.04	\$5.04
Walk Out	\$10.87	\$10.87								
Special Pick Up					\$15.94	\$21.25	\$42.47	\$84.95	\$5.53	\$6.48
Wash and Sanitize	\$26.47	\$26.47	\$26.47		\$47.64	\$47.64	\$47.64	\$47.64	\$26.47	\$26.47
Delivery					\$10.86	\$10.86	\$10.86	\$10.86	\$10.86	\$10.86
Extra Material: \$3.18 per can/bag; \$5.29 per yard										
Return Trip: \$7.41										
Reinstatement: \$10.59										
Redelivery: \$15.30										
Waiting Time: \$1.53 per minute										
Additional 65 gallon cart:	2.17									
Additional 95 gallon cart:	5.42									
Direct Burial: \$79.41 plus \$105.88 landfill fee										
Bulky Items: Case by case basis										

Approved: November 13, 2018 Seventh Amendment

# Elko Rolloff Rates

	10 Yard	15 Yard	18 Yard	20 Yard	30 Yard
Monthly Rental Fee	\$79.85	\$79.85	\$79.78	\$79.10	\$79.10
Haul Fee (per haul)	\$73.85	\$73.85	\$79.78	\$79.10	\$79.10
Landfill Fee (per ton)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Delivery Fee	\$27.10	\$27.10	\$27.10	\$27.10	\$27.10
Mileage Rate (per mile)	\$2.77	\$2.77	\$2.77	\$2.77	\$2.77
Relocate	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Trip Charge	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Tires (per tire) - \$15.88					
Wash, Sanitize, Redeliver - case by case basis					
Waiting Time: \$1.59 per minute					

Approved: November 13, 2018 Seventh Amendment

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

1. Title: **Review, consideration, and possible approval of an amendment, adding a service, to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, for sanitation service in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Elko Sanitation Company currently provides sanitation service in the City of Elko pursuant to an agreement dated June 11, 2012, as amended. Elko Sanitation is requesting that the rate schedule be amended by adding a service and additional fees as provided for under section 14.01 of the agreement. Addition of a service requires amendment to the fee schedule and approval of the proposed fees by the City Council. The additional service would be a four yard front loader container for commercial accounts. The additional fees would be for the 4 yard container fees and related fees rollout fee. The proposed amendment is identified as the third amendment to the agreement. SAW**
6. Budget Information:  

Appropriation Required: **NA**  
Budget amount available: **NA**  
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed amendment, Elko Sanitation letter dated November 5, 2018, and proposed rate schedule with changes highlighted**
9. Recommended Motion: **Move to approve an amendment adding a service, to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, for sanitation service in the City of Elko.**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution:

**EIGHTH AMENDMENT TO  
EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, TRANSPORTATION  
AND DISPOSAL OF MUNICIPAL SOLID WASTE  
AND THE COLLECTION, TRANSPORTATION AND DIVERSION OF RESIDENTIAL  
CO-MINGLED RECYCLABLES**

EIGHTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE AND THE COLLECTION, TRANSPORTATION AND DIVERSION OF RESIDENTIAL CO-MINGLED RECYCLABLES (this "Eighth Amendment") by and between the CITY OF ELKO, NEVADA, a municipal corporation (hereinafter referred to as the "City"), and ELKO SANITATION COMPANY, a Nevada corporation (hereinafter referred to as "Contractor"), is entered into as of November 13 , 2015 (the "Effective Date").

**RECITALS**

WHEREAS, City and Contractor entered into that certain Exclusive Franchise Agreement for the Collection, Transportation and Disposal of Municipal Solid Waste and the Collection, Transportation and Diversion of Residential Co-Mingled Recyclables on June 11, 2012 (the "Agreement");

WHEREAS, Section 14.01 of the Agreement allows for the addition of services and fees and inclusion of those services and fees in the rate schedule; and

WHEREAS, Elko Sanitation wishes to add a particular service and related fees.

**AGREEMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1.     **Effective Date.**   This Eighth Amendment shall become effective as of the Effective Date.

2.     **Amendment to Exhibit A**   The Agreement is hereby amended as follows:



# Elko Rates

Frequency	Residential 35 Gal Tipper	Residential 95 Gal Tipper	Residential Recycle Cart		2 Yard Bin	3 Yard Bin	4 Yard Bin	6 Yard Bin	Commercial 8 Yard Bin	Commercial 65 Gal Tipper	Commercial 95 Gal tipper
1 X Week	\$15.03	\$18.24	\$0.00		\$65.98	\$99.58	\$109.11	\$132.80	\$166.33	\$22.59	\$26.48
2 X Week					\$88.51	\$132.80	\$177.04	\$265.69	\$306.66	\$35.63	\$37.60
3 X Week					\$132.80	\$199.14	\$265.56	\$398.30	\$457.88		\$69.90
4 X Week					\$177.71	\$265.69	\$354.08	\$531.33	\$603.64		\$75.21
5 X Week					\$221.34	\$332.94	\$442.60	\$663.80	\$749.13		\$94.13
6 X Week					\$265.71	\$398.31	\$531.12	\$796.55	\$958.75		\$110.39
Other Fees											
Rollout					\$5.04	\$5.04	\$5.04			\$5.04	\$5.04
Walk Out	\$10.87	\$10.87									
Special Pick Up					\$15.94	\$21.25	\$31.86	\$42.47	\$84.95	\$5.53	\$6.48
Wash and Sanitize	\$26.47	\$26.47	\$26.47		\$47.64	\$47.64	\$47.64	\$47.64	\$47.64	\$26.47	\$26.47
Delivery					\$10.86	\$10.86	\$10.86	\$10.86	\$10.86	\$10.86	\$10.86
Extra Material: \$3.18 per can/bag, \$5.29 per yard											
Return Trp. \$7.41											
Reinstatement: \$10.59											
Redelivery: \$15.30											
Waiting Time: \$1.53 per minute											
Additional 65 gallon cart 2.17											
Additional 95 gallon cart 5.42											
Direct Bunal: \$79.41 plus \$105.88 landfill fee											
Bulky Items: Case by case basis											

Approved: November 13, 2018 Eighth Amendment

Exhibit A (cont.)

# Elko Rolloff Rates

	10 Yard	15 Yard	18 Yard	20 Yard	30 Yard
Monthly Rental Fee	\$79.78	\$79.78	\$79.78	\$79.78	\$79.78
Haul Fee (per haul)	\$73.85	\$73.85	\$79.78	\$87.16	\$132.95
Landfill Fee (per ton)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Delivery Fee	\$27.10	\$27.10	\$27.10	\$27.10	\$27.10
Mileage Rate (per mile)	\$2.77	\$2.77	\$2.77	\$2.77	\$2.77
Relocate	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Trip Charge	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Tires (per tire) - \$15.88					
Wash, Sanitize, Redeliver - case by case basis					
Waiting Time: \$1.59 per minute					

Approved: November 13, 2018 Eighth Amendment

3. **Counterparts.** This Third Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Third Amendment, all references to the term "Agreement" in this Third Amendment and in the original Agreement shall include the terms contained in this Third Amendment.
5. **Conflicting Provisions.** In the event of any conflict between the original terms of the Agreement and this Third Amendment, the terms of this Third Amendment shall prevail.
6. **Authorization.** Each party executing this Third Amendment represents and warrants that it is duly authorized to cause this Third Amendment to be executed and delivered.
7. **Execution in Triplicate.** This Third Amendment, consisting of four (4) pages, shall be executed in triplicate, and each executed copy shall have the full force and effect of an original.

***[Signature Page Immediately Follows.]***

IN WITNESS WHEREOF, the parties execute this Third Amendment as of the date first written above.

**CITY:**

CITY OF ELKO

ATTEST:

\_\_\_\_\_  
Shanell Owen, City Clerk

By: \_\_\_\_\_  
Chris J. Johnson, Mayor

**CONTRACTOR:**

ELKO SANITATION COMPANY

By: \_\_\_\_\_  
Name: Kris Wright  
Its: Site Manager



WASTE CONNECTIONS INC.  
Connect with the Future



05 November 2018

Scott Wilkinson  
City of Elko  
1751 College Avenue  
Elko, NV 89801

Dear Scott,

We have added 4 yard front load containers to our inventory and would like to offer them to the City of Elko. Below is a breakdown of the price structure of our previous container sizes. I took the average cost per yard and plugged it in to set a price for the 4 yard containers. Please let me know if you have any questions.

Total Cost per container size (yellow is proposed)					
Per Week	Yards				
	2	3	4	6	8
1	63.56	95.93	105.12	127.94	160.24
2	85.27	127.94	170.56	255.96	295.43
3	127.94	191.85	255.84	383.72	441.12
4	171.2	255.96	341.12	511.88	581.54
5	213.24	320.75	426.4	639.5	721.71
6	255.96	383.73	511.68	767.39	923.65
Current Prices					

Total Cost per container size (yellow is proposed)					
Per Week	Yards				
	2	3	4	6	8
1	\$65.98	\$99.58	\$109.11	\$132.80	\$166.33
2	\$88.51	\$132.80	\$177.04	\$265.69	\$306.66
3	\$132.80	\$199.14	\$265.56	\$398.30	\$457.88
4	\$177.71	\$265.69	\$354.08	\$531.33	\$603.64
5	\$221.34	\$332.94	\$442.60	\$663.80	\$749.13
6	\$265.69	\$398.31	\$531.12	\$796.55	\$958.75
With 3.8% Increase					

Sincerely,

Jared Martin  
Site Manager  
Elko Sanitation

# Elko Rates

Frequency	Residential 35 Gal Tipper	Residential 95 Gal Tipper	Residential Recycle Cart		2 Yard Bin	3 Yard Bin	4 Yard Bin	6 Yard Bin	Commercial 8 Yard Bin	Commercial 65 Gal Tipper	Commercial 95 Gal tipper
1 X Week	\$15.03	\$18.24	\$0.00		\$65.98	\$99.58	\$109.11	\$132.80	\$166.33	\$22.59	\$26.48
2 X Week					\$88.51	\$132.80	\$177.04	\$265.69	\$306.66	\$35.63	\$37.60
3 X Week					\$132.80	\$199.14	\$265.56	\$398.30	\$457.88		\$69.90
4 X Week					\$177.71	\$265.69	\$354.08	\$531.33	\$603.64		\$75.21
5 X Week					\$221.34	\$332.94	\$442.60	\$663.80	\$749.13		\$94.13
6 X Week					\$265.71	\$398.31	\$531.12	\$796.55	\$958.75		\$110.39
Other Fees											
Rollout					\$5.04	\$5.04	\$5.04			\$5.04	\$5.04
Walk Out	\$10.87	\$10.87									
Special Pick Up					\$15.94	\$21.25	\$31.86	\$42.47	\$84.95	\$5.53	\$6.48
Wash and Sanitize	\$26.47	\$26.47	\$26.47		\$47.64	\$47.64	\$47.64	\$47.64	\$47.64	\$26.47	\$26.47
Delivery					\$10.86	\$10.86	\$10.86	\$10.86	\$10.86	\$10.86	\$10.86
Extra Material: \$3.18 per can/bag; \$5.29 per yard											
Return Trip: \$7.41											
Reinstatement: \$10.59											
Redelivery: \$15.30											
Waiting Time: \$1.53 per minute											
Additional 65 gallon cart:		2.17									
Additional 95 gallon cart:		5.42									
Direct Burial: \$79.41 plus \$105.88 landfill fee											
Bulky Items: Case by case basis											

Approved: November 13, 2018 Eighth Amendment

# Elko Rolloff Rates

	10 Yard	15 Yard	18 Yard	20 Yard	30 Yard
Monthly Rental Fee	\$79.78	\$79.78	\$79.78	\$79.78	\$79.78
Haul Fee (per haul)	\$73.85	\$73.85	\$79.78	\$87.16	\$132.95
Landfill Fee (per ton)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Delivery Fee	\$27.10	\$27.10	\$27.10	\$27.10	\$27.10
Mileage Rate (per mile)	\$2.77	\$2.77	\$2.77	\$2.77	\$2.77
Relocate	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Trip Charge	\$31.76	\$31.76	\$31.76	\$31.76	\$31.76
Tires (per tire) - \$15.88					
Wash, Sanitize, Redeliver - case by case basis					
Waiting Time: \$1.59 per minute					

Approved: November 13, 2018 Eight Amendment

**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration and possible approval of temporary waivers of the mandatory connection to public sewer for four (4) additional building permits associated with APN 001-633-030, pursuant to City Code 3-2-3 (B)(4), and matters related thereto. FOR POSSIBLE ACTION**

2. Meeting Date: **November 13, 2018**

3. Agenda Category: **NEW BUSINESS**

4. Time Required: **5 Minutes**

5. Background Information: **Great Basin Estates Phase 2 and Phase 3 Maps are currently pending NDEP approval. On October 9, 2013, the City Council approved one (1) waiver associated with APN 001-633-030.**

**Since NDEP has not yet approved the maps, “public sewerage and water supply” are technically unavailable, thereby requiring City Council approval of a waiver of the mandatory connection to public sewer requirement. Additionally, Staff believes that unless a variance is granted by the Planning Commission, only one (1) building permit can be approved per parcel. CC**

6. Budget Information:

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**

7. Business Impact Statement: **Not Required**

8. Supplemental Agenda Information: **Emails from Robert Capps, CEO, Capps Homes, Inc.**

9. Recommended Motion: **Pleasure of the Council**

10. Prepared By: **Curtis Calder, City Manager**

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: **Robert Capps, CEO  
Capps Homes, Inc.  
[robertcapps@cappshomes.com](mailto:robertcapps@cappshomes.com)**



## Curtis Calder

---

**From:** Robert Capps <robertcapps@cappshomes.com>  
**Sent:** Tuesday, November 06, 2018 11:53 AM  
**To:** Curtis Calder  
**Subject:** GBE phase 2 request

Curtis,

Some additional information regarding the GBE phase 2 situation:

Although NDEP is taking the position that they have not officially approved the construction drawings for phases 2 & 3 because fees were not paid until recently, which was brought to my attention recently, it is apparent that they did review all phases back in 2015 when they reviewed phase 1. This is evidenced by their plan comments in 2015. All of their plan comments for all phases were addressed in 2015 by Carter Engineering (the project engineer) with their resubmittal to NDEP and the construction of all phases has been undertaken per those comments and revised plans.

Phase 1 is now completely built out, with the exception of two lots which are slated for a new floor plan which is currently in the design process. Phase 2 infrastructure construction has been completed for a few months now, the performance bond, which addresses the maintenance bond, has been executed and paid. The only item at this point preventing the recordation of the ph2 final map is the receipt of a letter from NDEP. NDEP informs me it may take up to another 2-3 months to issue this letter.

My company has been struggling for three years now to attract a complete A quality construction crew. We have finally turned the corner in this regard. Had this team been together since 2015 we would have been able to produce three times as many homes as we have to date, which this town desperately needs. Without the ability to begin construction of new homes immediately the housing shortage will not improve, jobs will be lost and the stop and start process my company will suffer through will be substantial.

It is unfortunate this situation with NDEP got to the point it has, which was no one's intention. It was in no ones' best interest to not have timely NDEP official approval. However, we are where we are and shutting this project down at this time will not help anyone including the city of Elko. Therefore, I am requesting that the city issue Capps Homes Inc four additional building permits in phase 2 immediately. This request in no way puts the city or the community at risk. Capps Homes Inc is willing to accept any financial risk, if any, of the city issuing permits at this time.

Furthermore, it is common practice throughout the state for cities to issue building permits in subdivisions where the final map has not yet been recorded. To issue certificates of occupancy is not common practice, would not make sense nor is it being requested.

Your attention to this matter is greatly appreciated.

Sincerely Yours,

Robert Capps, CEO  
Capps Homes Inc.

## Curtis Calder

---

**From:** Curtis Calder  
**Sent:** Tuesday, November 06, 2018 11:55 AM  
**To:** 'Robert Capps'  
**Subject:** RE: 11-13-18 city council agenda deadline

**Importance:** High

Robert,

You are correct that the City Council must approve a waiver for each additional Building Permit. The last waiver was relatively simple since it was a single permit for an existing parcel.

According to Staff's research, your request for additional building permits will first require a variance be granted from the Planning Commission, as you are requesting multiple building permits on a single parcel. The earliest the Planning Commission can hear the variance request is December 4, and we are not certain the Planning Commission will even approve the variance request. If I place your request on the November 13 agenda, the City Council will most likely refer it back to the Planning Commission, as a variance has not been approved.

If you feel like you still want the item on the November 13 agenda, I'm happy to do so. However, I do not believe the City Council will approve the waivers without the prerequisite variances being issued. The alternative, is to wait for NDEP to approve everything and return the signed maps for the recordation of individual parcels.

Please let me know before 5:00 pm today, as we are posting the City Council agenda first thing tomorrow.

Curtis

**From:** Robert Capps [mailto:robertcapps@cappshomes.com]  
**Sent:** Tuesday, November 06, 2018 11:11 AM  
**To:** Curtis Calder <ccalder@elkocitynv.gov>  
**Subject:** 11-13-18 city council agenda deadline

Curtis,

I have been talking to Scott to past two days in an attempt to resolve some issues concerning Great Basin Estates Subdivision phases 2 and 3. This morning he suggested that I reach out to you directly. It wasn't clear whether he wants to be a part of that conversation or not, either way is fine with me.

Additionally, I would like GBE phase 2 building permit issuance to be put on the 11/13/18 agenda and understand the deadline is this afternoon to make that happen. I am told that agenda items can only be added to the agenda through you so I am reaching out to you to help me make that happen.

Please contact me at your earliest convenience.

Robert

775-800-6044

**Elko City Council  
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 834, an amendment to the City Zoning Ordinance, specifically Title 3, Chapter 3, of the Elko City Code entitled "Subdivisions", specifically a repeal and replacement of the chapter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **ORDINANCE**
4. Time Required: **20 Minutes**
5. Background Information: **Planning Commission at their May 1, 2018 meeting, initiated an amendment to the City Zoning Ordinance, Section 3-3. It was further discussed at the August 7, 2018 meeting. A motion was made to have a special meeting with City Council and Planning Commission on September 18, 2018. From that meeting a special working group was formed and they held two meetings, October 4<sup>th</sup> and 17<sup>th</sup>, 2018 to finalize the changes to the code. Planning Commission took action at their November 6, 2018 meeting to recommend to City Council to adopt Ordinance 834. CL**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance and P.C. Action Report**
9. Recommended Motion: **Conduct first reading of Ordinance No. 834, and direct Staff to set the matter for public hearing, second reading, and possible adoption.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, City Attorney**
12. Council Action:
13. Agenda Distribution:



# **CITY OF ELKO**

## **Planning Department**

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@ci.elko.nv.us](mailto:planning@ci.elko.nv.us)

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

---

### *Memorandum*

To: Planning Commission  
From: Cathy Laughlin  
Date: October 31, 2018

Re: Divisions of Land Code

#### Major components of the code revision

- Chronological order
- Removed ambiguity
- Consistent with NRS
- Timeline for submittal and review, 3-3-5(C) & 3-3-7(F)
- City of Elko to submit maps to State, 3-3-5(D)(2) & 3-3-7(G)(2)
- Performance agreement and guarantee, 3-3-21 & 3-3-22
- Building permits and COO, 3-3-7(H) 8 & 9
- Construction shall not begin before Federal / State approval, 3-3-21(A)7
- Created a new section for Appeals, 3-3-30



# 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

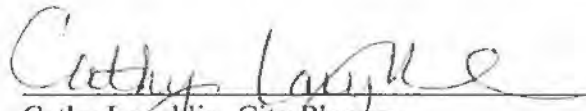
---

### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of November 6, 2018


WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on November 6, 2018 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 2-18, Ordinance No. 834, an amendment to the City Zoning Ordinance, specifically Title 3, Chapter 3, of the Elko City Code entitled "Subdivisions", specifically a repeal and replacement of the chapter, and matters related thereto.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an ordinance, which approves Zoning Ordinance Amendment No. 2-18.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk

**CITY OF ELKO  
ORDINANCE NO. 834**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, OF THE ELKO CITY CODE  
ENTITLED "SUBDIVISIONS" BY REPEAL AND REPLACING CHAPTER 3  
ENTIRELY, AND MATTERS RELATED THERETO.**

**WHEREAS**, the City of Elko desires to amend the City Code to provide clarification within the Title 3 Zoning Regulations, Chapter 3 Subdivisions;

**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 3, Chapter 3 is hereby amended to read as follows:

**Chapter 3  
SUBDIVISIONS**

**3-3-1: PURPOSE AND INTENT:**

**3-3-2: DEFINITIONS:**

**3-3-3: OUTLINE OF PROCEDURES:**

**3-3-4: PREAPPLICATION (CONFERENCE) STAGE (STAGE I):**

**3-3-5: PRELIMINARY PLAT STAGE (STAGE II):**

**3-3-6: FINAL PLAT STAGE (STAGE III):**

**3-3-7: INFORMATION REQUIRED FOR PRELIMINARY PLAT SUBMISSION:**

**3-3-8: INFORMATION REQUIRED FOR FINAL PLAT SUBMISSION:**

**3-3-20: GENERAL PROVISIONS FOR SUBDIVISION DESIGN:**

**3-3-21: STREET LOCATION AND ARRANGEMENT:**

**3-3-22: STREET DESIGN:**

**3-3-23: BLOCK DESIGN:**

**3-3-24: LOT PLANNING:**

**3-3-25: EASEMENT PLANNING:**

**3-3-26: STREET NAMING:**

**3-3-27: STREET LIGHTING DESIGN STANDARDS:**

**3-3-40: RESPONSIBILITY FOR IMPROVEMENTS:**

**3-3-41: ENGINEERING PLANS:**

**3-3-42: CONSTRUCTION AND INSPECTION:**

**3-3-43: REQUIRED IMPROVEMENTS:**

**3-3-44: AGREEMENT TO INSTALL IMPROVEMENTS:**

**3-3-45: PERFORMANCE GUARANTEE:**

**3-3-50: PARK LAND DEDICATIONS:**

**3-3-60: PARCEL MAPS:**

**3-3-70: MODIFICATION OF STANDARDS:**

**3-3-75: REVERSIONS TO ACREAGE:**

**3-3-80: PROHIBITION AGAINST SALE IN VIOLATION:**

**3-3-85: MERGERS AND RESUBDIVISION OF LAND:**

**3-3-90: VIOLATIONS AND PENALTIES:**

### **3-3-1: PURPOSE AND INTENT:**

~~The purpose of this chapter is to provide for the orderly growth and harmonious development of the city; to ensure adequate traffic circulation through coordinated subdivision street system with relation to major thoroughfares, adjoining subdivisions, and public facilities to achieve individual property lots of optimum utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to facilitate reservation of adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal description and to provide logical procedures for the achievement of this purpose; safeguard the public health, safety and general welfare; and to ensure development in conformance with the city master plan. In its interpretation and application, the provisions of this chapter are intended to provide a common ground of understanding and a sound and equitable working relationship between public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of the land. (Ord. 624, 10-26-2004)~~

### **3-3-2: DEFINITIONS:**

~~For purposes of this chapter, certain words, terms and phrases are defined as follows:~~

~~**BLOCK:** A piece or parcel of land, or group of lots, entirely surrounded by public rights-of way, streams, railroads or parks, or a combination thereof.~~

~~**BUILDING LINE:** A line between which and the street right of way line no building or structure or portion thereof, shall be erected, constructed, or otherwise established.~~

~~**CITY COUNCIL:** The city council of the city of Elko.~~

~~**COMMISSION:** The city of Elko planning commission.~~

~~**CONDITIONAL APPROVAL:** An affirmative action by the commission or city council indicating the approval of preliminary plat will be forthcoming upon compliance with certain specified stipulations.~~

~~**DEVELOPMENT MASTER PLAN:** A preliminary map showing the tentative layout of streets and arrangements of land uses, including the location of schools, recreation areas and other community facilities for the entirety of a large landholding of which a portion is to be submitted as a preliminary plat; a map meeting the requirements of section 3-3-4 of this chapter.~~

~~**EASEMENT:** A grant by the owner of the use of a strip of land by the public, a corporation, or persons for specific and designated uses and purposes.~~

~~**ENGINEERING PLANS:** Plans, profiles, cross sections and other required details for the construction of public improvements, prepared in conjunction with the plat and in compliance with standards of design and construction approved by the city council.~~

~~**EXCEPTIONS:** Any parcel of land located within the perimeter of the subdivision but which is not included in the plat.~~

~~**FINAL APPROVAL:** Unconditional approval of the final plat by the city council as evidenced by certification on the plat by the mayor of the city of Elko. Final approval constitutes authorization to record the plat.~~

**FULL FRONTAGE:** All lot lines of any lot, parcel or tract of property adjacent to a road, street, alley or right of way, to include lots, parcels or tracts containing multiple borders or edges, such as corner lots.

**LAND DISTURBANCE:** The removal of the vegetative cover from the surface of any land, parcel, lot or construction site that exceeds one acre of disturbed surface area and, most probably, is a result of grading activity associated with new construction.

**LOT:** A distinct part or parcel of land separated from other pieces or parcels by description, as in a subdivision or on a record survey map, or by metes and bounds, with the intention or for the purpose of sale, lease, separate use or for the purpose of building.

**A. Corner Lot:** A lot abutting on two (2) or more intersecting streets.

**B. Double Frontage Lot:** A lot abutting two (2) parallel or approximately parallel streets.

**C. Interior Lot:** A lot having but one side abutting on a street.

**D. Key Lot:** An interior lot, one side of which is contiguous to the rear line of a corner lot.

**LOT DEPTH:** The shortest distance, measured on a line parallel to the axis of the lot, between points on the front and rear lot lines.

**LOT LINE:** A line bounding a lot.

**A. Front Lot Line:** The lot line coinciding with the street line; or, in the case of a corner lot, the shortest of two (2) lot lines coinciding with street lines; or, in the case of a double frontage lot, both lot lines coinciding with street lines.

**B. Rear Lot Line:** The lot line opposite and farthest from the front lot line; for a pointed or irregular lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten feet (10') long and wholly within the lot.

**C. Side Lot Line:** Any lot line other than a front or rear lot line; in the case of a corner lot, the lot line abutting the side street is designated as the exterior side lot line; all other side lot lines are designated as interior side lot lines.

**LOT WIDTH:** A. In the case of a rectangular lot or a lot abutting on the outside of a street curve, the distance between side lot lines measured parallel to the street or to the street chord and measured on the street chord.

B. In the case of a lot abutting on the inside of a street curve, the distance between the side lot lines measured parallel to the street or the street chord at the rear line of the dwelling, or, where there is no dwelling, thirty feet (30') behind the minimum front setback line.

**MASTER PLAN:** The adopted plan or parts thereof, providing for the future growth and improvement of the city of Elko and for the general location and coordination of streets and highways, schools and recreation areas, public building sites, and other physical development which shall have been duly adopted by the planning commission and city



council.

**NEIGHBORHOOD PLAN:** A plan prepared by the city to guide the platting of remaining undeveloped parcels in a partially built-up neighborhood so as to make reasonable use of all land, correlate street patterns, and achieve the best possible land use relationships.

**OFFICIAL STREET CLASSIFICATION AND HIGHWAY PLAN COMPONENT OF THE MASTER PLAN:** A plan adopted by the planning commission and city council which provides for development of a system of major streets and highways.

**OWNER:** The person or persons holding title by deed to land, or holding title as vendees under land contract, or holding any other title or record.

**PARCEL MAP:** As defined in the Nevada Revised Statutes.

**PEDESTRIANWAY:** A public or private walk through a block from street to street or from a street to a school, park, recreation area or other public facility.

**PLAT:** A map of a subdivision; the same as "map" as defined in the Nevada Revised Statutes.

**A. Final Plat:** A plat of all or part of a subdivision essentially conforming to an approved preliminary plat, prepared in accordance with provisions of section 3-3-8 of this chapter.

**B. Preliminary Plat:** A preliminary tentative map, including supporting data, indicating a proposed subdivision development, prepared in accordance with section 3-3-7 of this chapter.

**C. Recorded Plat:** A final plat bearing all of the certificates of approval required by this chapter and duly recorded in the Elko County recorder's office.

**PRELIMINARY APPROVAL:** Approval of a preliminary plat by the planning commission. Preliminary approval constitutes authorization to proceed with preparation of engineering plans and final plat.

**PUBLIC IMPROVEMENT STANDARDS:** A set of standards approved by the city council regulating the design and construction of public improvements in the city of Elko. These standards are the "Standard Specifications For Public Works Construction", latest edition, as distributed to the cities and counties of northern Nevada by the regional transportation commission of Washoe County.

**PUBLIC UTILITIES:** Underground, aboveground or overhead facilities furnishing to the public, electricity, gas, steam, communications, water, drainage, sewage disposal, flood control, irrigation or refuse disposal, owned and operated by any person, firm, corporation, municipal department or board duly authorized by state or municipal regulations. "Public utilities", as used herein, may also refer to such persons, firms, corporation, departments or boards, as the context indicates.

**STREET:** Any existing or proposed street, avenue, boulevard, road, lane, parkway, place, bridge, viaduct or easement for public vehicular access; or, a street shown in a plat heretofore approved pursuant to law; or, a street in a plat duly filed and recorded in the county recorder's office. A street includes all land within the street right of way, whether

~~improved or unimproved, and includes such improvements as pavement, shoulder, curbs, gutters, sidewalks, parking space, bridges, viaducts, lawns and trees.~~

~~A. Alley: A public way providing secondary vehicular access and service to properties which also abut a street.~~

~~B. Arterial And Minor Arterial Streets: A general term describing large major streets, including freeways, expressways and interstate roadways, and state and/or county highways having city and regional continuity.~~

~~C. Collector Residential And Local Residential Streets: City streets serving the primary function of providing access to abutting property:~~

~~1. Cul-De-Sac Street: A short collector residential and local residential street having one end permanently terminating in and including a vehicular turning area.~~

~~2. Marginal Access Street: A collector residential and local residential street parallel to and abutting an arterial street which provides access to abutting property, intercepts other collector residential and local residential streets, and controls access to the arterial street.~~

~~D. Collector Street: A street generally with limited continuity serving the primary function of moving traffic between arterial streets and local residential streets, and the secondary function of providing access to abutting properties.~~

~~E. Private Street: A nondedicated, privately owned right of way or limited public way that affords the principal means of emergency and limited vehicular access and connection from the public street system to properties created through the division or subdivision of land.~~

~~F. Public Street: A dedicated public right of way that is part of the public street system and which affords the principal means of emergency and general vehicular access to abutting property.~~

~~G. Street Line: A line describing the limits of a street right of way.~~

~~SUBDIVIDER: The person, firm, corporation, partnership, association, syndicate, trust, or other legal entity that files application and initiates proceedings for the subdivision of land in accordance with the provisions of this chapter; provided, that an individual serving as agent for such legal entity shall not be deemed the subdivider.~~

~~SUBDIVISION: As defined in the Nevada Revised Statutes.~~

~~SUBDIVISION REVIEW COMMITTEE: A committee consisting of the city engineer, city planner, public works director, fire chief or fire marshal, and planning commission chair or vice chair formed for the purpose of conducting a subdivision preapplication (stage I) review prior to preliminary plat submittal. (Ord. 739, 8-9-2011)~~

### ~~3-3-3: OUTLINE OF PROCEDURES:~~

~~The preparation, submission, review and official action concerning all subdivision plats located within the city shall proceed through the following progressive stages:~~

~~A. Stage I – preapplication (conference) stage;~~

~~B. Stage II – preliminary plat stage;~~

~~C. Stage III – final plat stage. (Ord. 548, 11-28-2000)~~

### **3-3-4: PREAPPLICATION (CONFERENCE) STAGE (STAGE I):**

~~The preapplication stage of subdivision planning comprises an investigatory period preceding actual preparation of the preliminary plat by the subdivider. During this stage, the subdivider shall make known his intentions to the subdivision review committee and be advised of specific public objectives related to the subject tract and other details regarding platting procedures and requirements. During this stage, it shall be determined whether a change in zoning will be required for the subject tract or any part thereof, and, if such change is required, the subdivider shall initiate the necessary application for zoning amendment in conjunction with submission of the preliminary plat. In carrying out the purposes of the preapplication stage, the subdivider and the subdivision review committee shall be responsible for the following sections:~~

~~A. Actions By Subdivider: The subdivider shall meet with the subdivision review committee and present a general outline of his proposal, including, but not limited to:~~

~~1. Sketch plans and ideas regarding land use, street and lot arrangement, and tentative lot sizes.~~

~~2. Tentative proposals regarding water supply, sewage disposal, storm drainage and street improvements, and any additional information required by this code and the subdivision review committee.~~

~~B. Actions By Subdivision Review Committee: The subdivision review committee may advise the subdivider of procedural steps, design and improvement standards, and general plat requirements. The subdivision review committee may then proceed with the following investigations, and report its recommendations in writing to the subdivider, planning commission and city council:~~

~~1. Check existing zoning of the tract and of abutting properties, and determine whether a zoning amendment is necessary or desirable.~~

~~2. Examine the adequacy of parks and other public facilities.~~

~~3. Determine the relationship of the site to major streets, utility systems and adjacent land uses, and determine whether there are any potential problems related to topography, utilities, drainage or flooding.~~

~~4. Determine whether a development master plan shall be prepared and approved prior to preparation and consideration of a preliminary plat.~~

**C. Development Master Plan:** Whenever, in the opinion of the planning commission, the proposed subdivision is sufficiently large to comprise a major part of a future neighborhood, or, the tract initially proposed for platting is only a part of a larger land area the development of which is complicated by unusual topographic, utility, land use, land ownership problems or other conditions, the subdivider shall be required to prepare a development master plan for the larger area which must be submitted to the commission for approval and must be filed with the city engineer at least fifteen (15) days prior to the meeting date at which the commission will be reviewing the plan.

**1. Preparation:** The plan shall be prepared on a sheet twenty four inches by thirty six inches (24" x 36"), shall be accurate commensurate with its purpose, and shall include:

- a. General street pattern with particular attention to the location and general alignment of collector streets and to convenient circulation throughout the neighborhood.
- b. General location and size of school, park and other public facility sites.
- c. Location of shopping center, multi-family residential and other proposed land uses.
- d. Methods proposed for sewage disposal, water supply and storm drainage.

**2. Approval:** When the plan has been approved by the planning commission, it shall constitute the general design approach to be followed in the preparation of all preliminary plats within its limits. If development is proposed to take place in several stages, the plan shall be submitted as supporting data for each preliminary plat. The plan shall be kept up to date by the subdivider as modifications occur or become necessary. (Ord. 624, 10-26-2004)

### **3-3-5: PRELIMINARY PLAT STAGE (STAGE-II):**

The preliminary plat stage includes preparation, submission, review and planning commission action on the preliminary plat. Processing of the preliminary plat will be expedited by submission of all information essential to determining the intended character and general acceptability of the proposal.

**A. Zoning Amendments:** The preliminary plat shall be designed to meet the specific requirements of the zoning district in which it is located; however, in the event that an amendment of zoning is necessary, an application for such amendment shall be submitted and processed in conjunction with the preliminary plat. The planning commission shall not proceed with processing of the plat unless and until said application is submitted. The application for zoning amendment should be heard by the planning commission at the same meeting as the preliminary plat, but shall be acted upon separately. When a preliminary plat constitutes only one unit of a larger development intended for progressive platting, zoning amendment shall usually be limited to the area contained in and abutting the initial plat. In any event, any required zoning amendment shall have been approved by the planning commission prior to the preliminary plat approval. Zoning amendments must conform with the master plan, adopted by the planning commission and city council.

**B. Sanitary Sewerage, Water Supply, Storm Drainage And Garbage Disposal:** As a prerequisite of preliminary plat review by the planning commission, the subdivider shall have informed the commission, health department and the city engineer of the tentative

~~plans and shall provide adequate information to determine the general requirements for sewage disposal, water supply, storm drainage, garbage disposal and other public utilities as applied to the subject tract.~~

**~~C. Preliminary Plat Submission:~~**

- ~~1. Documents; Scheduling: Eighteen (18) copies of the preliminary plat and any required supporting data, prepared in accordance with the requirements of this chapter, shall be filed with the planning department at least twenty one (21) days prior to the planning commission meeting at which the subdivider desires to be heard. Scheduling of the case for planning commission hearing shall be dependent upon submission of adequate data and completion of processing. If additional copies of the submittal are needed for proper review of the proposal, they shall be furnished by the subdivider.~~
- ~~2. Submittal To Be Checked: The submittal shall be checked by the subdivision review committee for completeness, and, if it meets with all requirements of section 3-3-7 of this chapter, it shall be assigned a file number; if incomplete, it shall be rejected and the subdivider notified as to its deficiencies.~~
- ~~3. Filing Fee: The subdivider shall, at the time of filing, pay to the city a filing fee based upon the number of lots in the plat. If preliminary approval subsequently expires prior to application for final approval, the plat shall be resubmitted for preliminary approval as a new case, and the subdivider shall pay the required fee in accordance with the adopted schedule. The filing fee shall be set by resolution by the city council.~~

**~~D. Preliminary Plat Review:~~**

- ~~1. Copy Distribution: The subdivider shall provide additional copies of the preliminary plat to the city for distribution to:
  - ~~a. The city engineer;~~
  - ~~b. School district superintendent, board of trustees of Elko County;~~
  - ~~c. Utility companies;~~
  - ~~d. Division of water resources, department of conservation and natural resources;~~
  - ~~e. Division of environmental protection, department of conservation and natural resources; and~~
  - ~~f. Health department, department of human resources.~~~~
- ~~2. Commission Shall Review: The planning commission shall review the preliminary plat submitted for compliance with the provisions of this chapter and the zoning requirements, and shall consult with and seek the advice of appropriate city departments and agencies on any matters of design or improvement. It shall be the responsibility of the subdivider to provide any necessary data.~~
- ~~3. Public Hearing Required: In reviewing and considering preliminary plats, the planning commission shall first hold a public hearing prior to taking any action on a preliminary plat. Upon the filing of an application for preliminary plat, the city staff shall set the~~

matter for hearing not later than forty five (45) days thereafter. After the time and place have been established by the city staff, notice of the hearing shall be sent by mail at least ten (10) days before the hearing to all property owners adjoining or adjacent to the area proposed to be subdivided as shown by the latest assessment rolls of the city. Notice by mail to the last known address of the real property owners as shown by the assessor's records shall be sufficient. Legal notice shall be placed in a newspaper of general circulation within the city at least ten (10) days prior to the date of the public hearing.

4. ~~Modifications: In the event the planning commission requires modifications of the plat as submitted, the commission shall so inform the subdivider and may provide him advice in overcoming deficiencies prior to the commission hearing. A recommendation for modification or change may be sufficiently important to warrant postponement of the commission hearing until the matter has been resolved with the subdivider.~~

#### **E. Preliminary Plat Approval:**

1. ~~The planning commission shall consider the preliminary plat within forty five (45) days after the plat has been filed. The commission shall report to the city council within thirty (30) days after review of the preliminary plat. The report shall approve or disapprove the map or maps of the subdivision. If conditionally approved or disapproved, the report shall state the conditions under which the map would have been approved or that approval was withheld because the land proposed to be subdivided was not suitable for such development. If approval is withheld, the report shall state the reasons why the land was not considered suitable. The city council shall approve or disapprove a tentative map within forty five (45) days after receipt of the planning commission's recommendations, after first holding a public hearing as set forth in subsection D3 of this section.~~
2. ~~Before approving a tentative plat, the planning commission and city council shall make such findings as are not inconsistent with the provisions of Nevada Revised Statutes sections 278.010 through 278.630, inclusive, or local ordinances adopted pursuant thereto, including, but not limited to, findings that the subdivision:~~

~~a. Will not result in undue water or air pollution. In making this determination it shall consider:~~

- ~~(1) The topography of the land and its relation to the floodplains or areas subject to flooding or water damage;~~
- ~~(2) The nature of soils and subsoils and their ability adequately to support waste disposal;~~
- ~~(3) The slope of the land and its effect on effluents;~~
- ~~(4) The effectiveness of sewerage plans and solid waste disposal; and~~
- ~~(5) The applicable environmental and health laws and regulations.~~

~~b. Has sufficient water meeting applicable health standards for the reasonably foreseeable needs of the subdivision.~~

- ~~c. Will not cause an unreasonable soil erosion or reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result.~~
- ~~d. Will not cause an unreasonable burden on an existing water supply, if one is to be utilized.~~
- ~~e. Will not cause unreasonable street or highway congestion or unsafe conditions with respect to use of the streets or highways existing or proposed and addresses for the new streets or highways to serve the subdivisions.~~
- ~~f. Is in conformance with the duly adopted master plan and zoning ordinances, except in cases of inconsistency between the two, the zoning ordinance takes precedence. No provision of this chapter shall be constructed to prevent a governing body from disapproving a tentative map if such disapproval is in the best interests of the public health, safety or welfare, and such disapproval is made by a majority vote of its members and made within the time limit provided.~~
- ~~g. Availability and accessibility of utilities.~~
- ~~h. Availability and accessibility of public services, such as schools, police and fire protection, recreation and parks.~~

~~3. If satisfied that the preliminary plat meets all requirements of this chapter, the planning commission may grant preliminary approval, whereupon the secretary shall note such approval on three (3) copies of the plat, return one copy to the subdivider, retain one copy in the permanent commission file, and give one copy to the city engineer.~~

~~4. If the plat is generally acceptable but requires minor revision, the planning commission may find conditional approval, and the required conditions and revisions shall be noted in the meeting minutes. Thereafter, at the discretion of the commission, the plat may be given preliminary approval when it has been satisfactorily revised in accordance with the commission's stated conditions.~~

~~5. If the plat is disapproved by the planning commission, any new filing of a plat for the same tract, or any part thereof, shall follow the aforesaid procedure and be subject to payment of a new filing fee. The subdivider may appeal the planning commission's decision to the governing body within fifteen (15) days. The city council may overrule any ruling of the planning commission in regard to the tentative plat.~~

~~6. Upon preliminary approval, the planning department shall notify the utility companies of such approval.~~

~~F. Significance Of Preliminary Approval: Preliminary approval constitutes authorization for a subdivider to proceed with preparation of the final plat and engineering plans. Preliminary approval is based upon the following terms:~~

~~1. Basic conditions under which preliminary approval is granted shall not be changed prior to expiration date.~~

~~2. Unless the time is extended consistent with the requirements of Nevada Revised Statutes 278.360, the subdivider shall present to the planning commission within four (4) years:~~

a. A final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or

b. One of a series of final maps, each covering a portion of the approved tentative map.

3. If the subdivider fails to record a final map for any portion of the tentative map within four (4) years after the date of approval of the tentative map by the city council, or within two (2) years after the date of approval by the city council of the most recently recorded final map, all proceedings concerning the subdivision are terminated.

4. The city council, after referral to the planning commission for review and comment, may grant an extension of not more than two (2) years for the presentation of the next final map in a series of final maps covering a portion of the approved tentative map after the two (2) year period for presenting the entire final map or next successive final map has expired.

5. Preliminary approval does not constitute an authorization to proceed with site improvements prior to approval by the city engineer of engineering plans.

G. ~~Expiration Of Preliminary Approval: If preliminary approval expires prior to filing of a request for an extension or the time given in an extension expires, the preliminary plat, if resubmitted, shall be processed as a new case, and a new fee paid. If planning commission review of a resubmitted plat reveals no significant change from the previously approved preliminary plat and conditions under which previous approval was granted have not changed, the filing fee shall be as set by the city council and the resubmitted plat scheduled for hearing by the commission at its first regular scheduled meeting thereafter. (Ord. 785, 7-8-2014)~~

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

The final plat stage includes the final design and engineering of the subdivision, and the preparation, submission, review and action on the final plat and engineering plans.

#### **A. Presubmission Requirements:**

1. ~~Zoning: The final plat shall meet all requirements of the zoning district in which located, and any necessary zoning amendments shall have been adopted by the city council prior to filing of the final plat.~~

2. ~~Preparation Of Final Plat: The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with the provisions of this chapter.~~

3. ~~Easements: 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.~~

#### **B. Final Plat Submission:**

1. The planning commission shall review the final plat for conformity with the preliminary plat and conformity with the engineer's approval of final plat and construction drawings.



2. The subdivider shall file with the city clerk the final plat and four (4) true copies thereof, together with the recordation fee, at least fifteen (15) days prior to the city council meeting date at which the subdivider desires to be heard.

**C. Final Plat Review:**

1. Upon receipt of the final plat submittal, the city clerk shall record receipt and date of filing, and transmit all copies of the final plat to the city engineer for checking the submittal for completeness. If incomplete, the filing dated shall be voided and the subdivider so notified. If complete, and if the final plat substantially conforms to the approved preliminary plat, the city engineer shall transmit copies of the submittal to the Nevada highway department, where applicable, who shall make known their recommendations in writing addressed to the city engineer.
2. The city engineer shall assemble the recommendations of the various reviewing offices, including the planning commission findings and recommendations, and submit same to the city council.
3. In the event that the city engineer finds that the final plat does not substantially conform to the approved preliminary plat, as approved by the planning commission, then the final plat shall be submitted to the commission for review and recommendations prior to consideration by the city council.

**D. Final Plat Approval And Recordation:**

1. Upon notification from the city engineer that the plat is in order, the city clerk shall place the case on the agenda of the next regular meeting, at which time the city council shall approve or deny the plat.
2. If the city council denies approval of the plat for any reason whatever, such reasons shall be recorded in the minutes and the subdivider so notified. If the city council gives final approval of the plat, the city clerk shall transcribe upon the plat a certificate of approval signed by the mayor and the city clerk, first making sure that all other required certifications have been duly signed, and that engineering plans have been approved by the city engineer.
3. The subdivider shall then cause signed prints of the plat to be provided to the city engineer, the county recorder, the county assessor and the planning commission, all at the expense of the subdivider.
4. The subdivider shall then record the plat in the county recorder's office and pay the recordation fee. (Ord. 548, 11-28-2000)

**3-3-7: INFORMATION REQUIRED FOR PRELIMINARY PLAT SUBMISSION:**

- A. Form And Scale:** Preliminary plat information hereinafter required shall be shown graphically on one or more plan sheets with written data either entered directly thereon or attached thereto. All mapped data for the same plat shall be drawn at the same standard engineering scale, such scale having not more than one hundred feet (100') to the inch. Whenever practicable, the plan scale shall be selected to produce an overall sheet measuring twenty four inches by thirty six inches (24" x 36").

**B. Identification Data:**

- ~~1. Proposed subdivision name, location and section, township and range; reference by dimension and bearing to a section corner or quarter-section corner.~~
- ~~2. Name, address and phone number of subdivider(s).~~
- ~~3. Name, address and phone number of engineer or surveyor preparing plat, together with the registration number issued to such engineer or surveyor by the Nevada registering board.~~
- ~~4. Scale, north point and date of preparation, including dates of any subsequent revisions.~~
- ~~5. A small scale location map showing the relationship of the tract to existing community facilities which serve or influence it, including: arterial streets, railroads, shopping centers, parks and playgrounds, and churches.~~
- ~~6. Legal description defining the boundaries of the subdivision.~~

**C. Existing Conditions Data:**

- ~~1. Topography by two foot (2') contour intervals related to the city current coordinate system shown on the same map as the proposed subdivision layout. Topographic data shall be adequate to show the character and drainage of the land.~~
- ~~2. Location of water wells, streams, private ditches, washes and other water features, including direction of flow; location and extent of areas subject to frequent periodic or occasional inundation.~~
- ~~3. The location of designated flood zones and/or special flood hazard areas.~~
- ~~4. Within or adjacent to the tract, the location, widths and names of all platted streets, railroads, utility rights of way of public record, public areas, permanent structures to remain, and municipal corporation lines.~~
- ~~5. Name, book and page numbers of all recorded plats abutting the tract or across a boundary street from the tract.~~
- ~~6. Existing zoning classification of the tract and adjacent properties.~~
- ~~7. Dimensions of all tract boundaries; gross and net acreage of tract.~~

**D. Proposed Conditions Data:**

- ~~1. Street layout, including location and width of streets, alleys, pedestrianways and easements, including connections to adjoining platted subdivisions and through unsubdivided tracts, proposed names of all streets and approximate grade of all rights of way. A traffic impact analysis may be required where additional traffic in the area may exceed city roadway capacities and warrant traffic signal improvements, additional travel lanes or impact state highways.~~

- ~~2. Lot layout, including dimensions of typical lots; and the dimensions of all corner lots and lots on street curves; each lot numbered consecutively; total number of lots.~~
- ~~3. Location, width and proposed use of easements.~~
- ~~4. Location, extent and proposed use of all land to be dedicated or reserved for public use, including school sites or parks.~~
- ~~5. Location and boundary of all proposed zoning districts.~~
- ~~6. Draft of proposed deed restrictions.~~
- ~~7. The subdivider and/or subdivision engineer shall provide a preliminary or conceptual grading plan; including conceptual depiction of areas proposed for cut and fill; estimated quality of material to be graded; estimated finished grades adequate to establish general grading trend; proposed methods of erosion control; general location and specifications of any manufactured (cut or fill) slopes.~~
- ~~8. The subdivider shall comply with all applicable provisions of the city national pollutant discharge elimination system general permit for discharges from small municipal separate storm sewer systems, permit no. NV040000.~~

**E. Proposed Utility Methods:**

- ~~1. Sewage Disposal: It shall be the responsibility of the subdivider to furnish information as to design for sewage disposal connecting to the city system.~~
- ~~2. Water Supply: Evidence of adequate volume and quality satisfactory to the city engineer from the city system.~~
- ~~3. Storm Drainage: Preliminary drainage calculations and layout of proposed storm drainage system, including locations of outlets, shall be submitted. Storm drainage shall comply with the city of NPDES permit requirements and current regulations.~~
- ~~4. Telephone, Power, Gas, Television: Design and location shall be shown.~~
- ~~5. Will Serve Letters: The engineering department shall provide a water, sewer and solid waste disposal "will serve" letter to the applicable state agencies. (Ord. 624, 10-26-2004)~~

**3-3-8: INFORMATION REQUIRED FOR FINAL PLAT SUBMISSION:**

- ~~A. Form And Content: The final map shall be clearly and legibly drawn with black, waterproof India ink upon good tracing cloth or Mylar, including affidavits, certificates and acknowledgments. Each sheet shall be twenty four inches by thirty six inches (24" x 36") in size. A marginal line shall be drawn completely around each sheet showing an entirely black margin of one inch (1") at bottom, top and right edge, and two inches (2") on the left edge on the twenty four inch (24") dimension. The scale of the map shall be not less than one inch equals one hundred feet (1" = 100'). The particular number of the sheet and the total number of sheets comprising the map shall be so stated on each of the sheets and the number in relation to each adjoining sheet shall be clearly shown. The title sheet shall~~

~~contain the location of the property being divided with references to maps which have been previously recorded or by reference to the plat of the United States survey. Copies of the final plat shall be reproduced in the form of blue line or black line prints on the white background.~~

**B. Identification Data:**

- ~~1. Name of subdivision and location by section, township, range and county.~~
- ~~2. Name, address and registration number of the registered land surveyor preparing the plat. The land surveyor preparing the plat must be registered in the state of Nevada.~~
- ~~3. Scale, north point and date of plat preparation.~~

**C. Survey Data (Required):**

- ~~1. Boundaries of the tract fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field; all dimensions expressed in feet and decimals thereof.~~
- ~~2. Any exceptions within the plat boundaries located by bearings and distances expressed in feet and decimals thereof, determined by an accurate survey in the field.~~
- ~~3. Location and description of cardinal points to which all dimensions, angles, bearings and similar data on the plat shall be referenced; the subdivision traverse shall be tied by course and distance to a section corner or quarter-section corners.~~
- ~~4. Location and description of all physical encroachments upon the boundaries of the tract.~~

**D. Descriptive Data:**

- ~~1. Name, right of way lines, courses, lengths and widths of all streets, alleys, pedestrianways and utility easements; radii, points of tangency and central angles of all curvilinear streets and alleys; radii of all rounded street line intersections.~~
- ~~2. All drainageways, designated as such.~~
- ~~3. All utility and public service easements, including designation whether for public access or utilities.~~
- ~~4. Location and dimensions of all lots, parcels and exceptions.~~
- ~~5. All residential lots shall be numbered consecutively throughout blocks.~~
- ~~6. Location, dimensions, bearings, radii, arcs, and central angles of boundaries of all sites to be dedicated to the public, including designation of proposed use.~~
- ~~7. Location of all adjoining subdivisions with name, date, book and page number of recordation noted, or if unrecorded, so noted, along with names of adjoining landowners of unsubdivided property.~~

8. Any private deed restrictions to be imposed upon the plat, or any part hereof, written on or attached to the plat and each copy thereof.

**E. Dedication And Acknowledgment:**

1. Statement of dedication of all streets, alleys, pedestrianways, and easements for public purposes by the person holding title of record, by persons holding title as vendees under land contract, and by wives of such persons. If lands to be dedicated are mortgaged, the mortgagee shall also sign the plat. Dedication shall include a written description by section, township and range of the tract. If the plat contains private streets, public utilities shall be reserved the right to install and maintain utilities in such street rights of way.
2. Execution of dedication acknowledged and certified by a notary public.

**F. Additional Information:**

1. Where the centerline has been established for any street, highway, alley or public way within an adjoining subdivision, all monuments along said street, highway, alley or public way within the proposed subdivision shall be located with reference to that centerline which shall be shown on the map.
2. The centerline of each highway, street, alley or way within the proposed subdivision and width on each side of the centerline, and showing the width to be dedicated and there shall be designated on all centerlines the bearing thereof and length of each radius, central angle and length of each curve within the proposed subdivision.
3. The location of monuments or other evidence formed upon the ground and used in determining the boundaries of the subdivision. If other subdivisions adjoin, the map shall show sufficient corners of such adjoining subdivisions, sufficiently identified to locate precisely the limits of the proposed subdivision.
4. The length and bearing of each block line, lot line and boundary line; the length, radius and central angle of each curve or the length of curve and that portion of the central angle lying within each lot. Such data shall be shown in a manner satisfactory to the city engineer.
5. Each city boundary line crossing or adjoining the subdivision with adequate ties to monuments set or found within the subdivision.
6. Section lines, one-quarter ( $\frac{1}{4}$ ) section lines and one-sixteenth ( $\frac{1}{16}$ ) section lines crossing or adjoining the subdivision boundaries.

**G. City Engineer To Check:**

1. The city engineer shall check said final map as to accuracy of dimensions, the placing of monuments, the establishment of survey records shown on said map, and the conformance of said map with the preliminary map. The final map shall be accompanied by:
  - a. A worksheet showing the closure of the exterior boundaries of the proposed subdivision and of the closure of lots and blocks therein;

b. ~~A complete set of construction plans are required by the city engineer showing typical street sections, centerline and curb grades, sanitary sewer and storm drain locations and invert grades and elevations. The construction drawings must be stamped and dated by a civil engineer registered in the state;~~

c. ~~Construction plans for manholes, catch basins and other appurtenant structure;~~  
and

d. ~~An estimate of quantities required to complete the improvements.~~

2. ~~The minimum allowable error of closure shall be one ten thousandth ( $\frac{1}{40,000}$ ).~~

~~Temperature and tension correction shall be applied to all measured distances in conformance with the standard adopted by the federal board of surveys and maps in May, 1925.~~

H. ~~Required Certifications: The following certifications shall appear on the final map:~~

1. ~~A certificate signed and acknowledged by all parties having any record title interest in the land subdivided, consenting to the preparation and recordation of the map. A lien for state, county, municipal or local taxes and for special assessments or beneficial interest under trust deeds or trust interests under bond indentures shall not be deemed to be an interest in land for the purpose of this section. Any map including territory originally patented by the United States or the state, under patent reserving interest to either or both of the entities, may be recorded under the provisions of Nevada Revised Statutes sections 278.010 through 278.730 inclusive, without the consent of the United States or the state thereto, or to dedications made thereon. Signatures required by this section of parties owning rights of way, easements or reversions which, by reason of changed conditions, long disuse or laches appear to be no longer of practical use or value, and which signatures it is impossible or impracticable to obtain, may be omitted if the names of such parties and the nature of their interest is endorsed on the map, together with a reasonable statement of the circumstances preventing the procurement of such signatures.~~

2. ~~A certificate, signed and acknowledged as above, offering for dedication for certain specified public uses (subject to such reservations as may be contained in any such offer of dedication) those certain parcels of land which the parties desire so to dedicate. The certificate may state that any certain parcel or parcels are not offered for dedication; but a local ordinance may require as a condition precedent to the approval of any final map that any or all of the parcels of land shown thereon and intended for any public use shall be offered for dedication for public use, except those parcels other than streets intended for the exclusive use of the lot owners in such subdivision, their licensees, visitors, tenants and servants.~~

3. ~~A certificate for execution by the clerk of each approving governing body stating that the body approved the map and accepted or rejected on behalf of the public any parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication.~~

4. ~~A certificate signed and acknowledged by all parties having any record title in the land subdivided, evidencing their grant of permanent easements for utility installations and access, as designated on the map, together with a statement approving such easements, signed by each public utility company or agency in whose favor the~~

~~easements are created or whose utility services are to be required for the platted parcels.~~

5. A certificate by the engineer or surveyor responsible for the survey and final map, which certificate must be in the following form:

**~~SURVEYOR'S CERTIFICATE~~**

~~I (name of surveyor), a registered land surveyor in the state of Nevada, certify that:~~

- ~~—1. This is a true and accurate representation of the lands surveyed under my supervision at the instance of (owner, trustee, etc.);~~
- ~~—2. The lands surveyed lie within (sections, township, range, meridian, and, if required by the governing body, a description by metes and bounds for any subdivision which is divided into lots containing 5 acres in area or less) and the survey was completed on (date);~~
- ~~—3. This plat complies with the applicable state statutes and any local ordinances;~~
- ~~—4. The monuments are of the character shown and occupy the positions indicated by (a day certain) and that an appropriate performance bond has been or will be posted with the governing body to assure their installation.~~

~~— (date, name of surveyor, registration number and seal)~~

6. A certificate by the city engineer or city surveyor stating that he has examined the final map, that the subdivision as shown thereon is substantially the same as it appeared on the tentative map, and any approved alterations thereof, that all provisions of Nevada Revised Statutes sections 270.010 through 278.630, inclusive, and of any local ordinance applicable at the time of approval of the tentative map have been complied with, and that he is satisfied that the map is technically correct and that the monuments as shown are of the character and occupy the positions indicated or that the monuments have not been set and that a proper performance bond has been deposited guaranteeing their setting on or before a day certain. The certificate shall be dated and signed and certified by a registered land surveyor or a registered civil engineer.

7. A certificate by the state health division reading:

~~—This final map is approved by the health division of the department of human resources concerning sewage disposal, water pollution, water quality and water supply facilities in accordance with the Nevada Revised Statutes. This approval predicates (community, individual) water supply and (community, individual) sewage disposal.~~

8. A copy of the review by the state engineer required by subsection H7 of this section shall be furnished to the subdivider who in turn shall provide a copy of such review to each purchaser of land prior to the time the sale is completed. No statement of approval or review as required in subsection H7 of this section is a warranty or representation in favor of any person as to the safety or quantity of such water.

9. The final subdivision map shall contain the following certificate:

~~—Division of Water Resource Certificate: This final map is approved by the division of water resources of the department of conservation and natural resources concerning water quantity subject to the review of approval on file in this office.~~

10. ~~The city council shall not approve any final map for a subdivision served by the city water system unless the subdivider has submitted plans which provide for the installation of water meters or other devices which will measure water delivered to each water user in the subdivision. (Ord. 624, 10-26-2004)~~

### **3-3-20: GENERAL PROVISIONS FOR SUBDIVISION DESIGN:**

~~A. Conformance With Master Plan: Every subdivision shall conform to requirements and objectives of the city master plan, to the city zoning ordinance, to other ordinances and regulations of the city and to the statutes of the state, except as otherwise provided in this chapter.~~

~~B. Provision Of Public Facility Sites: Whenever the statutes of the state permit the dedication of school sites or parks, the city council may require the subdivider to dedicate such sites.~~

~~C. Land Unsuitability: No land shall be subdivided which is determined by the planning commission to be unsuitable for use by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography, erosion susceptibility or similar conditions which are likely to prove harmful to the health, safety and general welfare of the community or the future property owners. The planning commission, in applying the provisions of this section, shall state the particular facts upon which its conclusions are based, and shall also define the conditions under which the land may, in its opinion, become suitable for the proposed development. Land located within any floodway as designated on the city flood insurance rate maps shall be deemed unsuitable for development by local, state and federal regulation. Any subdivider proposing development of such land shall have the right to present evidence to the city council contesting such determination of unsuitability, whereupon the city council may affirm, modify or withdraw the restriction. (Ord. 768, 1-22-2013)~~

### **3-3-21: STREET LOCATION AND ARRANGEMENT:**

~~A. Conformance With Plan: Whenever a tract to be subdivided embraces part of a street designated in a city official street and highway plan, such street shall be platted in conformance therewith.~~

~~B. Layout: Street layout shall provide for the continuation of such streets as the planning commission may designate.~~

~~C. Neighborhood Plan: Whenever the tract is located within an area for which a neighborhood plan has been approved by the planning commission, the street arrangement shall conform to such plan.~~

~~D. Extensions: Certain proposed streets, as designated by the planning commission, shall be extended to the tract boundary to provide future connection with adjoining unplatted~~



lands. Such extensions shall generally not be farther apart than the maximum permitted length of a block, as hereinafter provided.

**E. Arrangement Of Residential Streets:** Residential streets shall be so arranged as to discourage their use by traffic originating outside the immediate neighborhood.

**F. Protection Of Residential Properties:** Lots intended for single-family residential use shall not normally front or have access from arterial streets. Where a proposed subdivision abuts an existing or proposed arterial street, the planning commission may require marginal access streets or reverse property frontage with nonaccess easements abutting the arterial street, or such other treatment as may be justified for protection of residential properties from the nuisance and hazard of high volume traffic, and for protection of the traffic function of the arterial street.

**G. Parallel Streets:** Where a residential subdivision abuts the right of way of a railroad, a limited access highway, or a commercial or industrial land use, the planning commission may require location of a street approximately parallel to such right of way or use at a distance being determined with due regard for approach grades, drainage, bridges and future grade separation.

**H. Topography:** Streets shall be so arranged in relation to topography as to produce desirable lots or maximum utility and streets of reasonable gradient, and to facilitate adequate surface drainage.

**I. Alleys:** Where alleys are platted, their alignment and arrangement shall be such as to minimize backtracking and single tier service by trash collection forces and to avoid the facing of residences directly into alley openings.

**J. Half Streets:** Half streets shall be prohibited unless approved by the planning commission, and conditions which will be considered for approval are: where necessary to provide right of way indicated on the official street and highway plan, to complete a street pattern already begun, or to ensure reasonable development of an adjoining unplatted parcel. Where a platted half street exists abutting to residential lots, the remaining half street shall be platted within the tract.

**K. Dead End Streets:** Dead end streets in excess of six hundred eighty feet (680') in length shall be prohibited unless a modification is granted by the planning commission in locations designated by the commission as necessary for future street connection to adjacent unplatted lands. This shall include cul-de-sacs.

**L. Intersection Design:** Whenever any street or highway is proposed requiring a separation of grades or requiring any special form of intersection design at its intersection with any street, highway or railway, the subdivision shall be so designed to conform to any plan adopted by the city for the intersection design and all lots within the subdivision shall, when necessary, be provided with suitable access from another public way. Any street or highway intersecting with other street or highway shall intersect it at any angle as nearly a right angle as shall be practicable. (Ord. 548, 11-28-2000)

### **3-3-22: STREET DESIGN:**

**A. Required Right Of Way Widths:**

- ~~1. Arterial Streets: One hundred feet (100').~~
- ~~2. Minor Arterial Streets: Eighty feet (80').~~
- ~~3. Collector Streets: Seventy feet (70').~~
- ~~4. Collector Residential Streets: Sixty feet (60').~~
- ~~5. Local Residential Streets: Fifty feet (50').~~
- ~~6. Collector Rural Residential Streets: Seventy feet (70').~~
- ~~7. Local Rural Residential Streets: Sixty feet (60').~~
- ~~8. Hillside Rural Residential Streets: Sixty feet (60').~~
- ~~9. Rural Streets And Roads: All rural streets and roads shall conform with the following provisions:~~
  - ~~a. All rural road standards shall include a minimum ten foot (10') wide public utility easement and slope easement on one or both sides of the street right of way. The city engineer shall have the ability to increase the width of the easement in special circumstances and when warranted.~~
  - ~~b. Rural roads which are projected by traffic study or analysis to serve more than six hundred (600) average daily vehicle trips shall utilize the collector rural residential street design standard.~~
  - ~~c. Sidewalks or pathways associated with rural roads may be constructed of concrete cement, asphalt or comparable material subject to the approval of the city engineer.~~
  - ~~d. On street parking on rural roads shall be prohibited except for temporary/emergency purposes and shall be appropriately signed.~~
  - ~~e. To minimize excessive culvert installation and associated maintenance, access approaches for rural roads shall be limited to one driveway, not to exceed thirty feet (30') in width or two (2) separated driveways, each of which is not to exceed twenty feet (20') in width.~~
- ~~10. Private Streets: Development and use of private streets is limited to local type streets with a local street classification, function and characteristics. Private streets are intended to serve self-contained projects, and shall access the public street system at an intersection subject to the review and approval of the city engineer. All private streets shall conform with the following provisions:~~
  - ~~a. Minimum total width for private streets: Fifty feet (50').~~
  - ~~b. Minimum total width for private streets accessing four (4) or fewer lots: Thirty two feet (32').~~
  - ~~c. Minimum paved section for private streets: Forty feet (40').~~

- ~~d. Minimum paved section for private streets accessing four (4) or fewer lots: Twenty six feet (26').~~
  - ~~e. All residential private streets accessing twenty (20) or fewer lots shall have a four foot (4') wide sidewalk on at least one side of the street.~~
  - ~~f. All residential private streets accessing more than twenty (20) lots shall have a four foot (4') wide sidewalk on both sides of the street.~~
  - ~~g. All commercial and industrial private streets accessing four (4) or fewer lots shall have a five foot (5') wide sidewalk on at least one side of the street, or as otherwise determined as part of an approved concept development plan.~~
  - ~~h. All commercial and industrial private streets accessing more than four (4) lots shall have a five foot (5') wide sidewalk on both sides of the street, or as otherwise determined as part of an approved concept development plan.~~
  - ~~i. All private streets shall provide for adequate storm drainage and employ use of curb and gutter sections to convey runoff subject to the review and approval of the city engineer.~~
  - ~~j. Parking spaces, inclusive of back up area, as required by section 3-2-17 of this title, shall not be located within a private street, or as otherwise waived or determined as part of an approved concept development plan.~~
  - ~~k. Design and construction of improvements associated with private streets shall be subject to a standard guarantee of performance to ensure completion of required improvements and a maintenance agreement to ensure that improvements are maintained to an acceptable standard over time as set forth in sections 3-3-44 and 3-3-45 of this chapter.~~
- ~~11. Cul-De-Sacs: Cul-de-sac streets shall terminate in a circular right of way not less than fifty feet (50') in radius with an improved turning circle at least forty five feet (45') in radius. The planning commission may approve an equally convenient form of turning space where justified by unusual conditions. Maximum length of cul-de-sac streets, as measured along the centerline of the street and between the centerline of the intersecting street and the center point of the cul-de-sac, shall not exceed six hundred eighty feet (680').~~
- ~~a. Length For Rural Roads: Maximum cul-de-sac length for rural roads may be increased in dimension to serve no more than twenty (20) residential dwelling units, but under no circumstance shall exceed a length of one thousand three hundred sixty feet (1,360').~~
  - ~~b. Marginal Access Streets: As required by adopted current city standards.~~
- ~~12. Alleys: Where permitted or required, twenty feet (20') where there is residential property on both sides, and twenty feet (20') where abutting commercial or industrial property.~~

- a. ~~Alley intersections and sharp changes in alignment shall be avoided, but, where necessary, corners shall be cut off ten feet (10') on each side to permit safe vehicular movement.~~
- b. ~~Dead end alleys shall be prohibited.~~
- c. ~~"Half" alleys shall be prohibited.~~
- 13. ~~Dead End Streets: Where permitted, a dead end street shall provide by easements, a temporary turning circle with a fifty foot (50') radius or other approved and acceptable design to accomplish the same purpose.~~
- 14. ~~All Streets: The design and construction of all streets, including private streets, within the city shall conform to the public improvement standards established by the city engineer and approved by the city council as set forth in section 3-3-40 of this chapter.~~
- 15. ~~Fire Code: All streets shall conform to current adopted fire codes.~~

#### **B. Street Grades:**

##### **1. Maximum Grades:**

- a. ~~Arterial and minor arterial streets: As determined by the city engineer.~~
- b. ~~Collector streets: Seven percent (7%).~~
- c. ~~Collector residential and local residential streets: Nine percent (9%).~~

##### **2. Minimum Grades: Asphalt streets with concrete gutters shall have a minimum longitudinal slope of 0.50%.**

- 3. ~~Exceptions: Where rigid adherence to these standards causes unreasonable or unwarranted hardship in design or cost without commensurate public benefit, exceptions may be made by the planning commission.~~

#### **C. Vertical Curves:**

- 1. ~~Arterial and minor arterial streets: As determined by the city engineer.~~
- 2. ~~Collection and local streets: Minimum length, one hundred feet (100').~~

#### **D. Horizontal Alignment:**

- 1. ~~Arterial and minor arterial streets shall be as determined by the city engineer.~~
- 2. ~~When tangent centerlines deflect from each other by more than ten degrees (10°) and less than ninety degrees (90°), they shall be connected by a curve having a minimum centerline radius of two hundred feet (200') for collector streets, or one hundred feet (100') for collector residential and local residential streets.~~

- ~~3. Between reverse curves, there shall be a tangent section of centerline not less than one hundred feet (100') long.~~
- ~~4. Streets intersecting an arterial street shall do so at a ninety degree (90°) angle. Intersecting collector streets, collector residential streets and local residential streets shall typically intersect at ninety degree (90°) angles, but in no case at less than seventy five degree (75°) angles.~~
- ~~5. Street jogs shall be avoided, except where justified by unusual existing conditions, and approved by the city engineer.~~
- ~~6. Local residential streets or collector residential streets intersecting a collector street or arterial street shall have a tangent section of centerline at least one hundred fifty feet (150') in length measured from the right of way line of the more major street, except that no such tangent shall be required when the local residential or collector residential street curve has a centerline radius greater than four hundred feet (400') measured from a center located on the more major street right of way line.~~
- ~~7. Street intersections with more than four (4) legs, and Y-type intersections with legs meeting at acute angles, shall be prohibited.~~
- ~~8. Intersections of street lines shall be rounded by a circular arc having a minimum tangent length of fifteen feet (15'). (Ord. 624, 10-26-2004)~~

### **~~3-3-23: BLOCK DESIGN:~~**

- ~~A. Maximum Length Of Blocks: Within the following maximums, blocks shall be as long as reasonably possible, in order to achieve all possible street economy and to reduce the expense and safety hazard arising from excessive street intersections. Maximum block length, measured along the centerline of the street and between intersecting street centerlines, shall not exceed one thousand three hundred sixty feet (1,360').~~
- ~~B. Pedestrianways: Pedestrianways with a right of way width of eight feet (8') may be required where, in the opinion of the planning commission, they are essential for pedestrian circulation within the subdivision or access to schools, playgrounds or other community facilities. Pedestrianways may be used for utility purposes. (Ord. 624, 10-26-2004)~~

### **~~3-3-24: LOT PLANNING:~~**

- ~~A. Lot Width, Depth And Area: Lot width, depth and area shall comply with requirements of the zoning requirements appropriate for the location and character of development proposed, and for the type and extent of urban street and utility improvements being installed. "Urban improvements" is interpreted to mean paved and curb streets, sidewalks, local storm drainage system, public water supply and public sanitary sewage. However, where steep topography, unusual soil conditions or drainage problems exist or prevail, the planning commission may require increased lot width, depth and/or area exceeding the minimum requirements of the particular zoning district.~~
- ~~B. Lot Depth: Generally, lot depths shall be at least one hundred feet (100') and widths at least sixty feet (60'); provided, however, that the planning commission may allow narrower widths on cul-de-sacs.~~

~~C. Building Setback: Minimum front and exterior side building setbacks shall conform to the applicable provisions of this code.~~

~~D. Side Lot Lines: Side lot lines shall be substantially at right angles or radial to street lines, except where, in the opinion of the planning commission, other alignment may be justified.~~

~~E. Accessibility: Every lot shall abut a public street or private street connecting with the public street system.~~

~~F. Prohibitions: Double frontage lots intended for single-family residences shall be prohibited; provided, that, subject to the approval of the planning commission, such lots may be platted abutting an arterial street so long as dwellings front on local or collector streets and all access from the arterial street is prohibited. (Ord. 557, 2-13-2004)~~

### **3-3-25: EASEMENT PLANNING:**

~~Utilities shall be placed underground unless a modification is approved to permit overhead utilities by the planning commission and only where overhead utilities are determined acceptable by the commission:~~

#### **A. Utility Easements:**

~~1. Where alleys are platted, utility easements four feet (4') wide on each side of alley for aerial overhang shall be provided by dedication. Where alleys are not platted, utility easements six feet (6') wide on each side of rear lot lines shall be provided and delineated on the plat. In addition, guy and anchor easements shall be provided one foot (1') wide on each side of a side lot line and thirty five feet (35') in length measured from the rear lot line, in locations selected by the utility committee, or as required by the utility company.~~

~~2. Along side lot lines where required for distribution facilities, utility easements five feet (5') wide on each side of side lot lines; where service to street lighting is required: one foot (1') on each side of such lot lines, or as required by the utility company.~~

#### **B. Underground Utilities: Where all utilities are underground:**

~~1. Rear Lot Lines: Where alleys are platted, easements as required by serving utilities.~~

~~2. Side Lot Lines: All utility service lines, including gas, electric, telephone and street lighting, shall be channeled in easements four feet (4') wide on each side of the lot line separating pairs of lots, as required by the utilities for service.~~

~~C. Lots Facing Curvilinear Streets: For lots facing on curvilinear streets, alleys and easements for overhead utilities shall usually consist of a series of straight lines with points of deflection not less than one hundred twenty feet (120') apart, such points of deflection always occurring at the junction of side and rear lot lines on the side of the exterior angle; however, curvilinear easements or alleys may be employed, providing that the minimum radii of centerlines shall be not less than eight hundred feet (800').~~

~~D. Public Drainage Easement: Where a stream or major surface drainage course abuts or crosses the tract, dedication of a public drainage easement which is sufficient to permit~~

~~widening, deepening, relocating or protecting such drainage course shall be required. Information shall be prepared by subdivider's engineer.~~

~~E. Land Not Considered Minimum Lot Area: Land within a public street or drainage easement, or land within a utility easement for major power transmission lines or pipelines, shall not be considered a part of the minimum required lot area; provided, however, that this provision shall not be applicable to land included in utility easements to be used for distribution or service purposes.~~

~~F. Lots Backing Onto Arterial Streets: Lots arranged to back of arterial streets, railroads, canals or commercial or industrial districts, as provided in this chapter, shall have a minimum depth of one hundred ten feet (110'), the rear one foot (1') of which shall be recorded as a nonaccess private easement.~~

~~G. Water And Sewer Utility Lines: Municipal water and sewer utility line shall be installed within the city street right of way at all times, unless otherwise approved by the planning commission and/or city council. (Ord. 624, 10-26-2004)~~

### **3-3-26: STREET NAMING:**

~~At the preliminary plat stage, the subdivider shall propose names for all streets, which names shall be subject to be approved by the planning commission. (Ord. 226, 12-9-1975)~~

### **3-3-27: STREET LIGHTING DESIGN STANDARDS:**

~~A. Requirements: Street lighting shall be installed within any division/development of land project in accordance with the following requirements:~~

- ~~1. The subdivider, developer or property owner is responsible for complying with the requirement to install street lighting and shall make all necessary arrangements with the utility company involved for the installation of streetlights and bear all costs relating to the purchase and placement of streetlights. Installation of street lighting materials shall be performed by a state licensed contractor also having a city business license prior to commencing any work.~~
- ~~2. Street lighting plans are to be prepared by the utility company involved and shall be submitted by the subdivider, developer or property owner with the improvement plans to the city for review. Such plans shall show the location of each light, power source and size of luminaries in watts or lumens.~~
- ~~3. All street lighting within each construction phase shall be complete and operational prior to acceptance of subdivision public improvements or an issuance of any certificate of occupancy.~~
- ~~4. Requests for street lighting in previously developed areas must be approved by the city engineer for location and installation prior to being submitted to the utility company for design engineering.~~
- ~~5. Once the street lighting has been installed and operational, approval by the city engineer will constitute acceptance of the street lighting and the city will then be responsible for the energy costs and maintenance thereafter.~~

**B. Design Standards:** All streetlight installations shall be designed in accordance with the following minimum design standards:

1. All luminaries shall be a minimum of one hundred (100) watt high-pressure sodium for residential areas and minimum two hundred (200) watt high-pressure sodium for commercial/industrial areas or approved equal.
2. A streetlight shall be placed at each street intersection and shall be situated to properly illuminate the intersection.
3. A streetlight shall be placed at any proposed U.S. postal service gang box location.
4. Streetlights shall be placed between intersections at midblock locations such that a minimum spacing of three hundred fifty feet (350') and maximum of five hundred feet (500') is maintained between all lights.
5. A streetlight shall be placed at the end of each cul-de-sac. (Ord. 624, 10-26-2004)

**3-3-40: RESPONSIBILITY FOR IMPROVEMENTS:**

The design, construction and financing of all required grading, sidewalks, curbs, streetlights, gutters, pavements, sanitary sewers, storm sewers, water mains, fire hydrants, drainage structures and monuments shall be the responsibility of the subdivider and shall conform to public improvement standards established by the city engineer and approved by the city council; provided, however, that the subdivider may meet such requirements by participation in an improvement district approved by the city. (Ord. 624, 10-26-2004)

**3-3-41: ENGINEERING PLANS:**

It shall be the responsibility of the subdivider to have prepared by an engineer registered in the state, a complete set of engineering plans, satisfactory to the city engineer, for construction of all required street and utility improvements. Such plans shall be based on and be prepared in conjunction with the final plat. Engineering plans shall have been approved by the city engineer prior to recordation of the final plat. (Ord. 226, 12-9-1975)

**3-3-42: CONSTRUCTION AND INSPECTION:**

**A. Permits Required:** All improvements in the public right of way shall be constructed under the inspection and approval of the city engineer. Construction shall not be commenced until all federal, state, and local permits have been issued for such construction, and if work has been discontinued for any reason, it shall not be resumed until after notifying in advance the department having jurisdiction.

**B. Underground Utilities:** All underground utilities to be installed in streets shall be constructed prior to the surfacing of such streets. Service stubs to platted lots within the subdivision for underground utilities shall be placed to such length as to avoid disturbance of street improvements when service connections are made. (Ord. 624, 10-26-2004)

**3-3-43: REQUIRED IMPROVEMENTS:**

**A. Streets And Alleys:** All streets and alleys within the subdivision shall be graded, drained and surfaced to cross sections, grades and standards, and profile approved by the city



~~engineer. Where there are existing streets adjacent to the subdivision, proposed streets shall be fully improved to the intercepting paving line of such existing streets. Temporary dead-end streets serving more than four (4) lots shall be provided a graded asphalt surfaced, temporary turning circle. Construct adequate permanent culverts and bridges at all points within the subdivision where watercourses are crossed by streets or alleys, said construction to be in conformity with the specifications of the city engineer for such structures, and said structures shall be constructed to the full width of the dedicated street or alley.~~

**B. Curbs:** ~~Curbs shall be portland cement concrete. Curbs and gutters and valley gutters shall be constructed as designated by the city engineer.~~

**C. Sidewalks:** ~~Four feet (4') wide in residential areas and five feet (5') wide in commercial zoned areas shall be constructed on both sides of streets with fifty foot (50') pavement width. In subdivisions where lots average one-half (1/2) acre or more, the planning commission may waive this requirement.~~

**D. Pedestrianways:** ~~Portland cement concrete or approved paving of walks shall be constructed to a width, line and grade approved by the city engineer. Fencing on both sides with a four foot (4'), maintenance free fence with posts set in concrete may be required.~~

**E. Street Name Signs:** ~~Street name signs shall have been installed at all street intersections by the time the street pavement is ready for use. Design, construction, location and installation shall conform to approved city standards.~~

**F. Storm Drainage:** ~~The design and construction of public streets and alleys, and the grading of private properties shall provide for adequate disposal of stormwaters. Existing major drainage courses shall be maintained and dedicated as public drainageways. The type, extent, location and capacity of drainage facilities shall be planned by subdivider's engineer and approved by city engineer. Install to the grade and in the locations and to the depth and of the materials shown on plans and specifications approved by the city engineer, storm and surface water drain pipes and mains, together with catch basins and to provide discharge from the same in a manner and at a place to be approved by the city engineer.~~

**G. Sanitary Sewerage:**

~~1. Public sanitary sewers shall be installed in all subdivisions which are accessible to an existing or planned and programmed public sewer system, as determined by the city engineer. Sewers shall be constructed to plans, profiles, and specifications approved by the health department and city engineer. The subdivider shall install to the grade and in the locations and to the depth and of the material shown on the plans and specifications approved by the city engineer, sanitary sewer mains with connections therefrom to each lot in said subdivision, said mains to be connected to the sewer system of the city at a point to be specified by the city engineer.~~

~~2. Install all necessary manholes in connection with the installation of sanitary sewer mains, said manholes to be installed at the points and in the manner and according to the specifications approved by the city engineer.~~

**H. Water Supply:**

1. ~~Each lot shall be supplied with safe, pure and potable water in sufficient volume and pressure for domestic use and fire protection, in accordance with approved city standards. The subdivider shall install to grade all water mains and lines of the materials shown on plans and specifications approved by the city engineer, connections from said mains and lines to be installed to each lot in said subdivision. Maps and plats shall show location of shutoff valves to each block and lot. All proposed water systems shall connect to the city system.~~
  2. ~~Water meter boxes and water meters shall be installed on all lots in conformance with adopted city specifications and subject to the review and approval of the city engineering department.~~
- I. ~~Fire Hydrants: Fire hydrants shall be installed in all subdivisions in accordance with approved city standards as set by the fire department, and current adopted fire codes and standards.~~
- J. ~~Power, Communications And Gas Utilities: Subdivision required improvements shall include electric power, natural gas, telephone and cable television. These utilities shall be installed in all subdivisions. All electric distribution facilities shall be installed underground, except in unusual situations involving short extensions of overhead facilities existing on abutting subdivisions wherein such extensions may be approved by the city council. All such underground electric distribution lines and telephone lines shall be installed in accordance with general order no. 9 as issued by the public service commission of the state.~~
- K. ~~Survey Monuments: Permanent monuments shall be installed in accordance with approved city standards at all corners, angle points, points of curve, and at all street intersections. After all improvements have been installed, the subdivider shall have a registered land surveyor check the location of monuments and certify their accuracy. Monuments shall be at or near boundary corners. Monuments shall be set at intermediate points of approximately one thousand feet (1,000') or at such lesser distances as may be necessary by reason of topography or culture to ensure accuracy in the reestablishment of any point or line without unreasonable difficulty. All monuments shall be permanently and visibly marked with the registration or license number of the registered land surveyor under whose supervision the survey was made, and a description of such monument shall be shown on the final map. The subdivider shall set monuments at street intersections and at the beginning and ending of each curve, unless the intersection of tangents of said centerline falls within the street right of way in which event the city engineer may permit the subdivider to establish a monument at such intersection in lieu of monuments at said beginning and end of curve.~~
- L. ~~Lot Corner Staking: Five-eighths inch ( $\frac{5}{8}$ " ) reinforcing steel shall be set at all corners, angle points and points of curve for each subdivision lot prior to final acceptance of the subdivision. The cost for lot corner staking, under the direction of a professional land surveyor, shall be included as part of the public improvements and shall be a line item on the "engineer's estimate of the costs of the public improvements".~~
- M. ~~Street Lighting: Street lighting shall be required on all streets within the subdivision as required in section 3-3-27 of this chapter and shall be placed at locations designated by the city engineer and to the specifications with respect to materials, design and construction as set forth by the city engineer. The subdivider will bear all costs relating to the purchase and placement of the streetlights; provided, however, if the city and the~~

power company can reach an agreement whereby the city is reimbursed for costs, the city may participate in the installation of the lights.

~~N. Stormwater Discharge And Land Disturbance: All construction activities that may create a land disturbance of greater than one acre shall comply with state construction site stormwater general permit requirements and the city national pollutant discharge elimination system general permit for discharges from small municipal separate storm sewer systems. This requires developers and/or contractors to obtain a state stormwater discharge permit and city grading permit for these projects. Construction site stormwater erosion protection shall be provided on all projects. Permanent stormwater erosion measures meeting the minimum requirements of the city stormwater management plan will be enforced.~~

~~O. Full Frontage: Public utility construction and installation is required across the full frontage of property at time of development. (Ord. 739, 8-9-2011)~~

### ~~3-3-44: AGREEMENT TO INSTALL IMPROVEMENTS:~~

~~A. Provisions Of Agreement: Prior to certification of final plat approval by the mayor, the subdivider shall have executed and filed an agreement between himself and the city providing that:~~

- ~~1. All required subdivision improvements will be completed within a specified period of time to the satisfaction of the city. The specified period of time shall not exceed two (2) years.~~
- ~~2. In the event that such improvements are not completed within the specified period, the city may, at their option, complete or cause to be completed such work and recover from the subdivider full cost and expenses therefor.~~
- ~~3. The subdivider/developer shall provide engineering plans for all improvements.~~
- ~~4. The engineering plans and all required improvements shall be approved by the city engineering department.~~

~~B. Additional Provisions: The aforesaid agreement may also provide for:~~

- ~~1. Construction of improvements in predetermined stages.~~
- ~~2. The testing of materials and the inspection of improvements to ensure these improvements meet the city construction standards. The cost of inspection testing and quality control shall be paid by the developer.~~
- ~~3. An extension of construction period under certain specified conditions.~~
- ~~4. Progress payments to the subdivider from any deposit which the subdivider may have made, or reduction in bonds, not exceeding ninety percent (90%) of the value of improvements completed and approved, as determined by the city engineer.~~

~~C. Modifications, Extensions: At the written request of the subdivider, terms, provisions and time frames associated with an executed agreement to install required subdivision improvements may be modified or extended by the city council upon demonstration of~~

~~just cause pursuant to applicable policies as adopted by resolution of the city council. The subdivider shall, at the time of filing the written request, pay a filing fee to the city in an amount established by resolution of the city council.~~

~~D. Inspection Costs: The subdivider is responsible for providing and paying the cost of inspection, testing and surveying of subdivision improvements. If it is determined that the subdivider is not providing adequate inspection and testing through a qualified engineer licensed to work in the state, then the city shall have the right to stop work and/or hire a qualified engineer or firm to provide adequate inspection and testing. The subdivider shall be responsible for reimbursing the city for these costs upon demand and prior to final acceptance of subdivision improvements.~~

~~E. As-Built Drawings: The subdivider, or the subdivider's engineer, shall provide as-built drawings of all subdivision improvements to the city engineering department. The as-built drawings shall be in both digital and mylar form. All mylars shall be "wet stamped" by the subdivision engineer, or surveyor, prior to being submitted to the city.~~

~~F. Qualified Contractors: All public improvements shall be constructed by licensed contractors qualified to construct the work. Contractors shall be licensed in the state. (Ord. 624, 10-26-2004)~~

### **3-3-45: PERFORMANCE GUARANTEE:**

~~A. Forms Of Guarantee: Prior to certification of final plat approval by the mayor, the subdivider shall have provided the city a financial guarantee of performance for the completion of required subdivision improvements, in one or a combination of the following forms as determined by the city:~~

~~1. Performance Bond: Performance or surety bond in an amount deemed sufficient by the city engineer to cover, but in no case be less than, the full cost of required improvements, engineering inspections, incidental expenses and replacement and repair of any existing streets and utilities or other improvements which may be damaged during construction of required improvements. Such bond shall be executed by a surety company authorized to do business in the state, must be approved by the city attorney as to form, and have a length of term not exceeding twenty-four (24) months from the date of final plat recordation.~~

~~2. Deposit Of Funds: Deposit of cash, certified check or negotiable bonds, made payable to the city finance director, or to a responsible escrow agent or trust company approved by the city attorney, in the same amount and for the same purpose as heretofore provided for a performance bond.~~

~~3. Irrevocable Letter Of Credit: Irrevocable letter of credit issued by a financial institution insured under the federal deposit insurance corporation (FDIC) establishing funds for the construction of the subdivision improvements from which the city may draw. An agreement to install public improvements as required in section 3-3-44 of this chapter shall be executed by the city, the developer and the financial institution prior to the city's acceptance of an irrevocable letter of credit as a form of security. The irrevocable letter of credit shall be in the same amount and for the same purpose as heretofore provided for the performance bond.~~

~~4. Improvement District Financing: In cases where all properties abutting a public street within any given block are not under the control of the subdivider, and the street abutting such properties is not fully improved in accordance with the requirements of this chapter, the subdivider may petition the city to construct the required improvements and to assess the cost thereof against abutting properties in accordance with local practice pertaining to special assessments; provided, however, that the subdivider shall be responsible for any differences between the cost of such improvements and the amount which can be legally assessed by the city against the property to be subdivided, and shall furnish any necessary waivers to permit assessment of the entire cost of such improvements. Any such agreement shall be in a form approved by the city attorney.~~

~~B. Penalty In Case Of Default: In the event that the subdivider fails to complete all required subdivision improvements in accordance with terms of his agreement with the city, the city may have such work completed and, in order to reimburse itself for the cost and expense thereof, may appropriate the deposit of cash, funds established by an irrevocable letter of credit or negotiable bonds, or take such steps as may be necessary to secure performance under the bond.~~

~~C. One Year Maintenance: The subdivider shall guarantee the adequacy of street and utility improvements for a period of not less than one year.~~

~~1. Payments: No job progress payments from cash, funds established by an irrevocable letter of credit or negotiable bond deposits, nor any release of performance bonds, shall be made by the city except upon certification by the city engineer and approval by the city council.~~

~~2. Amount: The subdivider shall provide the city with a maintenance bond, funds established by an irrevocable letter of credit or a deposit of funds in an amount not less than ten percent (10%) of the total cost of the required public improvements as a one year maintenance guarantee. (Ord. 745, 4-24-2012)~~

### ~~3-3-50: PARK LAND DEDICATIONS:~~

~~In accordance with the statutes of the state to provide for the acquisition and development of park, playground and recreational facilities as are reasonably necessary to serve the residents of new subdivisions and development within the jurisdiction of the city, the planning commission and city council may require the dedication of land, payment in lieu of dedication, or residential tax, in accordance with the recreation and open space element of the duly adopted general plan of the city. (Ord. 226, 12-9-1975)~~

### ~~3-3-60: PARCEL MAPS:~~

~~A. Required: A person who proposes to divide any land into four (4) or fewer lots, shall file a parcel map in the office of the county recorder, unless this requirement is waived. No survey may be required if the requirement of a parcel map is waived.~~

~~B. Lot Design: For parcel maps, the governing body may require such street grading and drainage provisions as are reasonably necessary for lot access and drainage needs. It may also require such lot design as is reasonably necessary and such off site access, street alignment, surfacing and width, water quality, water supply and sewerage provisions as are reasonably necessary and consistent with the existing use of any land zoned for similar use which is within six hundred sixty feet (660') of the proposed parcel.~~

If the proposed parcels are less than one acre, the governing body may require additional improvements which are reasonably necessary and consistent with the use of the land if it is developed as proposed.

**C. Second Or Subsequent Parcel Maps:** When considering whether to approve, conditionally approve or disapprove a second or subsequent parcel map involving land that has been divided by a parcel map which was recorded within the five (5) years immediately preceding the acceptance of the second or subsequent parcel map as a complete application, the following criteria shall be considered:

1. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
2. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;
3. The availability and accessibility of utilities;
4. The availability and accessibility of public services, such as schools, police protection, transportation, recreation and parks;
5. Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
6. General conformity with the governing body's master plan of streets and highways;
7. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
8. Physical characteristics of the land such as floodplain, slope and soil;
9. The recommendations and comments of those entities reviewing the tentative map pursuant to Nevada Revised Statutes sections 278.330 through 278.348, inclusive; and
10. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

For any other second or subsequent parcel map, any reasonable public improvement may be required, but not more than would be required if the parcel were a subdivision. See section 3-3-43 of this chapter, required public improvements.

**D. Review:**

1. The city council may give the city planning personnel the authority to approve a parcel map, or waive the requirement of a parcel map or survey for a parcel map, without further action by the planning commission or city council, unless the parcel map includes an offer of dedication of street right of way to the city or is associated with the request to modify subdivision ordinance standards or regulations. The planning

~~personnel shall review the parcel map, if required, and within forty five (45) days after filing, shall approve, conditionally approve or disapprove such map.~~

- ~~2. A parcel map which includes an offer of dedication of street right of way to the city or a modification of subdivision ordinance standards or regulations shall be referred to the planning commission and the city council for review, consideration and formal acceptance of the offer of dedication and/or any modification of standards or regulations. The commission shall consider the parcel map within forty five (45) days after filing. The city council shall consider the parcel map no later than thirty (30) days after action by the planning commission.~~

~~E. Appeal: If the applicant disagrees with any decision of the planning personnel concerning the parcel map, or if the parcel map is disapproved, the applicant has thirty (30) days in which to file an appeal with the planning commission. The planning commission shall make a determination within forty five (45) days from the date the appeal was filed. If the planning commission denies the appeal, the applicant may appeal to the city council within thirty (30) days of such denial and the city council shall render its decision within forty five (45) days after the filing of this appeal with the city clerk.~~

~~F. Exceptions: A parcel map is not required when the land division is for the express purpose of:~~

- ~~1. Creation or realignment of a public right of way by a public agency;~~
- ~~2. Creation or realignment of an easement;~~
- ~~3. Adjustment of the boundary line or the transfer of land between two (2) adjacent property owners which does not result in the creation of any additional parcels;~~
- ~~4. Purchase, transfer or development of space within an apartment building or an industrial or commercial building;~~
- ~~5. An order of any court dividing land as a result of an operation of law;~~
- ~~6. Creation of a lien, mortgage, deed, trust or any other security instrument;~~
- ~~7. Creation of a security or unit of interest in any investment trust regulated under the laws of this state or any other interest in an investment entity;~~
- ~~8. Convey an interest in oil, gas, minerals or building materials which are severed from surface ownership of real property;~~
- ~~9. Filing a certificate of amendment for the correction of an error or omission on a plat, survey or map, or if the correction does not change the location of a survey monument or property line.~~

~~G. Survey Not Required: If a survey is not required for the preparation of a parcel map, the map must be prepared by a registered land surveyor, but his certificate upon the map may include substantially the following:~~

~~—This map was prepared from existing information (identifying it and stating where filed or recorded), and the undersigned assumes no responsibility for the existence of~~

~~monuments or corrections of other information shown on or copied from any such prior document.~~

~~H. Fee: The applicant shall, at the time of filing the parcel map, pay a filing fee to the city in an amount established by resolution of the city council and included in the appendix to this code.~~

~~I. Information Required: The parcel map should contain the following information and meet the following requirements:~~

~~1. The parcel map shall be legibly drawn in black, waterproof India ink on tracing cloth or produced by the use of other materials of a permanent nature generally used for such purpose in the engineering profession. The size of each sheet shall be twenty four inches by thirty two inches (24" x 32"). A marginal line shall be completely drawn around each sheet leaving an entirely blank margin of one inch (1") at the top, bottom and right edges, and of two inches (2") at the left edge along the twenty four inch (24") dimension.~~

~~2. A parcel map shall indicate the owner of any adjoining land or right of way if owned by the person dividing the land.~~

~~3. If a survey is required, the parcel map shall also show:~~

~~a. All monuments found, set, reset, replaced or removed, describing the claim, size and location and other data relating thereto;~~

~~b. Bearing or witness monuments, basis of bearings, bearing and length of line and scale of map;~~

~~c. Name and legal description of tract or grant in which the survey is located and ties to adjoining tracts;~~

~~d. Memorandum of oaths;~~

~~e. Signature of surveyor;~~

~~f. Date of survey;~~

~~g. Signature of the owner or owners of the land to be divided;~~

~~h. Any easements granted or dedications made;~~

~~i. Any other data necessary for the intelligent interpretation of various items in the location of the points, lines and areas shown; and~~

~~j. Provision and date for installation of all required improvements.~~

~~4. The following certificates shall appear on a parcel map before it can be recorded:~~

~~a. A certificate for execution by the clerk of each approving governing body stating that the body approved the map;~~



~~b. A certificate by the surveyor responsible for the parcel map giving the date of the survey on which the map is based and stating that the survey was made by him or under his direction and setting forth the name of the owner who authorized him to make the survey, and that the parcel map is true and complete as shown. The certificate shall also state that the monuments are of the character and occupy the positions indicated or that they will be set in such positions at such time as agreed upon under the provisions of Nevada Revised Statutes chapter 278. The certificate shall also state that monuments are or will be sufficient to enable the survey to be retraced;~~

~~c. A certificate signed and acknowledged by all parties having any record title in the land subdivided, evidencing their grant of permanent easements for utilities installations and access, as designated on the map;~~

~~d. A statement approving such easements, signed by each public utility company or agency in whose favor the easements are created or whose utility services are to be required for the platted parcel;~~

~~e. It shall be the responsibility of the applicant to obtain approval of serving utility companies as to the location of any utility easements which are to be shown on the parcel map.~~

~~5. The following data shall accompany a parcel map at the time it is submitted:~~

~~a. Name, address and telephone number of the persons requesting approval of the parcel map and the owner or owners of the land;~~

~~b. Name, address and telephone number of the person who prepared the map;~~

~~c. Legal description of the original parcel. It shall be sufficient to give recorders book and page of deed and assessor's parcel number;~~

~~d. Proposed use of each parcel;~~

~~e. Source of water supply and proposed method of sewage disposal for each parcel;~~

~~f. A copy of all survey computations shall accompany the parcel map;~~

~~g. A vicinity map.~~

~~6. The subdivider shall file six (6) copies of the parcel map with the city at the time of filing. (Ord. 293, 8-26-1980)~~

~~J. Recording: A parcel map approved pursuant to this section and section 3-3-70 of this chapter, shall be recorded in the office of the county recorder within two (2) years after the date when the map was approved or deemed approved. (Ord. 624, 10-26-2004)~~

### ~~3-3-70: MODIFICATION OF STANDARDS:~~

~~A. Permitted: Where, in the opinion of the planning commission, there exists extraordinary conditions of topography, land ownership, or adjacent development, or other circumstances not provided for in this chapter, the city council may modify the provisions~~

of this chapter, or any other provision in this code, in such manner and to the minimum extent necessary to carry out the intent of this chapter.

- B. Complete Neighborhood Plan:** In the case of a plan and program for a complete neighborhood, the city council may modify the provisions of this chapter in such manner as it deems necessary and desirable to provide adequate space and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated, and may require such legal provisions as may be necessary to assure conformity to and achievement of such plan.
- C. Additional Necessary Requirements:** In modifying the standards or requirements of this chapter, as outlined heretofore, the city council may make such additional requirements as are necessary in its judgment to secure substantially the objectives of the standards or requirements so modified. (Ord. 768, 4-22-2013)

### **3-3-75: REVERSIONS TO ACREAGE:**

- A. Application:** Except as otherwise provided in Nevada Revised Statutes section 278.4925, an owner or governing body desiring to revert any recorded subdivision map, parcel map, map of division into large parcels, or part thereof, to acreage or to revert the map or portion thereof, or to revert more than one map recorded under the same tentative map if the parcels to be reverted are contiguous, shall submit a written application accompanied by a map of the proposed reversion which contains the same survey dimensions as the recorded maps or maps to the planning department. The application must describe the requested change.
- B. Review:** At its next meeting, or within a period of not more than thirty (30) days after the filing of the map of reversion, whichever occurs later, the city council shall review the map of reversion and approve, conditionally approve or disapprove the map.
- C. Applicability Of Fees:** Except for the provisions of this section, Nevada Revised Statutes sections 278.4955, 278.496 and 278.4965, and any provision or local ordinance relating to the payment of fees in conjunction with filing, recordation or checking of a map of the kind offered, no other provision of Nevada Revised Statutes sections 278.010 through 278.630, inclusive, applies to a map made solely for the purpose of reversion of a former map or for reversion of any division of land to acreage.
- D. Recording:** Upon approval of the map of reversion, it must be recorded in the office of the county recorder. The county recorder shall make a written notation of the fact on each sheet of the previously recorded map affected by the later recording, if the county recorder does not maintain a cumulative index for such maps and amendments. If such an index is maintained, the county recorder shall direct an appropriate entry for the amendment.
- E. Street Or Easement Included:** Requirement for submitting a map of reversion and for presenting a map of reversion for recording must conform with provisions of Nevada Revised Statutes sections 278.4955, 278.496 and 278.4965. If the map included the reversion of any street or easement owned by a city, a county or the state, the provisions of Nevada Revised Statutes section 279.480 must be followed before approval of the map.
- F. Fee:** The owner shall, at the time of filing the map of reversion, pay a filing fee to the city in an amount established by resolution of the city council. (Ord. 548, 11-28-2000)

### **3-3-80: PROHIBITION AGAINST SALE IN VIOLATION:**

~~No person, firm, corporation or other legal entity shall hereafter sell or offer for sale any lot, piece or parcel of land which is within a "subdivision", as defined in this chapter, until after a plat thereof has been recorded in accordance with provisions of this chapter. (Ord. 226, 12-9-1975)~~

### **3-3-85: MERGERS AND RESUBDIVISION OF LAND:**

- ~~A. Permitted: An owner or governing body that owns two (2) or more contiguous parcels may merge and resubdivide the land into new parcels or lots without reverting the preexisting parcels to acreage pursuant to Nevada Revised Statutes section 278.490.~~
- ~~B. Recording Required: Parcels merged without reversion to acreage pursuant to this section must be resubdivided and recorded on a final map, parcel map or map of division into large parcels, as appropriate, in accordance with Nevada Revised Statutes sections 278.320 through 278.4725, inclusive, and any applicable local ordinances. The recording of the resubdivided parcels or lots on a final map, parcel map or map of division into large parcels, as appropriate, constitutes the merging of the preexisting parcels into a single parcel and the simultaneous resubdivision of that single parcel into parcels or lots of a size and description set forth in the final map, parcel map or map of division into large parcels, as appropriate.~~
- ~~C. Street Easements And Utility Easements: With respect to a merger and resubdivision of parcels pursuant to this section, the owner or governing body conducting the merger and resubdivision shall ensure that street easements and utility easements, whether public or private, that will remain in effect after the merger and resubdivision, are delineated clearly on the final map, parcel map or map of division into large parcels, as appropriate, on which the merger and resubdivision is recorded.~~
- ~~D. Security Credit: If a governing body required an owner or governing body to post security to secure the completion of improvements to two (2) or more contiguous parcels and those improvements will not be completed because of a merger and resubdivision, conducted pursuant to this section, the governing body shall credit on a pro-rata basis the security posted by the owner or governing body toward the same purposes with respect to the parcels as merged and resubdivided. (Ord. 548, 11-28-2000)~~

### **3-3-90: VIOLATIONS AND PENALTIES:**

~~Any person, firm, corporation or other legal entity who violates any of the provisions of this chapter shall, upon conviction therefor, be punished as provided in title 1, chapter 3 of this code. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such hereunder. The imposition of any sentence shall not exempt the offender from compliance with all requirements of this chapter. (Ord. 261, 6-27-1978)~~

## **Chapter 3** **DIVISIONS OF LAND**

### **3-3-1: PURPOSE AND INTENT:**

### **3-3-2: DEFINITIONS:**

### **3-3-3: STAGES OF SUBDIVISION PLANNING AND APPROVAL:**

3-3-4: PREAPPLICATION STAGE (STAGE I):  
3-3-5: TENTATIVE MAP STAGE (STAGE II):  
3-3-6: CONTENT AND FORMAT OF TENTATIVE MAP SUBMITTAL:  
3-3-7: FINAL MAP STAGE (STAGE III):  
3-3-8: CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:  
3-3-9: GENERAL PROVISIONS FOR SUBDIVISION DESIGN:  
3-3-10: STREET LOCATION AND ARRANGEMENT:  
3-3-11: STREET DESIGN:  
3-3-12: BLOCK DESIGN:  
3-3-13: LOT PLANNING:  
3-3-14: EASEMENT PLANNING:  
3-3-15: STREET NAMING:  
3-3-16: STREET LIGHTING DESIGN STANDARDS:  
3-3-17: RESPONSIBILITY FOR IMPROVEMENTS:  
3-3-18: CONSTRUCTION PLANS:  
3-3-19: CONSTRUCTION AND INSPECTION:  
3-3-20: REQUIRED IMPROVEMENTS:  
3-3-21: PERFORMANCE AGREEMENTS:  
3-3-22: PERFORMANCE AND MAINTENANCE GUARANTEES:  
3-3-23: PARK LAND DEDICATIONS:  
3-3-24: PARCEL MAPS:  
3-3-25: MODIFICATION OF STANDARDS:  
3-3-26: REVERSIONS TO ACREAGE:  
3-3-27: PROHIBITION AGAINST SALE IN VIOLATION:  
3-3-28: MERGERS AND RESUBDIVISION OF LAND:  
3-3-29: VIOLATIONS AND PENALTIES:  
3-3-30: APPEALS OF CERTAIN DECISIONS REGARDING USE OF LAND

3-3-1: PURPOSE AND INTENT:

The purpose of this Chapter is to provide for the orderly growth and harmonious development of the City; to ensure adequate traffic circulation through coordinated subdivision street systems in relation to major thoroughfares, adjoining subdivisions, and public facilities to achieve individual property lots of optimum utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to facilitate reservation of adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal description and to provide logical procedures for the achievement of this purpose; safeguard the public health, safety and general welfare; and to ensure development in conformance with the City master plan. In its interpretation and application, this Chapter is intended to provide a common understanding and a sound and equitable working relationship between public and private interests so that both independent and mutual objectives can be achieved in the division of the land.

3-3-2: DEFINITIONS:

All terms defined in NRS Chapter 278, to include NRS 278.010 through 278.0195, are incorporated herein by this reference unless the terms are otherwise defined in this Chapter.

The following words and phrases when used in this Chapter shall, for the purpose of this Chapter, have the meanings respectively ascribed to them in this Section 3-3-2, unless their context clearly indicates that they are intended to have some other meaning.

Words used in the present tense include the future; the plural includes the singular; the word "shall" is always mandatory; the word "may" denotes a use of discretion in making a decision; and the words "used" or "occupied" shall be considered to be followed by the words "or intended, arranged, or designed to be used or occupied."

AGREEMENT TO INSTALL IMPROVEMENTS: An agreement that satisfies the requirements of Sections 3-3-21 and other applicable provisions of this Chapter, typically requiring a subdivider to install public improvements, dedicate rights-of-way and perform other acts for the benefit and protection of the City and the public in relation to a subdivision.

ALLEY: A passage or way, open to public travel and dedicated to public use, affording generally a secondary means of vehicular access to abutting lots and not intended for the general traffic circulation.

BLOCK: A piece or parcel of land, or group of lots, entirely surrounded by natural or artificial barriers, such as public rights-of-way, streams or watercourses, railroads, parks, or a combination thereof.

BUILDING: Any structure, regardless of whether it is affixed to real property that is used or intended for supporting or sheltering any human use or occupancy.

BUILDING LINE: A line demarcating the area between a building or other structure and the street right-of-way line beyond which no building or structure or portion thereof shall be erected, constructed, or otherwise established.

CITY COUNCIL: The City Council of the City of Elko.

CODE: The Elko City Code.

COMMISSION: The City of Elko Planning Commission.

COMMUNICATION LINES: Conduit, cables, fiber and/or other apparatus for the distribution and provision of telecommunications and/or broadband communications.

COMMUNICATION SERVICE LINES: Communication lines.

CONDITIONAL APPROVAL: A decision by the Planning Commission or City Council to approve a tentative map, provided certain specified conditions are satisfied.

CONSTRUCTION PLANS: Plans, profiles, cross-sections and other drawings showing required details for the construction of subdivision improvements, prepared in conjunction with the final map, and submitted by a properly licensed engineer in compliance with standards of design and construction approved by the City.

CUL-DE-SAC: A street opening at one end and having a turnaround at the other end.

DEDICATION: The deliberate appropriation of land by its owner for any general or public use, reserving unto himself no other right than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been appropriated.

DENSITY: A number, represented in units of lots per acre, calculated by dividing the number of lots in the subdivision by the total acreage of the subdivision.

**DEVELOPER:** A real property owner who divides land into two or more parcels for transfer or development.

**DEVELOPMENT MASTER PLAN:** A comprehensive long-term strategic planning document for a subdivision prepared in accordance with Section 3-3-4 of this Chapter.

**EASEMENT:** An interest in land that confers a right of use for a special purpose.

**ENGINEER'S ESTIMATE:** An estimate of the total cost of public improvements prepared by the subdivider's engineer and provided to the City.

**EXCEPTION:** Any parcel of land that is located within the exterior boundaries of a subdivision but which is not included in the tentative or final map.

**FINAL MAP:** A map prepared in accordance with the provisions of NRS 278.325, 278.360 to 278.460, inclusive, 278.472, 278.4725 or 278.4955 and any applicable provisions of this Code, which, after approval and certification by the City, is recorded with the office of the Elko County Recorder.

**FINAL MAP APPROVAL:** Final or conditional authorization by the City Council to obtain final map certification; provided, all applicable requirements of this Chapter, to include City Code Sections 3-3-21 and 3-3-22, must be satisfied prior to final map certification; further provided, if final map approval is conditional, all conditions imposed by the City Council in conjunction with the approval must be satisfied prior to final map certification.

**FINAL MAP CERTIFICATION:** Unconditional approval of the final map by the City Council as evidenced by certification on the map by the Mayor of the City of Elko. Final map certification constitutes authorization to record the map with the Elko County Recorder.

**FULL FRONTAGE:** All lot lines of any lot, parcel or tract of property adjacent to a road, street, alley or right of way, to include lots, parcels or tracts containing multiple borders or edges, such as corner lots.

**GRADING:** The removal of the vegetative cover from the surface of any land, and is a result of activity associated with new construction.

**LED:** Light-emitting diode.

**LOT:** A distinct part or parcel of land which has been divided, including the following:

A. Corner Lot: A lot abutting on two (2) or more intersecting streets.

B. Double Frontage Lot: A lot abutting two (2) parallel or approximately parallel streets.

C. Interior Lot: A lot having but one side abutting on a street.

D. Key Lot: An interior lot, one (1) side of which is contiguous to the rear line of a lot.

**LOT DEPTH:** The shortest distance, measured on a line parallel to the axis of the lot, between points on the front and rear lot lines.

**LOT LINE:** A line bounding a lot, including the following types of lot lines:

- A. Front Lot Line:** The lot line coinciding with the street line; or, in the case of a corner lot, the shorter of two (2) lot lines coinciding with street lines; or, in the case of a double frontage lot, both lot lines coinciding with street lines.
- B. Rear Lot Line:** The lot line opposite and farthest from the front lot line; for a pointed or irregular lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten feet (10') long and wholly within the lot.
- C. Side Lot Line:** Any lot line other than a front or rear lot line; in the case of a corner lot, the lot line abutting the side street is designated as the exterior side lot line; all other side lot lines are designated as interior side lot lines.

**LOT WIDTH:**

- A. In the case of a rectangular lot or a lot abutting on the outside of a street curve, the distance between side lot lines measured parallel to the street or to the street chord and measured on the street chord.**
- B. In the case of a lot abutting on the inside of a street curve, the distance between the side lot lines measured parallel to the street or the street chord at the rear line of the dwelling, or, where there is no dwelling, thirty feet (30') behind the minimum front setback line.**

**MASTER PLAN:** A comprehensive, long-term general plan for the physical development of the City prepared in accordance with NRS 278.150, et seq.

**OWNER:** Any person who holds title to land or who is contractually obligated to purchase land.

**PARCEL MAP:** A map required for the division of land for transfer or development into four (4) lots or less in the manner set forth in NRS 278.461, 278.462, 278.463, 278.464 or 278.466, and this Code.

**PEDESTRIANWAY:** A public or private walk through a block from street to street or from a street to a school, park, recreation area or other public facility.

**PERFORMANCE AGREEMENT:** An agreement to install improvements.

**PERFORMANCE GUARANTY:** The financial security required to guarantee the construction of public improvements and other matters as set forth in Section 3-3-22 of this Chapter.

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

**PUBLIC IMPROVEMENT:** Street work, utilities and other improvements to be installed on land dedicated or to be dedicated for streets and easements as are necessary for local drainage, local traffic and the general use of property owners in the subdivision.



**PUBLIC IMPROVEMENT STANDARDS:** A set of standards adopted by the City Council regulating the design and construction of public improvements. These standards are contained in the latest edition of the "Standard Specifications For Public Works Construction" also known as the "Orange Book," which is distributed to the cities and counties of northern Nevada by the Regional Transportation Commission of Washoe County.

**PUBLIC UTILITIES:** Underground, aboveground or overhead facilities furnishing to the public, electricity, gas, steam, communications, water, drainage, sewage disposal, flood control, irrigation or refuse disposal, owned and operated by any person, firm, corporation, municipal department or board duly authorized by state or municipal regulations. The term "public utilities," as used herein, may also refer to such persons, firms, corporation, departments or boards, as the context indicates.

**REQUIRED IMPROVEMENTS:** Enhancements to land to make the land more usable for public and/or private purposes, as more specifically set forth in Section 3-3-20 of this Chapter.

**RIGHTS-OF-WAY:** All public and private rights-of-way and all areas required for public use in accordance with any master plan or parts thereof.

**SETBACK LINE:** Building line.

**STREET:** Any existing or proposed street, avenue, boulevard, road, lane, parkway, place, bridge, viaduct or easement for public vehicular access; or, a street shown in a map heretofore approved pursuant to law; or, a street in a map duly filed and recorded in the county recorder's office. A street includes all land within the street right of way, whether improved or unimproved, and includes such improvements as pavement, shoulder, curbs, gutters, sidewalks, parking space, bridges, viaducts, lawns and trees. For purposes of this Chapter, the following definitions apply to specific types of streets:

A. **Alley:** A public way providing secondary vehicular access and service to properties which also abut a street.

B. **Arterial And Minor Arterial Streets:** A general term describing large major streets, including freeways, expressways and interstate roadways, and state and/or county highways having city and regional continuity.

C. **Collector Residential And Local Residential Streets:** City streets serving the primary function of providing access to abutting property:

1. **Cul-De-Sac Street:** A short collector residential and local residential street having one end permanently terminating in and including a vehicular turning area.

2. **Marginal Access Street:** A collector residential and local residential street parallel to and abutting an arterial street which provides access to abutting property, intercepts other collector residential and local residential streets, and controls access to the arterial street.

D. **Collector Street:** A street generally with limited continuity serving the primary function of moving traffic between arterial streets and local residential streets, and the secondary function of providing access to abutting properties.



STREET, PRIVATE: A nondedicated, privately owned right-of-way or limited public way that affords the principal means of emergency and limited vehicular access and connection to and from the public street system to properties created through the division of land.

STREET, PUBLIC: A dedicated public right-of-way that is part of the public street system and which affords the principal means of emergency and general vehicular access to abutting property.

STREET LINE: A line demarcating the limits of a street right-of-way.

SUBDIVIDER: A developer who commences or is engaged in the process required by NRS Chapter 278 and this Chapter for dividing land into parcels or creating a subdivision.

SUBDIVIDER'S ENGINEER: A professional engineer, properly licensed by the State of Nevada and retained, contracted or employed by the subdivider for the purpose of satisfying the requirements of Sections 3-3-21, and to oversee and certify the subdivision in the manner required by this Chapter.

SUBDIVISION: Any land, vacant or improved, which is divided or proposed to be divided into five or more lots, parcels, sites, units or plots, for the purpose of any transfer or development, or any proposed transfer or development, unless exempted by NRS 278.320 or any other applicable statute.

SUBDIVISION IMPROVEMENT: An improvement to land that a subdivider is required to construct and complete at its own expense, pursuant to the requirements of this Chapter and an agreement to install improvements.

SUBDIVISION REVIEW COMMITTEE: A committee consisting of representatives of the City Manager's Office, the City Engineering Department, the City Utility Department, the City Planning department, the City Development Department, the City Public Works Department, the City Fire Department, and the Planning Commission Chair or Vice Chair.

TENTATIVE MAP: A map made to show the design of a proposed subdivision and the existing conditions in and around it.

TENTATIVE MAP APPROVAL: Approval of a tentative map by the City Council. Tentative map approval constitutes authorization to proceed with preparation of construction plans and the final map.

TRACT: An area of land proposed to be divided pursuant to this Chapter.

TRANSPORTATION COMPONENT OF THE MASTER PLAN: A plan adopted by the Planning Commission and City Council which provides for development of a system of major streets and highways.

### 3-3-3: STAGES OF SUBDIVISION PLANNING AND APPROVAL:

Any person who divides or proposes to divide land into five (5) or more lots, parcels, sites, units or plots, for the purpose of any transfer or development, or any proposed transfer or development, unless exempted under Chapter 278 of the Nevada Revised Statutes or this Code, must follow the three-stage approval process outlined in this Chapter. These stages, among other things, set forth specific requirements pertaining to the preparation, submission and review of, and official action on, maps and other documents.



These stages are as follows:

- A. Stage I - Preapplication Stage. During Stage I, the subdivider provides preliminary information about the proposed subdivision to the City, some of which is provided to City staff in a conference held to discuss land use, street and lot arrangement, lot sizes, buildable lot areas, conformity with the master plan, easements, the provision of utilities, storm drainage, street improvements and other issues pertinent to the proposed development.
- B. Stage II - Tentative Map Stage: Stage II includes preparation, submission, revision, and Planning Commission and City Council action on the tentative map. During this stage, the City will review the tentative map submittal to ensure that it conforms to all applicable requirements. At the conclusion of this stage, the City Council determines whether to approve, conditionally approve or disapprove the tentative map. The City uses the tentative map submittal to evaluate the subdivision. Approval of the tentative map permits the subdivider to proceed with Stage III, but does not authorize the subdivider to commence construction activities.
- C. Stage III - Final Map Stage. Stage III includes the final design and engineering of the subdivision, official action on the construction plans, and official action on the final map. During this stage, except as otherwise permitted in this Chapter, the subdivider must post security for completion and maintenance of public improvements, and the subdivider and the City must enter into a performance agreement.

#### 3-3-4: PREAPPLICATION STAGE (STAGE I):

- A. Overview and General Requirements: The preapplication stage of subdivision planning (Stage I) includes an investigatory period that takes place prior to submittal of the tentative map by the subdivider. During this stage, the subdivider must meet with the City to discuss and provide general information about the proposed subdivision, and the City will provide the subdivider with general information about City subdivision requirements. During this stage, the City will also determine whether a change in zoning will be required for the proposed subdivision. If the City determines that a zoning change is required for the proposed subdivision, the subdivider must initiate the necessary application for a change of zoning district boundaries. This process must be commenced prior to the submission of the tentative map (Stage II). In addition, during Stage I the subdivider and the City shall satisfy the following requirements:
- B. Conference: During Stage I, the subdivider shall schedule and attend a conference with the Subdivision Review Committee for the purpose of discussing the proposed subdivision. At least five (5) business days prior to the conference, the subdivider shall provide the City with plans, sketches and other documentation showing proposed land uses, street and lot configuration, proposed lot sizes and the proposed density of the development. At the meeting, the subdivider and/or his/her authorized representative shall present the Subdivision Review Committee with tentative proposals regarding water supply, sewage disposal, storm drainage, street improvements and any potential changes to zoning district boundaries.
- C. During the conference with the Subdivision Review Committee, the City will provide general information to the subdivider regarding the requirements of this Chapter, to include required procedures, design and improvement standards, and tentative and final map requirements, together with the following:

1. Check existing zoning of the location of the proposed subdivision and of abutting properties, and determine whether a change of zoning district boundaries is necessary or desirable.
2. Determine conformance of the proposed subdivision to the Land Use component of the Master Plan.
3. Examine the adequacy of parks and other public facilities.
4. Determine the relationship of the site to major streets, utility systems and adjacent land uses, and determine whether there are any potential problems related to topography, utilities, drainage or flooding.
5. Determine Fire Department access and suppression requirements.
6. Determine whether a Development Master Plan must be approved by the City prior to consideration of a tentative map.

D. Development Master Plan: The Planning Commission may, in its discretion, determine that the proposed subdivision has certain characteristics that necessitate the preparation of a Development Master Plan. These characteristics may include size, impact on neighborhoods, density, topography, utilities, and/or existing and potential future land uses. If a Development Master Plan is required, it must be submitted to the Planning Commission for review and possible approval at least twenty-one (21) days prior to the Planning Commission meeting at which the Development Master Plan will be reviewed.

1. Preparation: The Development Master Plan shall be prepared on a sheet twenty-four inches by thirty-six inches (24" x 36"), shall be accurate in accordance with industry standards, and shall clearly indicate:
  - a. General street patterns, with particular attention to the location and general alignment of collector streets and to the maximization of convenient circulation throughout the neighborhood.
  - b. General locations and sizes of schools, parks and other public facility sites.
  - c. Locations of shopping centers, multi-family residential units and other proposed land uses.
  - d. Methods proposed for sewage disposal, water supply and storm drainage.
2. Approval: A tentative map must be consistent with a Development Master Plan that encompasses its territorial limits. The Development Master Plan shall establish the general approach to the subdivision design in the tentative map. Accordingly, the subdivision must be compatible with and not frustrate the goals and policies set forth in the approved Master Plan. If development of a subdivision is proposed to take place in several stages, the Development Master Plan shall be submitted as supporting data for each tentative map. The Development Master Plan shall be kept up to date by the subdivider as modifications occur or become necessary.

### 3-3-5: TENTATIVE MAP STAGE (STAGE II):



The tentative map stage (Stage II) includes preparation, submission, review, and Planning Commission and City Council action on the tentative map. The subdivider can help expedite processing of the tentative map by submitting all information needed to determine consistency with the City Code and the Elko Master Plan.

A. Zoning Amendments: The tentative map shall be designed to meet the specific requirements of the zoning district in which it is located. However, in the event a change of zoning district boundaries is necessary, an application for a change in zoning consistent with Section 3-2-21 of the City Code shall be submitted and processed in conjunction with the tentative map. If a change in zoning district boundaries is required, the City will not continue processing the tentative map until the application for change of zoning district boundaries is submitted.

The application for change of zoning district boundaries shall be heard by the Planning Commission at the same meeting as the tentative map is considered, but shall be acted upon as a separate item. The application for change of zoning district boundaries shall be heard prior to the action item for possible approval of the tentative map. When a tentative map constitutes only one unit of a larger development intended for progressive maps, the change of zoning district boundaries may be limited to the area contained in the tentative map application. Any required change of zoning district boundaries shall have been approved by the City Council prior to tentative map approval. A change of zoning district boundaries required under this Section must, without limitation, conform to all applicable master plan(s) adopted by the City.

B. Sanitary Sewerage, Water Supply, Storm Drainage and Solid Waste Disposal: As a prerequisite to tentative map review by the Planning Commission, the subdivider shall provide adequate information to enable the City to determine whether it conforms to the City Code, to include, without limitation, all applicable requirements for public improvements, such as grading, installation of a sanitary sewer and sewerage disposal, water supply, storm drainage, solid waste disposal and the provision of other public utilities to the proposed subdivision.

C. Tentative Map Submittal: The following requirements apply to submission of the tentative map for review and filing of the tentative map:

1. Tentative Map Submittal; Application: Three (3) copies of the tentative map and any required supporting information and/or data in readable pdf format (unless otherwise requested by the City), prepared in accordance with the requirements of this Chapter, together with any required filing fee (collectively referred to as the "tentative map submittal"), shall be filed with the City planning department at least forty-two(42) calendar days prior to the Planning Commission meeting at which the recommendation to approve, conditionally approve or disapprove the tentative map will be considered. Upon receipt of the tentative map submittal, the City planning department will record the date of receipt and filing. The tentative map submittal shall be deemed the subdivider's application for approval of the tentative map.
2. Initial Review of Tentative Map Submittal for Completeness Upon Filing: Upon filing, the City will perform an initial review of the tentative map submittal to determine if it is complete and satisfies the requirements of the Nevada Revised Statutes, the Nevada Administrative Code and Section 3-3-6 of this Chapter. The tentative map submittal must be consistent with the information provided by the subdivider to the City at the preapplication stage (Stage I) meeting. The Planning Commission will



not consider the application for tentative map approval unless adequate information has been submitted to permit the City to determine that the tentative map complies with the City Code. Upon request by the City, the subdivider shall furnish additional copies of any documents required by the City to perform its review.

3. Information Required Under Nevada Administrative Code for Review of Tentative Map: In addition to any other requirements set forth in the Elko City Code, without limitation, a subdivider shall submit the following documents or other information to the City:

- a. A map showing the topographic features of the subdivision, including contours at intervals of 2 feet for slopes of 10 percent or less and intervals of 5 feet for slopes of over 10 percent.
- b. Two copies of the map showing the tentative design of the subdivision, including the arrangement of lots, the alignment of roads and easements.
- c. A statement of the type of water system to be used and the water source, for example, private wells or a public water system.
- d. Unless water for the subdivision is to be supplied from an existing public water system, a report of the analyses, performed pursuant to NAC 278.390, of four samples taken in or adjacent to the subdivision from different wells. The analyses must show that the water meets the standards prescribed in NAC 445A.450 to 445A.492, inclusive.
- e. A map of the 100-year floodplain for the applicable area. The map must have been prepared by recognized methods or by an appropriate governmental agency for those areas subject to flooding.
- f. A description of the subdivision in terms of 40-acre parts of a designated section, township and range, or any other description which provides a positive identification of the location of the subdivision.
- g. A map of the vicinity of the subdivision, showing the location of the proposed subdivision relative to the City of Elko or a major highway.
- h. The names and addresses of the owners and developers of the subdivision.
- i. A master plan showing the future development and intended use of all land under the ownership or control of the developer in the vicinity of the proposed subdivision.

4. Filing; Acceptance or Rejection: If, following the initial review, the tentative map submittal is determined to conform to the foregoing requirements, the City will accept the tentative map submittal for filing and will assign it a file number. Otherwise, the City will reject the tentative map submittal and inform the subdivider of the deficiencies that resulted in the rejection. If the subdivider does not correct an incomplete tentative map submittal within ninety (90) calendar days from the date of filing with the City, the tentative map submittal will automatically expire and may not be re-filed without payment of a new filing fee.



5. Filing Fee: The subdivider shall, at the time of filing a tentative map submittal, pay to the City a filing fee based upon the number of lots shown on the tentative map. The filing fee shall be set by resolution by the City Council.

D. Tentative Map Review by Departments: Upon filing, the tentative map will be distributed and reviewed as follows:

1. Departmental Review of Tentative Map Submittals: Unless the tentative map submittal is rejected in accordance with Section 3-3-5(C)(2), above, following the initial review, the planning department will transmit copies of the tentative map submittal to the City engineering, utility, public works, fire and development departments for their respective reviews. In reviewing the tentative map submittal, these departments will each make a determination as to the completeness and adequacy of the tentative map submittal and its conformity to the requirements of the City Code, to include any standardized codes adopted by reference. If any reviewing department determines that a tentative map submittal is incomplete, inadequate or noncompliant with the City Code, the application will be rejected and the subdivider will be notified of the deficiencies that resulted in the rejection.
2. Distribution of Tentative Map Submittals to Other Governmental Entities, Irrigation Ditch Owners and Utilities: If, following the foregoing departmental review, the City determines that the tentative map submittal is complete, adequate and in conformity with the requirements of the City Code and the Stage I submittal, the City planning department will transmit copies of the tentative map submittal for review to the following, if required by NRS Chapter 278 or this Code: (a) the Division of Water Resources and the Division of Environmental Protection of the State Department of Conservation and Natural Resources; (b) the district board of health acting for the Division of Environmental Protection to review and certify proposed subdivisions and to conduct construction or installation inspections; (c) if the subdivision is subject to the provisions of NRS 704.6672, the Public Utilities Commission of Nevada; (d) the board of trustees for the Elko County School District; (e) the board of trustees for any general improvement district or irrigation district in which the subdivision is located; (f) the owner of an irrigation ditch located within the proposed subdivision to the extent required under NRS 278.3485; (g) the Nevada Department of Transportation, if the subdivision encompasses or is adjacent to any State roads, highways or rights-of-way; (h) Elko County, if the proposed subdivision is adjacent to property located outside the Elko City municipal boundaries; (i) any public utilities that are reasonably likely to provide service to the subdivision. All comments received in response to the foregoing distributions will be provided to the Planning Commission and the City Council at the respective meetings during which the application is considered.
3. Planning Commission Review: The Planning Commission shall review the tentative map submittal for compliance with applicable provisions of the Nevada Revised Statutes, the Nevada Administrative Code and the City Code, to include this Chapter and Title 3 (Zoning Regulations), and shall consider the recommendations of City departments, non-City governmental agencies and others that have reviewed the tentative map submittal pursuant to this Chapter. It shall be the responsibility of the subdivider to provide any necessary data and any other information necessary for the Planning Commission to conduct a comprehensive review of the proposed subdivision.



4. Public Hearing; Notices: Prior to taking any action to recommend approval, conditional approval or disapproval of a tentative map, the Planning Commission shall hold a public hearing to receive information about the proposed subdivision and to consider modifications to the tentative map. The public hearing shall be set not later than sixty (60) days from the date a complete tentative map submittal that satisfies the requirements of the City Code is filed with the City. At least ten (10) calendar days prior to the public hearing, notices of the public hearing shall be sent by mail to all property owners adjacent to the area proposed to be subdivided. The names and addresses of the adjacent property owners shall be determined by examining the latest assessment rolls of the Elko County Assessor. Notice by mail to the last known addresses of the real property owners as shown by the Elko County Assessor's records shall be sufficient for purposes of this Subsection. Legal notice shall be placed in a newspaper of general circulation within the City at least ten (10) calendar days prior to the date of the public hearing.

5. Modifications to Tentative Maps: In the event the Planning Commission requires modifications to the tentative map prior to making a recommendation of approval or conditional approval, the Planning Commission shall so inform the subdivider. The Planning Commission may, in its discretion, provide recommendations to the subdivider regarding the correction of any deficiencies in the tentative map submittal. The Planning Commission may, in its discretion, table or continue a public hearing on a tentative map for a period of time sufficient to permit the subdivider to make any required modifications to the tentative map submittal. Notwithstanding the foregoing, in the event the Planning Commission requests that a subdivider make modifications to a tentative map submittal, the subdivider must present to the Planning Commission a modified tentative map submittal that complies with the Planning Commission's request no more than sixty (60) calendar days from the date of the request. Notwithstanding any other provision in this Chapter, the failure of a subdivider to present a properly modified tentative map submittal to the Planning Commission in accordance with the preceding sentence shall result in the automatic expiration of the application for tentative map approval and the subdivider shall not be entitled to any refund or credit of the filing fee.

E. Action on Tentative Map by Planning Commission and City Council: Upon review by City and other agencies and entities as set forth in the preceding Subsection, the Planning Commission and City Council will take action on the tentative map as follows:

1. Planning Commission Recommendation: Unless modifications to the tentative map are required pursuant to Section 3-3-5(D), after accepting a tentative map submittal as a complete application, the Planning Commission shall, within sixty (60) days of the date the tentative map submittal is filed, recommend approval, conditional approval or disapproval of the tentative map in a written report filed with the City Council. Notwithstanding the foregoing, unless a longer time is provided in a development agreement entered into pursuant to NRS 278.0201, the time limit for acting and reporting on a tentative map may be extended by mutual consent of the subdivider and the Planning Commission; provided, if no action is taken within the time limits set forth in NRS 278.010 to 278.630, inclusive (subject to any permitted extensions), a tentative map as filed shall be deemed to be approved without conditions, and the Planning Commission shall certify the tentative map as approved. If the Planning Commission recommends conditional approval or disapproval of a tentative map, the Planning Commission's report to the City Council shall either state the conditions under which the tentative map would have been approved or state that approval was withheld because the land proposed to



be subdivided is not suitable for the proposed development, stating the reasons why the land was not considered suitable.

2. Action by City Council to Approve, Conditionally Approve or Disapprove Tentative Map; Factors Considered: Except as otherwise provided in NRS Chapter 278 and this Chapter, the City Council shall approve, conditionally approve or disapprove a tentative map within sixty (60) days from the date of receipt of the Planning Commission's recommendations. Before approving a tentative map, the City Council shall make such findings as are not inconsistent with the provisions of Nevada Revised Statutes Sections 278.010 through 278.630, inclusive, or the City Code, which findings shall include consideration of the following factors:

- a. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- b. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;
- c. The availability and accessibility of utilities;
- d. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;
- e. Conformity with the zoning ordinances and the City's master plan, except that if any existing zoning ordinance is inconsistent with the City's master plan, the zoning ordinance takes precedence;
- f. General conformity with the City's master plan of streets and highways;
- g. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
- h. Physical characteristics of the land, such as floodplain, slope and soil;
- i. The recommendations and comments of those entities and persons reviewing the tentative map pursuant to this Chapter and NRS 278.330 to 278.3485, inclusive;
- j. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and
- k. The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by Chapter 375 of NRS and for compliance with the disclosure and recording requirements of Subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.



3. Approval of Tentative Map Without Conditions: The City Council may approve the tentative map without conditions; provided, the approval must include findings that the tentative map meets all requirements of this Chapter and the applicable requirements set forth in the Nevada Revised Statutes and Nevada Administrative Code.
4. Approval of Tentative Map With Conditions: The City Council may approve the tentative map with conditions, in which event the City Council shall, as a requisite to final approval, require the subdivider to submit proof that the conditions have been satisfied to either or both City staff and/or the City Council at a subsequent meeting. The City Council may place a deadline on the time required to satisfy the conditions, after which, unless (a) the subdivider has submitted proof to the City that the conditions have been satisfied, (b) the subdivider and the City have entered into a development agreement pursuant to NRS 278.0201 and this Chapter that extends the time for satisfying the conditions, or (c) the City has granted an extension of time to satisfy the conditions consistent with this Chapter, the tentative map will be automatically deemed disapproved.
5. Disapproval of Tentative Map: The City Council may disapprove a tentative map, in which event the City Council shall state the reasons for the disapproval. In the event a tentative map is disapproved, any new filing of a tentative map for the same property, or any part thereof, shall follow the procedure set forth in this Chapter for a new tentative map application, to include payment of a new filing fee.

F. Limited Authorization to Proceed Upon Approval With Conditions: If the City Council approves a tentative map with conditions, the subdivider may commence preparing a final map and engineering construction plans; provided, nothing in this Subsection shall be interpreted as a waiver of any conditions imposed by the City Council or a commitment that the City will approve a final map or construction plans.

G. Intent to Serve Letters: Upon approval of a tentative map with or without conditions, the City Utility Department shall provide a water and sewer "intent to serve" letter to the applicable state agencies.

H. Construction of Subdivision Improvements: Notwithstanding any other provision contained herein, approval of a tentative map, with or without conditions, does not constitute authorization to commence any construction activities associated with the subdivision to include, without limitation, public improvements.

### 3-3-6: CONTENT AND FORMAT OF TENTATIVE MAP SUBMITTAL:

A. Form and Scale: The tentative map must be graphically depicted on one or more plan sheets with supporting data either placed directly on the tentative map or attached to the tentative map in drawings, spreadsheets or other documents that comply with the requirements of this Chapter and are consistent with industry standards. All maps accompanying the tentative map shall be drawn to the same standard engineering scale; provided, the scale shall not be more than one hundred (100) feet to one (1) inch. Whenever practicable, the plan scale shall result in an overall sheet measuring twenty-four inches by thirty-six inches (24" x 36").

B. Identification Data: The tentative map shall contain the following information:



1. Proposed subdivision name, location and section, township and range, with reference by dimension and bearing to a section corner or quarter-section corner.
2. Name, address, telephone number and email address of subdivider(s).
3. Name, address, telephone number, email address and Nevada State Board of Professional Engineers and Land Surveyors license number for each professional engineer or land surveyor who prepared the tentative map.
4. Scale.
5. North point.
6. Date of initial preparation and dates of any subsequent revisions.
7. A small scale location map showing the relationship of the tract to existing community facilities which serve or influence it, including: arterial streets, railroads, shopping centers, parks and playgrounds, and churches.
8. Legal description defining the boundaries of the proposed subdivision.

C. Physical Conditions: The tentative map shall contain following information about existing physical conditions:

1. Topography shown with contours at intervals of no more than or two (2) feet and corresponding to the coordinate system maintained by the City. Topographic information shall be adequate to show the character and drainage of the land.
2. Location of water wells, streams, private ditches, washes and other water features, including direction of flow, and the location and extent of areas subject to frequent periodic or occasional inundation.
3. The location of flood zones designated by the Federal Emergency Management Agency (FEMA) and/or any special flood hazard areas.
4. Within or adjacent to the proposed subdivision, the locations, widths and names of all streets, railroads, utility rights-of-way of public record, public areas, permanent structures that will remain after development of the subdivision, and municipal corporate boundaries.
5. Dimensions of all subdivision boundaries.
6. Gross and net acreage of the subdivision.

D. Recorded Map Information: The tentative map shall indicate the title or description, book and page number(s) of each recorded map for property adjacent to the proposed subdivision, to include property adjacent to boundary roads, streets and rights-of-way.

E. Existing Zoning: The tentative map shall indicate the existing zoning classification of the proposed subdivision and adjacent properties.

**F. Proposed Improvements and Other Features:** The tentative map shall show the following planned improvements and other features within and, where indicated, adjacent to the subdivision:

- 1. Street layout, including location and width of each street, right-of-way, alley, sidewalk, pedestrianway and easement, together with access routes to adjacent existing subdivisions (including routes through parcels that are not subdivided), the proposed names of all streets, and the approximate grades of all rights-of-way.**
- 2. Lot layout with consecutively numbered lots, indicating the dimensions and area of each lot, and the total number of lots.**
- 3. Location, width and proposed use of easements.**
- 4. Location, extent and proposed use of all land to be dedicated or reserved for public use, including school sites or parks.**
- 5. Locations and boundaries of all proposed zoning districts.**

**G. Proposed Deed Restrictions:** All proposed deed restrictions shall be indicated on or appended to the tentative map.

**H. Preliminary Grading Plan:** The subdivider shall provide to the City a preliminary grading plan indicating areas proposed for cut-and-fill, the type and estimated quantity of material to be graded, the estimated finished grades (which must be adequate to establish the general grading trend), the proposed methods of erosion control, and the general location of and specifications for any manufactured (cut or fill) slopes.

**I. NPDES Permit Compliance:** The subdivider shall comply with all applicable provisions of the City's National Pollutant Discharge Elimination System (NPDES) general permit for discharges from small municipal separate storm sewer systems, Permit No. NV040000.

**J. Utility Methods and Requirements:**

- 1. Sewage Disposal:** The subdivider shall provide the City with a proposed design for sewage disposal that connects to the City sewer system.
- 2. Water Supply:** The subdivider shall provide the City with information sufficient to demonstrate adequate volume and quality of water from the City water system.
- 3. Storm Drainage:** The subdivider shall provide the City with preliminary drainage calculations and a proposed layout of the storm drainage system, including the locations of outlets. The proposed storm drainage system shall comply with the City's NPDES permit requirements, the City Code and all applicable Federal and state laws and regulations.
- 4. Communication, Electrical and Natural Gas Lines:** The subdivider shall provide the City with a proposed layout for the locations of Communication Lines, electrical lines and natural gas lines.
- 5. Traffic Impact Study:** The City may, in its discretion, require a traffic impact study if it determines that additional traffic in the area due to the subdivision may exceed



existing roadway capacities, warrant traffic signal improvements, warrant the construction of additional travel lanes or impact state highways.

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

A. Overview: The final map stage (Stage III) includes the final design and engineering of the subdivision, and the preparation, submission and review of and official action on the final map and construction plans.

#### B. Requirements for Presentation of Final Map or Series of Final Maps; Extensions of Time:

1. Unless a longer time is provided in an agreement entered into pursuant to this Chapter, or unless the time is extended by mutual agreement of the subdivider and the City Council, the subdivider shall present to the City Council within 4 years after the approval of a tentative map: (1) a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved; or (2) the first of a series of final maps covering a portion of the approved tentative map. If the subdivider elects to present a successive map in a series of final maps, each covering a portion of the approved tentative map, the subdivider shall present to the City Council on or before the second anniversary of the date on which the subdivider recorded the first in the series of final maps: (I) a final map, prepared in accordance with the tentative map, for the entire area for which the tentative map has been approved; or (II) the next final map in the series of final maps covering a portion of the approved tentative map. If the subdivider fails to comply with the provisions of the preceding sentence, all proceedings concerning the subdivision are terminated.
2. The City Council may grant an extension of not more than 2 years for the presentation of any final map after the 2-year period for presenting a successive final map has expired.
3. Any request for an extension of time to present a final map, to include a map presented in a series of final maps, shall be submitted in writing to the City prior to the expiration of time for presenting the final map.

#### C. Pre-submission Requirements: Before a final map is submitted to the City for approval, the following requirements must be satisfied:

1. Zoning: The final map shall meet all requirements of the zoning district in which it is located, and any necessary changes to zoning district boundaries shall have been adopted by the City Council;
2. Preparation of Final Map: The subdivider shall prepare a final map that does not materially differ from the approved tentative map and conforms to all applicable requirements of the Nevada Revised Statutes, the Nevada Administrative Code and this Chapter.

D. Utility Easements: The subdivider shall obtain a letter or letters from all public utilities with utility easements located within the proposed subdivision indicating approval of the subdivision, which approvals shall be indicated in an affidavit on the final map.



E. Proposed Agreement to Install Improvements: The City shall provide to the subdivider a proposed agreement to install improvements prepared in accordance with the requirements of this Chapter.

F. Final Map Submittal; Filing: The final map submittal shall consist of three (3) copies and a readable electronic file in pdf format of the final map and any required supporting information and/or data, and a proposed agreement to install improvements (to include exhibits thereto), prepared in accordance with the requirements of this Chapter. The final map submittal shall be filed with the City planning department at least forty-two (42) calendar days prior to the Planning Commission meeting at which the final map will be considered.

G. Review of Final Map:

1. Upon receipt of the final map submittal, the City planning department shall record the receipt and date of filing, and shall thereafter transmit copies of the final map to the City engineering, utility, public works, fire and development departments for their respective reviews. In reviewing the final map submittal, these departments shall each make a determination as to the completeness and adequacy of the final map submittal and its conformity to the requirements of the City Code, to include any standardized codes adopted by reference. If any reviewing department determines that a final map submittal is incomplete, inadequate or noncompliant with the City Code, the application will be rejected and the subdivider will be notified of the deficiencies that resulted in the rejection. If the subdivider does not correct an incomplete final map submittal within ninety (90) calendar days from the date of filing with the City, the final map submittal will automatically expire and may not be re-filed without payment of a new filing fee.

2. Distribution of Final Map Submittals to Other Governmental Entities, Irrigation Ditch Owners and Utilities: If, following the foregoing departmental review, the City determines that the final map submittal is complete, adequate and in conformity with the requirements of the City Code and the Stage II submittal, the City planning department will transmit copies of the final map submittal for review to (a) the Division of Water Resources and the Division of Environmental Protection of the State Department of Conservation and Natural Resources; (b) if the subdivision is subject to the provisions of NRS 704.6672, the Public Utilities Commission of Nevada; and (c) the Division of Water Resources of the State Department of Conservation and Natural Resources. All comments received in response to the foregoing distributions shall be provided to the Planning Commission and the City Council at the respective meetings during which the application is under consideration.

3. Review by Planning Commission: The Planning Commission shall review the final map for conformity with the tentative map, the City Code and the approved construction plans, and shall thereafter make a recommendation to the City Council to approve, conditionally approve or disapprove the final map.

H. Final Map Approval, Certification and Recordation:

1. Upon a recommendation by the Planning Commission to approve, conditionally approve or disapprove the final map, the City shall, within sixty (60) days, place the item on the agenda for the meeting of the City Council.



2. During the meeting at which the final map is presented to the City Council, the City Council shall approve, conditionally approve or disapprove the final map.
3. If the City Council disapproves the final map, it shall state the reasons for the disapproval and the same shall be placed in the minutes and communicated to the subdivider.
4. Prior to a decision by the City Council to approve the final map, the City Council shall (a) accept or reject on behalf of the public any parcel of land offered for dedication for public use in conformity with the terms of the offer of dedication, (b) if applicable, it shall determine that a public street, easement or utility easement that will not remain in effect after a merger and re-subdivision of parcels conducted pursuant to NRS 278.4925, has been vacated or abandoned in accordance with NRS 278.480, (d) find that the final map substantially complies with the tentative map and all conditions have been met; and (e) approve an the agreement to install improvements that satisfies the requirements of this Chapter.
5. Following approval of the final map by the City Council, the city clerk shall place upon the final map a certificate, signed by the mayor and the city clerk, stating that (a) the City Council approved the map; (b) the City Council accepted or rejected on behalf of the public any parcel of land offered for dedication for public use in conformity with the terms of the offer of dedication; (c) if applicable, the City Council determined that a public street, easement or utility easement that will not remain in effect after a merger and re-subdivision of parcels conducted pursuant to NRS 278.4925, has been vacated or abandoned in accordance with NRS 278.480; (d) the final map substantially complies with the tentative map and all conditions have been met; and (e) a performance agreement is in place that satisfies the requirements of this Chapter.
6. Upon approval of a final map with or without conditions, the City Utility Department shall provide a water and sewer "intent to serve" letter to the applicable state agencies.
7. If the City Council conditionally approves a final map, the conditions shall be satisfied before the final map is certified. The City Council may, in its discretion, direct that the conditions be satisfied within a specified period of time, after which the conditional approval shall expire and the final map shall be automatically deemed disapproved.
8. The City shall not issue any building permits for a subdivision until certification and recordation of the final map.
9. Except as otherwise provided in this Subsection 3-3-7(H)(9), the City shall not issue any certificates of occupancy prior to completion, certification and acceptance by the City Council of the required improvements as shown on the construction plans and the State has authorized the City to place the subdivision utilities into service. Notwithstanding the foregoing, upon application by the subdivider, the City Council may waive or modify requirements applicable to one or more individual improvements in order to permit the earlier issuance of one or more certificates of occupancy upon a showing that completion of the improvements is delayed due to inaction on the part of a Federal or state agency and based on proof of no fault of the subdivider. Nothing herein shall be interpreted as permitting the waiver or



modification of any requirement contained in Federal statutes or regulations, the Nevada Revised Statutes or the Nevada Administrative Code.

10. Following certification, the city clerk shall cause the approved final map to be presented to the Elko County Recorder for recording.

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

The final map submittal shall contain the following information and comply with the following requirements and standards:

A. Form and Content: The final map, including affidavits, certificates and acknowledgments, shall be clearly and legibly drawn with black, waterproof India ink upon Mylar of good quality. Each sheet shall be twenty-four inches by thirty-two inches (24" x 32") in size. A marginal line shall be drawn completely around each sheet showing an entirely blank margin of one inch (1") at the bottom, top and right edges, and two inches (2") on the left edge on the twenty-four inch (24") dimension. The scale of the map shall be not less than one inch to one hundred feet (1" = 100'). The sheet number and the total number of sheets comprising the map shall be so stated on each sheet, and the sheet number in relation to each adjoining sheet shall be clearly shown. The title sheet shall state the location of the property being subdivided with references to maps which have been previously recorded or by referring to the National Coordinate System or a comparable and generally recognized method of mapping managed and maintained by the National Geodetic Survey or other federal agency. Copies of the final map shall be reproduced in blue line or black line prints on a white background.

B. Identification Data and Other Information: The final map shall contain the following identifying and other information:

1. Name of subdivision and location by section, township, range and county.
2. Name, address and license number of the professional land surveyor, licensed in the State of Nevada, who prepared the final map.
3. Scale, north point and date of map preparation.

C. Survey Data: The final map shall contain the following survey information:

1. Boundaries of the tract fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field, with all dimensions expressed in feet and decimals thereof.
2. Any exceptions within the map boundaries located by bearings and distances expressed in feet and decimals thereof, determined by an accurate survey in the field.
3. Location and description of cardinal points to which all dimensions, angles, bearings and similar data on the map are referenced, and a subdivision traverse tied by course and distance to a section corner or quarter-section corner.

4. Location and description of all physical encroachments upon the boundaries of the tract.

D. Descriptive Data: The final map shall contain the following descriptions:

1. Names (where applicable); right-of-way lines; courses, lengths and widths of all streets, alleys, pedestrianways and utility easements; radii, points of tangency and central angles of all curvilinear streets and alleys; and radii of all rounded street line intersections.
2. All drainageways, which shall be designated as such.
3. All utility and public service easements, including designation of whether for public access or utilities.
4. Locations and dimensions of all lots, parcels and exceptions.
5. All residential lots numbered consecutively throughout blocks.
6. Locations, dimensions, bearings, radii, arcs, and central angles of boundaries of all sites to be dedicated to the public, including each designation of proposed use.
7. Location of all adjoining subdivisions with name, date, and book and page number of recordation noted, or if unrecorded, so noted, along with the names of adjoining landowners of unsubdivided property.
8. Any private deed restrictions to be imposed upon the final map, or any part hereof, written on or attached to the map and each copy thereof.

E. Dedication and Acknowledgment: The final map shall contain the following information regarding dedications:

1. Statement of dedication of all streets, alleys, sidewalks, pedestrianways, and easements for public purposes by the person holding title of record, by persons holding title as vendees under land contract, and by spouses of such persons. If lands to be dedicated are mortgaged, the mortgagee shall also sign the map. Dedication shall include a written description by section, township and range of the tract. If the map contains private streets, public utilities shall be deemed to have reserved the right to install and maintain utilities in such street rights-of-way.
2. Execution of a dedication acknowledged and certified by a notary public.

F. Additional Information: The final map shall contain the following additional information:

1. Where the centerline has been established for any street, highway, alley or public way within an adjoining subdivision, all monuments along the portion of the street, highway, alley or public way within the proposed subdivision shall be located with reference to the foregoing centerline, which centerline and monuments shall be shown on the final map.
2. The centerline of each highway, street, alley or way within the proposed subdivision and width on each side of the centerline, showing the width to be dedicated. All



centerlines shall be shown with the corresponding bearing and length of each radius, the central angle and the length of each curve within the proposed subdivision.

3. The location of monuments or other evidence formed upon the ground and used in determining the boundaries of the subdivision. If other subdivisions adjoin the tract, the map shall show corners of such adjoining subdivisions sufficiently identified in such a manner as to locate precisely the limits of the proposed subdivision.
4. The length and bearing of each block line, lot line and boundary line; the length, radius and central angle of each curve or the length of curve and that portion of the central angle lying within each lot. The foregoing data shall be shown in a manner satisfactory to the City.
5. Each City boundary line crossing or adjoining the subdivision with adequate ties to monuments set or found within the subdivision.
6. Section lines, one-quarter ( $1/4$ ) section lines and one-sixteenth ( $1/16$ ) section lines crossing or adjoining the subdivision boundaries.

G. City to Check: The City will independently review and check the following information in the final map submittal:

1. The City shall check the final map for accuracy of dimensions, the placing of monuments, the existence of survey records referenced on the final map, and the conformance of the final map to the tentative map. The final map shall be accompanied by:
  - a. A worksheet showing the closure of the exterior boundaries of the proposed subdivision and of the closure of lots and blocks therein;
  - b. A complete set of construction plans showing site grading, lot grading, street sections, centerline and curb grades, water infrastructure, water meters, sanitary sewer and storm drain locations and invert grades and elevations, street lighting, and other private or public improvements required by the City. The construction drawings must be stamped and dated by a licensed professional engineer, qualified to practice the discipline of civil engineering, and so registered in the State of Nevada;
  - c. Construction plans for manholes, catch basins and other appurtenant structures; and
  - d. An engineer's estimate of quantities and costs required to complete the improvements. Labor costs shall be based on prevailing wages in accordance with the requirements of Nevada Revised Statutes Chapter 338 and local rates. The City will check the engineer's estimate and shall thereupon approve or disapprove the estimate based upon its accuracy. Upon approval by the City, the engineer's estimate shall provide the basis for the calculating the performance guaranty required under Section 3-3-22 of this Chapter.

2. The City will check the final map to determine whether it satisfies the minimum allowable error of closure of one per ten thousand ( $1/10,000$ ).

H. Required Certifications: The following certifications shall appear on the final map:

1. A certificate signed and acknowledged by all parties having any record title interest in the land subdivided, consenting to the preparation and recordation of the final map. A lien for state, county, municipal or local taxes and for special assessments or beneficial interest under deeds of trust, or trust interests under bond indentures shall not be deemed to be an interest in land for the purpose of this section.
2. A certificate, signed and acknowledged as above, offering for dedication for certain specified public uses (subject to such reservations as may be contained in any such offer of dedication) those certain parcels of land which the parties desire so to dedicate. The certificate may state that any certain parcel or parcels are not offered for dedication; but a local ordinance may require as a condition precedent to the approval of any final map that any or all of the parcels of land shown thereon and intended for any public use shall be offered for dedication for public use, except those parcels other than streets intended for the exclusive use of the lot owners in such subdivision, and for the use of their licensees, visitors, tenants and servants.
3. A certificate for execution by the clerk of each approving governing body stating that the body approved the map and accepted or rejected on behalf of the public any parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication.
4. A certificate signed and acknowledged by all parties having any record title in the land subdivided, evidencing their grant of permanent easements for utility installations and access, as designated on the final map, together with a statement approving such easements, signed by each public utility company or agency in whose favor the easements are created or whose utility services are to be required for the mapped parcels.
5. A certificate by the licensed professional land surveyor responsible for the survey and final map, which certificate must be in the following form:

SURVEYOR'S CERTIFICATE

I (name of licensed professional land surveyor), a Professional Land Surveyor licensed in the State of Nevada, certify that:

1. This map represents the results of a survey conducted under my direct supervision at the instance of (Owner, Trustee, Etc.).
2. The lands surveyed lie within (sections, township, range, meridian, and, if required by the City Council, a description by metes and bounds for any subdivision which is divided into lots containing 5 acres in area or less) and the survey was completed on (date);
3. This map 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 map are of the character shown, occupy the positions indicated and are of sufficient number and durability.

(OR)

4. The monuments depicted on the map will be of the character shown and occupy the positions indicated by ..... (a day certain) and an appropriate financial guaranty will be posted with the governing body before recordation to ensure the installation of the monuments.

(Date, name of surveyor, license number and stamp)

6. A certificate by the appropriate City official stating that he or she has examined the final map, that the subdivision as shown thereon is substantially the same as it appeared on the tentative map, and any approved alterations thereof, that all applicable provisions of Nevada Revised Statutes Chapter 278, inclusive, and of any requirements of the City Code applicable at the time of approval of the tentative map have been complied with, that he or she is satisfied that the final map is technically correct and that the monuments as shown are of the character and occupy the positions indicated or that the monuments have not been set and that a proper performance guaranty has been deposited guaranteeing their setting on or before a day certain. The foregoing certificate shall be dated, signed and certified by a licensed professional land surveyor or a licensed professional engineer qualified by the State of Nevada to practice the discipline of civil engineering.

7. A certificate by the Division of Environmental Protection of the State Department of Conservation and Natural Resources stating as follows:

*This final map is approved by the Division of Environmental Protection of the State Department of Conservation and Natural Resources and is approved concerning sewage disposal, water pollution, water quality and water supply facilities in accordance with the Nevada Revised Statutes. This approval predicates (community, individual) water supply and (community, individual) sewage disposal.*

8. A copy of the review by the Division of Environmental Protection of the State Department of Conservation and Natural Resources required by Subsection H.7 of this Section shall be furnished to the subdivider who, in turn, shall provide a copy of such review to each purchaser of land prior to the time the sale is completed. No statement of approval or review as required in Subsection H.7 of this Section shall be deemed a warranty or representation by the City in favor of any person as to the safety or quantity of such water.

9. A certificate by the Division of Water Resources of the State Department of Conservation and Natural Resources as follows:

*Division of Water Resource Certificate: This final map is approved by the Division of Water Resources of the Department of Conservation and Natural Resources concerning water quantity subject to the review of approval on file in this office.*

10. The City Council shall not approve any final map for a subdivision served by the City municipal water system unless the subdivider has submitted plans which provide for the installation of water meters or other devices which will measure the quantity of water delivered to each water user in the subdivision.



### 3-3-9: GENERAL REQUIREMENTS FOR SUBDIVISION DESIGN:

- A. Conformance With Master Plan and Other Requirements: Every subdivision shall conform to the requirements and objectives of the City master plan, the City zoning ordinance, and all other applicable ordinances and regulations of the City, together with all other applicable planning documents or plans approved or adopted by the City Council (to include, without limitation, the Airport Master Plan, Wellhead Protection Plan, Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure and Annexation Report) and together with the statutes and regulations of the State of Nevada, except as otherwise provided in this Chapter.
- B. Provision of Public Facility Sites: Whenever the statutes of the state permit the dedication of school sites or parks, the City Council may require the subdivider to dedicate such sites.
- C. Land Unsuitability: No land shall be subdivided which is determined by the Planning Commission to be unsuitable for use by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography, erosion susceptibility or similar conditions which are likely to prove harmful to the health, safety and general welfare of the community or the future property owners. The Planning Commission, in applying the provisions of this Section, shall state the particular facts upon which its conclusions are based, and shall also define any conditions under which the land may, in its opinion, become suitable for the proposed development. Land located within any floodway as designated on the City flood insurance rate maps shall be deemed unsuitable for development. Any subdivider proposing development of land that is deemed unsuitable for development shall have the right to present evidence to the City Council contesting such determination of unsuitability, whereupon the City Council may affirm, modify or withdraw the restriction.

### 3-3-10: STREET LOCATION AND ARRANGEMENT:

- A. Conformance With Plan: Whenever a tract to be subdivided embraces part of a street designated in a street and highway plan adopted by the City, such street shall be mapped in conformance therewith.
- B. Layout: Street layout shall provide for the continuation of such streets as necessary to provide traffic and pedestrian access throughout the community and as the Planning Commission may designate.
- C. Extensions: Certain proposed streets, as designated by the Planning Commission, shall be extended to the tract boundary to provide future connection with adjoining unmapped lands. Such extensions shall generally not be farther apart than the maximum permitted length of a block, as hereinafter provided.
- D. Arrangement of Residential Streets: Residential streets shall be so arranged as to discourage their use by traffic originating outside the immediate neighborhood.
- E. Protection of Residential Properties: Lots intended for single-family residential use shall not front or have access from arterial streets, except as otherwise permitted by the City due to site-specific conditions. Where a proposed subdivision abuts an existing or proposed arterial street, the Planning Commission may require marginal access streets or reverse property frontage with nonaccess easements abutting the arterial street, or such



other treatment as may be justified for protection of residential properties from the nuisance and hazard of high volume traffic, and for protection of the traffic function of the arterial street.

F. Parallel Streets: Where a residential subdivision abuts the right-of-way of a railroad, a limited access highway, or a commercial or industrial land use, the Planning Commission may require the design and construction of a street approximately parallel to such right-of-way or use at a location and configured in such a manner as to take into account approach grades, drainage, bridges and future grade separation.

G. Topography: Streets shall be so arranged in relation to topography as to produce desirable lots, provide for maximum utility and streets of reasonable gradient, and facilitate adequate surface drainage.

H. Alleys: Alleys, if any, shall be aligned and arranged in a manner that minimizes backtracking and single-tier service by trash collection forces, and that avoids the facing of residences directly into alley openings.

I. Half-Streets: Half-streets are prohibited unless approved by the Planning Commission where necessary to provide a right-of-way in the manner indicated on the official street and highway plan, to complete a street pattern already begun, or to ensure reasonable development of an adjoining unmapped parcel. Where a mapped half-street exists in a location abutting to residential lots, the remaining half-street shall be mapped within the subdivision.

J. Dead End Streets: Dead end streets in excess of six hundred eighty feet (680') in length are prohibited unless a modification is granted by the Planning Commission in locations necessary for future street connection to adjacent unmapped lands. This foregoing qualified prohibition shall also apply to cul-de-sacs.

K. Intersection Design: Whenever any proposed street or highway requires a separation of grades or any special form of intersection design at its intersection with any street, highway or railway, the subdivision shall be designed to conform to any plan adopted by the City for the intersection design and all lots within the subdivision shall, when necessary, be provided with suitable access from another public way. Any street or highway intersecting another street or highway shall intersect it at any angle as close to a right angle as is practicable.

### 3-3-11: STREET DESIGN:

A. Right-of-Way Widths: Right-of-way widths for streets and roads are as follows:

1. Arterial Streets: One hundred feet (100').

2. Minor Arterial Streets: Eighty feet (80').

3. Collector Streets: Seventy feet (70').

4. Collector Residential Streets: Sixty feet (60').

5. Local Residential Streets: Fifty feet (50').

6. Collector Rural Residential Streets: Seventy feet (70').

7. Local Rural Residential Streets: Sixty feet (60').

B. Rural Roads: All rural roads shall conform to the following requirements and standards:

1. All infrastructure associated with a rural road shall be constructed at the time of road development; including but not limited to culvert installation and pedestrian way, sidewalk or pathway construction.
2. All rural roads shall include a minimum ten foot (10') wide public utility and slope easement located on one or both sides of the road right-of-way; provided, the City may, in its discretion, increase the required width of the foregoing easement if warranted under the circumstances.
3. Rural roads which are projected through a traffic study or similar analysis to serve more than six hundred (600) average daily vehicle trips shall satisfy the collector rural residential street design standard.
4. Pedestrian ways, sidewalks or pathways associated with rural roads shall be constructed of concrete or asphalt. Sidewalks or pathways shall be constructed on both sides of the road and outside of the public utility and slope easement(s).
5. On-street parking on rural roads, except for temporary or emergency parking, is prohibited, and the subdivider shall install appropriate signage to notify the public of this prohibition.
6. To minimize excessive culvert installation and associated maintenance, access approaches for rural roads shall be limited to either (a) one driveway, not to exceed thirty feet (30') in width or (b) two (2) separated driveways, each of which shall not exceed twenty feet (20') in width. Culvert installation is required at the time of roadway construction and, without limitation, shall not be deferred.
7. Rural roads are prohibited in subdivisions not meeting the criteria set forth in Section 3-2-5(A)(5)(b).
8. Rural roads are prohibited in areas within capture zones as delineated in the City's Wellhead Protection Plan.
9. Maximum cul-de-sac length for rural roads may be increased in dimension to serve no more than twenty (20) residential dwelling units; provided, under no circumstance shall such cul-de-sacs exceed a length of one thousand, three hundred sixty feet (1,360').

C. Private Streets: Private streets within a subdivision shall satisfy the requirements and standards applicable to streets with local street classifications, functions and characteristics. Private streets shall only serve an area contained entirely within the exterior boundaries of the subdivision and shall provide access the public street system at an intersection, the design of which shall be subject to the review and approval by the City. All private streets shall conform to the following requirements and standards:



1. Minimum total width for private streets accessing five (5) or more lots: Fifty feet (50').
2. Minimum total width for private streets accessing four (4) or fewer lots: Thirty-two feet (32').
3. Minimum paved section for private streets accessing five (5) or more lots: Forty feet (40').
4. Minimum paved section for private streets accessing four (4) or fewer lots: Twenty-six feet (26').
5. All residential private streets accessing twenty (20) or fewer lots shall have a four foot (4') wide sidewalk on at least one side of the street.
6. All residential private streets accessing more than twenty (20) lots shall have four-foot (4') wide sidewalks on both sides of the street.
7. All commercial and industrial private streets accessing four (4) or fewer lots shall have a five foot (5') wide sidewalk on at least one side of the street, or as otherwise determined as part of an approved concept development plan.
8. All commercial and industrial private streets accessing more than four (4) lots shall have five foot (5') wide sidewalks on both sides of the street, unless otherwise provided in a development plan entered into between the subdivider and the City.
9. All private streets shall provide for adequate storm drainage and employ the use of curb and gutter sections to convey runoff, the design of which shall be subject to the review and approval of the City.
10. Parking spaces, inclusive of back up areas as required by Section 3-2-17 of this Title, shall not be located within a private street, unless otherwise provided in a development plan entered into between the subdivider and the City.
11. All infrastructure associated with private streets shall be constructed at the time of street development.

D. Cul-De-Sacs: Cul-de-sac streets shall terminate in a circular right-of-way not less than fifty feet (50') in radius with an improved turning circle with a radius of at least forty-five feet (45'). The Planning Commission may approve a functionally equivalent form of turning space if justified by unusual conditions. The maximum length of cul-de-sac streets, as measured along the centerline of the street and between the centerline of the intersecting street and the center point of the cul-de-sac, shall not exceed six hundred eighty feet (680').

E. Marginal Access Streets: Marginal access streets shall conform to all applicable requirements and standards set forth in the City Code.

F. Alleys: Where permitted or required, alleys shall have a minimum of twenty feet (20') and shall conform to the following requirements and standards:

1. Alley intersections and sharp changes in alignment should be avoided; provided, where such features are necessary, corners shall be cut off ten feet (10') on each side to permit safe vehicular movement.

2. Dead end alleys are prohibited.

3. "Half" alleys are prohibited.

G. Dead End Streets: Dead end streets are only permitted with the approval of the City, which approval, if given, may contain conditions applicable to the subsequent development of the street; provided, if a dead end street is approved by the City, the street shall include easements permitting the subsequent construction of a temporary turning circle with a fifty foot (50') radius or a functionally equivalent design.

H. All Streets: The design and construction of all streets within the City, including both public and private streets, shall conform to the public improvement standards set forth in Section 3-3-17 of this Chapter.

I. Model Code Standards: All streets shall conform to any model codes adopted by reference in the City Code, to include the Uniform Fire Code.

J. Street Grades: Streets shall be designed and constructed subject to the following grade requirements and standards:

1. Maximum Grades:

a. Arterial and minor arterial streets: Maximum grades will be determined by the City based on site-specific conditions.

b. Collector streets: No more than seven percent (7%).

c. Collector residential and local residential streets: No more than nine percent (9%).

2. Minimum Grades: New asphalt streets with concrete gutters shall have a minimum longitudinal slope of 0.50%. Minimum grades for the rehabilitation of existing streets will be determined by the City based on site-specific conditions.

3. Exceptions: The Planning Commission may, in its discretion, grant an exception to the minimum and maximum grade requirements contained in this subsection if the cost to the subdivider substantially outweighs the public benefit.

K. Vertical Curves: Streets shall be designed and constructed subject to the following vertical curve requirements and standards:

1. Arterial and minor arterial streets: Vertical curves standards for arterial and minor arterial streets will be determined by the City based on site-specific conditions.

2. Collection and local streets: Collector and local streets will be designed and constructed with minimum k values of 30 for crests and 40 for sag curves. Vertical curves are not required when the algebraic difference between the two slopes is less than 2%



**L. Horizontal Alignment: Streets shall be designed and constructed subject to the following horizontal alignment requirements and standards:**

- 1. Horizontal alignment standards for arterial and minor arterial streets will be determined by the City based on site-specific conditions.**
- 2. When tangent centerlines deflect from each other by more than ten degrees (10°) and less than ninety degrees (90°), they shall be connected by a curve having a minimum centerline radius of two hundred feet (200') for collector streets, or one hundred feet (100') for collector residential and local residential streets.**
- 3. Between reverse curves, there shall be a tangent section of centerline not less than one hundred feet (100') long.**
- 4. Streets shall intersect arterial streets at ninety degree (90°) angles. Intersecting collector streets, collector residential streets and local residential streets typically intersect at ninety degree (90°) angles, but in no case shall such an angle of intersection be less than seventy five degrees (75°).**
- 5. Street jogs are prohibited unless the City grants an exception based on site-specific conditions.**
- 6. Local residential streets or collector residential streets intersecting a collector street or arterial street shall have a tangent section of centerline at least one hundred fifty feet (150') in length measured from the right of way line of the more major street, except that no such tangent shall be required when the local residential or collector residential street curve has a centerline radius greater than four hundred feet (400') measured from a center located on the more major street right of way line.**
- 7. Street intersections with more than four (4) legs and Y-type intersections with legs meeting at acute angles are prohibited.**
- 8. Intersections of street lines shall be rounded by a circular arc having a minimum tangent length of fifteen feet (15').**

**3-3-12: BLOCK DESIGN:**

- A. Maximum Length of Blocks: Within the following maximums, blocks shall be as long as reasonably possible to achieve the greatest possible street economy, and to reduce the expense and increased safety hazard arising from excessive street intersections. Maximum block length, measured along the centerline of the street and between intersecting street centerlines, shall not exceed one thousand, three hundred sixty feet (1,360').**
- B. Sidewalks or Pedestrianways: Sidewalks or pedestrianways with a right-of-way width of eight feet (8') are required if the Planning Commission determines they are essential for pedestrian circulation within the subdivision or will enhance access to schools, playgrounds or other community facilities. Rights-of-way for sidewalks and pedestrianways may be used for utility purposes so long as those purposes do not unreasonably interfere with pedestrian traffic.**

C. Hillside Areas: Subdivisions or portions of subdivisions with hillside areas must satisfy the applicable requirements set forth in City Code Section 3-2-28.

### 3-3-13: LOT PLANNING:

A. Lot Width, Depth and Area: Except as otherwise provided in this subsection, lot width, depth and area shall comply with all applicable zoning requirements, shall be appropriate for the location and character of the proposed subdivision, shall comply the provisions of any development agreement entered into pursuant to City Code Section 3-2-26, and shall be appropriate for the type and extent of public improvements being installed. Notwithstanding the foregoing sentence, where steep topography, unusual soil conditions or drainage problems render the cost of complying with these requirements excessive in light of the benefit to the public, the Planning Commission may, in its discretion, permit a greater lot width, depth and/or area than is otherwise allowed for the zoning district or which would otherwise be required under this Subsection.

B. Lot Depth and Width: Lot depths shall be at least one hundred feet (100') and widths at least sixty feet (60'); provided, the Planning Commission may, in its discretion, permit narrower lot widths on cul-de-sacs upon a showing of good cause by the subdivider.

C. Building Setback: Minimum building setbacks shall conform to all applicable requirements set forth in the City Code.

D. Side Lot Lines: Side lot lines shall be at or near right angles or radial to street lines, unless the Planning Commission, in its discretion, permits a different alignment upon a showing of good cause by the subdivider.

E. Accessibility: Every lot shall abut a public street or private street that is connected to the public street system.

F. Prohibitions: Single-family residences are not permitted on double frontage lots, except that, subject to the approval of the Planning Commission for good cause shown, such lots may be permitted in locations abutting an arterial street so long as all dwellings front on local or collector streets and there is no access from the arterial street.

### 3-3-14: EASEMENT PLANNING:

Utilities shall be placed underground unless the Planning Commission approves a modification to permit overhead utilities based on unique site conditions, in which event the Planning Commission may impose conditions on the modification.

The following easement requirements shall apply to all new subdivisions:

#### A. Utility Easements:

1. Where alleys are shown on a final map, utility easements four feet (4') wide on each side of each alley shall be dedicated for aerial overhang. Where alleys are not shown on the final map, utility easements six feet (6') wide on each side of rear lot lines shall be delineated on the final map and offered for dedication. In addition, guy and anchor easements one foot (1') wide on each side of a side lot line and thirty five feet (35') in length measured from the rear lot line, in locations selected



by the City, or as required by the serving utility, shall be shown on the final map and dedicated.

2. Utility easements five feet (5') wide adjacent to each side of side lot lines, and where service to street lighting is required, one foot (1'), on each side of such lot lines, or as required by the serving utilities, shall be shown on the final map and dedicated.

**B. Underground Utilities: Where all utilities are underground:**

1. Rear Lot Lines: Where alleys are shown on the final map, corresponding easements required by the serving utilities shall be shown on the final map and dedicated. Where alleys are not shown on the final map, utility easements five feet (5') wide along each side of rear lot lines shall be shown on the final map and dedicated.
2. Side Lot Lines: Easements for utilities and lot drainage on all side lot lines shall be shown on the final map and dedicated. All utility service lines, including service lines for gas, electricity, telephone, communications, and street lighting shall be channeled in easements five feet (5') wide on each side of the lot line separating pairs of lots to the extent required by the serving utilities.
3. Street Rights-of-way: Easements for utilities and lot drainage on lot lines abutting street rights-of-ways shall be shown on the final map and dedicated. All such easements shall be a minimum of seven and one-half feet (7 1/2') wide.

**C. Lots Facing Curvilinear Streets: For lots with fronts facing curvilinear streets and alleys, easements for overhead utilities shall consist of either:**

1. A series of straight lines with points of deflection not less than one hundred twenty feet (120') apart, such points of deflection always occurring at the junction of side and rear lot lines on the side of the exterior angle; or
2. A curvilinear easement, provided the minimum radius of the centerline shall be not less than eight hundred feet (800').

**D. Public Drainage Easement: Where a stream or major surface drainage course abuts or crosses the subdivision, the subdivider shall show on the final map and dedicate a public drainage easement sufficient to permit widening, deepening, relocating or protecting the drainage course. The subdivider's engineer shall provide the City with sufficient information about the drainage to evaluate the adequacy of the easement.**

**E. Easement Land Not Considered and Considered in Minimum Lot Area Calculation: Land within a public street or drainage easement, or land within a utility easement for major power transmission lines or pipelines, shall not be included in the calculation of the minimum required lot area. However, land included in utility easements to be used for distribution or service purposes within the subdivision, and land included in the five foot (5') wide and seven and one-half foot (7 1/2') wide drainage easements along lot lines and street rights-of-way, shall be included the calculation of the minimum required lot area.**

**F. Lots Backing Onto Arterial Streets: Lots arranged to back of arterial streets, railroads, canals or commercial or industrial districts, as provided in this Chapter, shall have a minimum depth of one hundred ten feet (110'), the rear one foot (1') of which shall be recorded as a nonaccess private easement.**

G. Water And Sewer Utility Lines: Municipal water and sewer utility lines shall be installed within the City street rights-of-way, unless otherwise approved by the Planning Commission and/or the City Council based on special circumstances.

**3-3-15: STREET NAMING:**

At the tentative map stage (Stage II), the subdivider shall propose names for all streets in the subdivision. A street name may be disapproved by the Planning Commission, in which event the subdivider must receive approval from the Planning Commission for a new street name.

**3-3-16: STREET LIGHT DESIGN STANDARDS:**

A. Requirements: Street lighting shall be installed in a subdivision in accordance with the following requirements:

1. The subdivider shall install street lights, shall make all necessary arrangements with the appropriate utility company for the installation of street lights, and shall bear all costs relating to the purchase and placement of street lights. Street lights shall be installed by a properly licensed contractor possessing a valid City business license.
2. Street lighting plans are prepared by the utility company providing electricity to the subdivision. Once prepared, the subdivider shall submit the street lighting plans to the City for review. Street lighting plans must show the location of each street light, the corresponding power source and the size of luminaries measured in watts or lumens.
3. The City will not accept any public improvements or issue a certificate of occupancy for any part of a subdivision until all street lighting within each construction phase is complete and fully operational.
4. Requests for street lighting in previously developed areas must be approved by the city for location and installation prior to being submitted to the utility company for design engineering.
5. Once the street lighting has been installed and operational, approval by the city will constitute acceptance of the street lighting and the city will then be responsible for the energy costs and maintenance thereafter.

B. Design Standards: All street light installations shall be designed in accordance with the following minimum design standards:

1. All luminaries shall be LED luminaires with a minimum of one hundred (100) watt equivalent LED for residential areas and a minimum of two hundred (200) watt equivalent LED for commercial/industrial areas or approved equal.
2. A street light shall be placed at each street intersection and shall be situated to properly illuminate the intersection.
3. A street light shall be placed at each proposed U.S. Postal Service gang box location.



4. Street lights shall be placed between intersections at midblock locations with a minimum spacing of three hundred fifty feet (350') and maximum of five hundred feet (500') between all lights.

5. A street light shall be placed at the end of each cul-de-sac.

**3-3-17: RESPONSIBILITY FOR PUBLIC IMPROVEMENTS:**

The design, construction and financing of all public improvements, such as but not limited to, grading, sidewalks, curbs, streetlights, gutters, pavements, sanitary sewers, storm sewers, water mains, fire hydrants, drainage structures and monuments shall be the responsibility of the subdivider and shall conform to public improvement standards established by the City; provided, however, that the subdivider may satisfy such requirements by participating in an improvement district approved by the City.

**3-3-18: CONSTRUCTION PLANS:**

The subdivider shall contract with or otherwise utilize a properly licensed professional engineer to prepare a complete set of construction plans for the construction of all required subdivision improvements. The construction plans shall include (unless otherwise waived if permitted under this Chapter) all infrastructure necessary for the construction of the subdivision including, but not limited to: streets, curbs, gutters, sidewalks, drainage, water, wastewater and protection of important environmental features. The construction plans shall be based on, consistent with and prepared in conjunction with the final map. Construction plans shall not be prepared until Stage III of the subdivision planning and approval process, and must be approved by the City and all State and Federal agencies with approval authority, prior to certification and recordation of the final map.

**3-3-19: CONSTRUCTION AND INSPECTION:**

A. Inspections; Performance Agreement; Permits Required: The following requirements apply to improvements constructed in public rights-of-way:

1. All improvements constructed in public rights-of-way shall be subject to inspection by the City and must be approved by the City prior to certification and recordation of the final map.
2. Construction of improvements in public rights-of-way shall not commence until the subdivider has entered into a performance agreement with the City in accordance with City Code Sections 3-3-21 and 3-3-22.
3. Construction of improvements in public rights-of-way shall not commence until all federal, state, and local approvals and/permits have been issued for such construction.

B. Underground Utilities: All underground utilities to be placed in streets shall be constructed prior to the surfacing of such streets. Service stubs for underground utilities to be connected to lots shown on the final map shall be installed with sufficient length to avoid disturbing street improvements at the time service connections are made.

**3-3-20: REQUIRED IMPROVEMENTS:**



- A. Streets and Alleys: All streets and alleys within the subdivision shall be graded, drained and surfaced to cross sections, grades, standards, and profile approved by the City. If there are existing streets adjacent to the subdivision, proposed streets within the subdivision shall be fully improved to the intercepting paving line of the existing streets. Temporary dead end streets serving more than four (4) lots shall be designed and constructed with a graded all-weather, temporary turning circle, subject to any additional requirements imposed by the City based upon site conditions. The subdivider shall construct adequate permanent culverts and bridges at all points within the subdivision where watercourses are crossed by streets or alleys. Culverts and bridges shall, without limitation, conform to all applicable requirements of the City Code and be constructed to the full width of the dedicated street or alley.
- B. Curbs: Curbs shall be constructed of Portland cement concrete. The construction of curbs, gutters and valley gutters shall subject to any additional standards required by the City, which standards may be imposed based on site conditions.
- C. Sidewalks: Sidewalks shall be four feet (4') wide in all locations adjacent to residential or local streets, and five feet (5') wide in all locations adjacent to streets classified as collector, minor arterial, arterial, or major arterial. Sidewalks shall be constructed on both sides of all streets unless the requirement is waived pursuant to a specific provision of this Code permitting such a waiver.
- D. Pedestrianways: Pedestrianways shall be constructed of Portland cement concrete or asphalt. All pedestrianways shall be constructed to a width, line and grade approved by the City based on site conditions.
- E. Street Name Signs: The subdivider shall install street name signs at all street intersections before the time the street pavement is ready for use. Design, construction, location and installation of street name signs shall conform to all applicable standards adopted by the City.
- F. Stormwater Drainage: The design and construction of public streets and alleys, and the grading of private properties, shall provide for adequate disposal of stormwater. Existing major drainage courses shall be maintained and dedicated as public drainageways. The type, extent, location and capacity of drainage facilities shall be designed by the subdivider's engineer and approved by the City. The subdivider shall install stormwater drainage facilities to the grade, in the locations, to the depths and of the materials shown on plans and specifications approved by the City. Storm and surface water drain pipes and mains, together with catch basins, shall be designed and constructed to provide discharge in a manner and at a place approved by the City. The design and construction of stormwater drainage facilities shall conform to all applicable requirements of this Code, to include the requirements of Title 9, Chapter 8, entitled "Postconstruction Runoff Control and Water Quality Management."
- G. Sanitary Sewerage:
1. The subdivider shall install public sanitary sewers in the subdivision. Sanitary sewers shall be connected to a public sewer system. Sewers, connections and related apparatus shall be constructed in accordance with plans, profiles, and specifications approved by the Nevada Division of Environmental Protection and the City, and in accordance with approved City standards and State of Nevada requirements. The subdivider shall install sanitary sewers to the grade, in the locations, to the depth and of the material shown on plans and specifications



approved by the City. The subdivider shall connect each lot in the subdivision to sanitary sewer mains at locations specified by the City.

2. The subdivider shall install manholes in conjunction with the installation of sanitary sewer mains at the points, in the manner and according to specifications approved or provided by the City.

#### H. Water Supply:

1. The subdivider shall design and construct the water supply system in such a manner as to ensure that each lot is supplied with safe, pure and potable water in sufficient volume and pressure for domestic use and fire protection, and that conforms to all applicable State and City standards and requirements. The subdivider shall install, to grade, all water mains and lines with the materials that are shown on plans and specifications approved by the City. Connections from said mains and lines shall be installed to each lot in said subdivision. The construction plans shall show the locations of shutoff valves to each block and lot. All proposed water systems shall connect to the City municipal water system.

2. Water meter boxes and water meters shall be installed on all lots. Water meter boxes shall conform to all applicable standards and specifications set by the City, and shall be subject to approval by the City.

- I. Fire Hydrants: Fire hydrants shall conform to all applicable standards and specifications set by the City (to include, without limitation, the Fire Code, Title 6, Chapter 1, Section 1), and shall be subject to approval by the City.

- J. Power, Communications and Gas Utilities: The subdivider shall install or arrange for the installation of the following utilities: electric power, natural gas, telephone and communication lines. These utilities shall be installed in all subdivisions. All electric distribution facilities shall be installed underground, except in unusual situations involving short extensions of overhead facilities existing on abutting subdivisions, which extensions are only permitted if approved by the City Council. All underground electric distribution lines and telephone lines shall be installed in accordance with General Order No. 9 issued by the Public Utilities Commission of Nevada.

- K. Survey Monuments: Permanent monuments shall be installed in accordance with standards set by the City at all corners, angle points, points of curve and street intersections. After all improvements in the subdivision have been installed, the subdivider shall have a registered land surveyor check the locations of monuments and certify their accuracy. Monuments shall be at or near boundary corners. Monuments shall be set at intermediate points of approximately one thousand feet (1,000') or at such lesser distances as may be necessary by reason of topography or culture to ensure accuracy in the reestablishment of any point or line without unreasonable difficulty. All monuments shall be permanently and visibly marked with the license number of the registered land surveyor under whose supervision the survey was made, and a description of such monument shall be shown on the final map. The subdivider shall set monuments at street intersections and at the beginning and ending of each curve, unless the intersection of tangents of said centerline falls within the street right of way, in which event the City may permit the subdivider to establish a monument at the intersection in lieu of monuments at the beginning and end of the curve.



L. Lot Corner Staking: Five-eighths inch ( $\frac{5}{8}$ " ) reinforcing steel with a cap having a mark for the exact point and stamped "PLS" followed by the number of the professional land surveyor's license shall be set at all corners, angle points and points of curve for each subdivision lot prior to final acceptance of the subdivision. The cost for lot corner staking, under the direction of a professional land surveyor, shall be included as part of the public improvements and shall be a line item on the "engineer's estimate of the costs of the public improvements."

M. Street Lighting: Street lighting shall be installed on all streets and at all locations designated by the City within the subdivision in conformity with Section 3-3-16 of this Chapter, to include City standards for materials, design and construction. The subdivider will bear all costs for the design and installation of street lights.

N. Stormwater Discharge and Land Disturbance: All construction activities that have the potential to create a land disturbance of greater than one (1) acre shall comply with state construction site stormwater general permit requirements and the City's National Pollutant Discharge Elimination System General Permit for discharges from small municipal separate storm sewer systems. This requires developers and/or contractors to obtain a state stormwater discharge permit and City grading permit for these projects. The subdivider shall provide construction site stormwater erosion protection for all construction. Permanent stormwater erosion measures meeting the minimum requirements of the city stormwater management plan will be enforced.

O. Full Frontage: The subdivider must construct and install all required public utilities across the full frontage of property at the time of development of the subdivision.

P. Site Grading: The subdivider shall:

1. Ensure that the subdivision is constructed with sufficient site grading for the required improvements;
2. Ensure that each lot area is buildable; and
3. Ensure that there is adequate site drainage control.

### 3-3-21: AGREEMENTS TO INSTALL IMPROVEMENTS:

A. Provisions and Requirements of Agreement to Install Improvements: Except as otherwise provided in this Section 3-3-21, no more than thirty (30) calendar days after the later of the approval of the final map or the approval of a proposed agreement to install improvements by the City Council, prior to the commencement of construction of subdivision improvements, and prior to certification of the final map, the subdivider shall enter into and have on file with the City an agreement to install improvements, fully executed by the subdivider and the City, containing the following provisions:

1. That the engineer's estimate must be approved by the City;
2. That 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 this Code;
  - b. Improvements shown on the construction plans prepared and approved in



accordance with Section 3-3-18 of this 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.

3. One of the following two provisions, at the election of the subdivider:

a. That the subdivider will complete the subdivision improvements with its own resources, subject to terms and conditions approved by the City in the agreement to install improvements; provided, during the construction of subdivision improvements, the subdivider may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to City Code Sections 3-3-21(A)(3)(b) and 3-3-22; or

b. That the subdivider will guarantee the completion of the subdivision improvements by providing to the City a performance guaranty that satisfies the requirements of City Code Section 3-3-22, and that a performance guaranty given in the form of a bond or irrevocable letter of credit shall not expire or be released by the issuer prior to completion of all required subdivision improvements and written authorization by the City permitting the performance guaranty to expire or be released.

4. 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.

5. That in the event the required subdivision improvements are not completed within the specified period to the satisfaction of the City, the City may, with City Council approval, complete or cause to be completed the improvements and thereafter recover from the subdivider the full cost and expenses therefor.

6. That approved construction plans are appended to the agreement to install improvements as an exhibit.

7. That the construction plans and all required improvements shall be approved by the City, applicable State and Federal agencies prior to the commencement of construction.

8. That the subdivider shall, at its own expense, use the services of a licensed professional engineer to (a) oversee the construction of the subdivision, (b) provide to the City copies of all test results required under the specifications for the project and (c) provide the City with a stamped certification that the subdivision was



constructed in conformity with the approved construction plans.

9. That the subdivider shall pay the cost of inspection, testing and surveying all subdivision improvements and, further, that if the City determines the subdivider is not performing adequate surveying, inspection and/or testing through the use of a properly licensed professional engineer or land surveyor (as appropriate), the City may then, in its discretion, order the subdivider to immediate stop work; and that the City may thereafter hire a properly licensed professional engineer and/or land surveyor to perform the remaining surveying, inspection and/or testing, the cost of which shall be reimbursed to the City by the subdivider upon demand and prior to final acceptance of the subdivision improvements by the City.
10. That the subdivider's engineer shall provide to the City as-built drawings of all subdivision improvements, and further, that the as-built drawings shall be submitted both in digital format and on paper, the paper version to be wet-stamped by the subdivider's engineer prior to submittal to the City.
11. That the subdivider shall use qualified and properly licensed contractors for the construction of all required improvements, to include all subdivision improvements shown on the construction plans.
12. That the parties acknowledge the City Council will only accept the subdivision improvements if (a) the subdivider's engineer certifies that the subdivision improvements are complete and (b) the City independently confirms that the subdivision improvements are complete.
13. That the subdivider shall provide the City with a maintenance guaranty that satisfies the requirements of City Code Section 3-3-22, and that the one (1) year maintenance period shall commence on the date the City Council accepts the subdivision improvements.
14. That the subdivider's breach of the agreement to install improvements shall constitute a default, including, without limitation, the following:
  - a. Subdivider's failure to complete construction of subdivision improvements within time stated in the agreement to install improvements;
  - b. Subdivider's failure to timely cure any defect in the subdivision improvements;
  - c. Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which subdivider fails to discharge within thirty (30) days; or
  - d. Subdivider fails to perform any other obligation under the agreement to install improvements.
15. That in the event of a default by the subdivider (a) the City may thereafter draw upon any performance guaranty provided to the City to complete the subdivision improvements and mitigate the City's damages (if applicable), in addition to any other remedies available to the City; (b) the subdivider shall promptly, but in no case more than thirty (30) days after written notice from the City, dedicate all remaining undedicated and required rights-of-way for the continuation of existing streets into the subdivision; and (c) the City may record all deeds of dedication for rights-of-way for the continuation of existing streets into the subdivision.



16. That in the event of a default by the subdivider, the City reserves all remedies available to it at law and in equity.

17. That upon a determination by the City that specific improvements have been satisfactorily constructed and completed, funds may be released from the performance guaranty (if applicable) either by refunding a portion of a cash deposit to the subdivider or by authorizing a reduction of a bond or other form of non-cash guaranty, so long as the foregoing release of funds does not exceed ninety percent (90%) of the value of the completed improvements that have been certified by the subdivider's engineer and approved by the City. The foregoing determination by the City shall be subject to the appeal rights set forth in Section 3-3-31.

B. Additional Provisions: Notwithstanding any other requirements set forth in Subsection 3-3-21, the agreement to install improvements may, also contain any of the following provisions and/or requirements:

1. That the construction of improvements shall take place in specified stages.

2. That the time to complete construction may be extended by the City, in its discretion, subject to specified conditions.

C. Modifications, Extensions: At the written request of the subdivider, the terms and conditions, to include time frames and deadlines, contained in an executed agreement to install improvements may be modified by the City Council upon a demonstration of good cause by the subdivider, so long as the modification does not frustrate the purposes of the City Code or relieve the subdivider of the requirement to construct or compensate the City for constructing the required subdivision improvements. The subdivider shall, at the time of filing the written request for modification of the agreement to install improvements, pay a filing fee to the City in an amount established by resolution of the City Council.

### 3-3-22: PERFORMANCE AND MAINTENANCE GUARANTEES:

A. To ensure that subdivision improvements are properly completed at the subdivider's expense, the subdivider shall either (1) complete the subdivision improvements with its own resources according to the agreement to install improvements and other terms and conditions approved by the City, in which event the subdivision improvements must be certified by the City as complete prior to certification of the final map; or (2) provide the City with a performance guaranty.

B. Performance Guarantees: In the event the subdivider does not complete the subdivision improvements with the subdivider's own resources, the subdivider shall provide a performance guaranty to the City, subject to the following requirements:

1. Prior to execution of an agreement to install improvements pursuant to Section 3-3-21 and prior to approval of the final map by the City Council, the subdivider shall provide the City with a performance guaranty, subject to approval by the City, in an amount deemed sufficient by the City to cover the full cost of: (i) remaining improvements required under Section 3-3-20 of this Code in the construction plans prepared and approved in accordance with Section 3-3-18 of this Code; (ii) remaining improvements identified in engineering inspections; (iii) the cost to replace any existing streets, utilities or other improvements that may be damaged during construction of the required subdivision improvements; (iv) the cost to prepare the as-built drawings and



any associated documents; (v) the cost for the services of a licensed professional engineer to oversee the construction of the subdivision and (vi) identified incidental expenses associated with the foregoing work. The performance guaranty shall be in one of the following forms:

- a. Performance Bond: A performance or surety bond executed by a surety company authorized to do business in the State of Nevada, approved by the City Attorney as to form, and having a length of term not exceeding twenty-four (24) months from the date of final map recordation.
  - b. Deposit of Funds: A deposit of cash with the City, or a certified check or negotiable bonds made payable to and deposited with the City or an escrow agent or trust company approved by the City Attorney; provided, any decision by the City Attorney not to approve an escrow agent or trust company is subject to review by the City Council.
  - c. Irrevocable Letter of Credit: An irrevocable letter of credit in favor of the City issued by a financial institution insured by the Federal Deposit Insurance Corporation (FDIC).
  - d. Combinations: Upon approval by the City based on a showing of good cause by the subdivider, a combination of the forms of performance guaranty listed in this subsection, so long as the combination provides the City with at least the same level of protection against default as any single one of the listed forms of guaranty.
2. Penalty in Case of Default: In the event the subdivider fails to complete all required subdivision improvements in accordance with terms of the agreement to install improvements, the City may, in its sole discretion, complete the work at its own expense and thereafter reimburse itself for the cost and expense thereof from the performance guaranty.
3. Maintenance Guaranty: The subdivider shall provide the City with a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by the agreement to install improvements for a period of not less than one (1) year after the improvements are accepted by the City. The maintenance guaranty may be in any form permitted in Section 3-3-22(A) for a performance guaranty and shall be in an amount equal to ten percent (10%) of the total cost of the required subdivision improvements. The City shall not accept the subdivision improvements until the subdivider provides the maintenance guaranty.
4. Reduction of Maintenance Guaranty: Once a maintenance guaranty has been delivered to the City, the City shall not thereafter release any funds from or reduce the amount of the maintenance guaranty except upon written certification by the City that all required maintenance has been performed in conformance with the agreement to install improvements; provided, in no event shall the release of funds exceed the amount of the maintenance guaranty.
5. Improvement District Financing Through Special Assessments: If not all of the properties abutting a public street within any given block are under the control of the subdivider, and the street abutting those properties is not fully improved in accordance with the requirements of this Chapter, the subdivider may petition the City Council for the creation of an improvement district for the construction of the required improvements and for the special assessment of the cost thereof against abutting



properties in accordance with Chapter 268 of the Nevada Revised Statutes; provided, however, that the subdivider shall thereupon enter into an agreement with the City pursuant to which it agrees to be responsible for any difference between the cost of such improvements and the maximum amount which the City can specially assess against the property to be subdivided, and to furnish any necessary waivers to permit assessment of the entire cost of such improvements. Any such agreement pursuant to the preceding sentence shall be in a form approved by the City Attorney.

### 3-3-23: PARK LAND DEDICATIONS:

The City may require the dedication of land for the development of park, playground and recreational facilities, payment in lieu of dedication, or residential tax (to the extent permitted under Nevada law), in accordance with the recreation and open space element of the Elko Master Plan.

### 3-3-24: PARCEL MAPS:

A. Required: A person who proposes to divide any land into four (4) or fewer lots shall file a parcel map application with the City and, upon approval by the City, the applicant shall thereafter file the parcel map with the office of the county recorder, unless such recordation is not required under Nevada law.

B. Public Improvements: Public improvements may be required by the City as a condition of approval of a parcel map, but such requirements shall not exceed those that would be required under City Code Section 3-3-20 if the proposed division of land were a subdivision.

C. Public Improvements: For parcel maps, the City Council shall require, as a condition of approval of a parcel map, the design and construction of all improvements (to include off-site improvements) that are consistent with the uses of the existing property and surrounding land, and that are reasonably necessary to ensure the adequacy of site grading; parcel ingress/egress; street alignment, surfacing and width; water quality; water drainage; water supply; sewerage; and the protection of public health and safety.

D. Dedications: If the proposed parcels are located in areas where public improvements do not exist, the City Council shall require the dedication of rights-of-ways and/or easements to the extent necessary to serve the best interests of the public.

E. Parcel or Lot Design: Lot width, depth and area shall comply with the zoning requirements appropriate for the location and character of development proposed, including the requirements set forth in City Code Section 3-2-26 and Section 3-2-28, and appropriate for the type and extent of public improvements being installed. However, where steep topography, unusual soil conditions or drainage problems exist or prevail, the City may require increased lot width, depth and/or area that exceeds the minimum requirements of the particular zoning district.

F. Construction Plans: The subdivider shall use a licensed professional engineer to prepare a complete set of construction plans for all required public improvements. The construction plans shall be based on and prepared in conjunction with the parcel map. The foregoing construction plans must be approved by the City prior to recordation of the parcel map.

G. Second or Subsequent Parcel Maps: When considering whether to approve, conditionally approve or disapprove a second or subsequent parcel map involving land that has been

divided by a parcel map which was recorded within the five (5) years immediately preceding the acceptance of the second or subsequent parcel map as a complete application, the following criteria shall be considered:

1. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
2. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the property being divided into parcels;
3. The availability and accessibility of utilities;
4. The availability and accessibility of public services, such as schools, police protection, transportation, recreation and parks;
5. Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance shall apply;
6. General conformity with the City's master plan of streets and highways;
7. The effect of the proposed division of land into parcels on existing public streets and the need for new streets or highways to serve the land being divided;
8. Physical characteristics of the land, such as floodplain, slope and soil;
9. The recommendations and comments of those entities reviewing the tentative map pursuant to Nevada Revised Statutes Sections 278.330 through 278.348, inclusive; and
10. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.
11. For any other second or subsequent parcel map, any reasonable public improvement shall be required, but not more than would be required under City Code Section 3-3-20 if the parcel were a subdivision.

#### H. Review and Approval of Parcel Map:

1. Upon the filing of an application by a person proposing to divide land into parcels, except as otherwise provided in this Section, the City planning department shall approve the parcel map, or waive the requirement of a parcel map or survey for a parcel map, without further action by the Planning Commission or City Council, unless the parcel map includes an offer of dedication of a street right-of-way to the City or is associated with a request to modify subdivision ordinance standards or regulations. Except as otherwise provided in the preceding sentence, the City planning department shall review the parcel map and within sixty (60) days after filing shall approve, conditionally approve or disapprove the parcel map.



2. A parcel map which includes an offer of dedication of a street right-of-way to the City or a modification of ordinance standards or regulations respecting the division of land shall be referred to the Planning Commission and the City Council for review and consideration, and formal acceptance of the offer of dedication and/or any modification of standards or regulations. The Planning Commission shall consider the parcel map within sixty (60) days after filing and shall thereupon make a recommendation to the City Council to approve, conditionally approve or disapprove the formal acceptance of the offer of dedication and/or any modification of standards or regulations. The City Council shall then consider and take action upon the formal acceptance of the offer of dedication and/or any modification of standards or regulations no later than thirty (30) days after action by the Planning Commission, taking into account the recommendation of the Planning Commission.

I. Exceptions:

1. A parcel map is not required when the division of land into parcels is for the express purpose of:

- a. Creation or realignment of a public right-of-way by a public agency;
- b. Creation or realignment of an easement;
- c. An adjustment of the boundary line between two abutting parcels or the transfer of land between two (2) owners of abutting parcels, which does not result in the creation of any additional parcels, if such an adjustment is approved pursuant to NRS 278.5692 and is made in compliance with the provisions of NRS 278.5693.
- d. The purchase, transfer or development of space within an apartment building or an industrial or commercial building;
- e. Carrying out an order of any court or dividing land as a result of an operation of law.

2. A parcel map is not required for any of the following transactions involving land:

- a. The creation of a lien, mortgage, deed of trust or any other security instrument;
- b. The creation of a security or unit of interest in any investment trust regulated under the laws of this State or any other interest in an investment entity;
- c. Conveying an interest in oil, gas, minerals or building materials, which is severed from surface ownership of real property;
- d. Conveying an interest in land acquired by the Department of Transportation pursuant to Chapter 408 of the Nevada Revised Statutes.
- e. Filing a certificate of amendment pursuant to NRS 278.473.



J. Survey Not Required: If a survey is not required for the preparation of a parcel map, the map must be prepared by a registered land surveyor, but the certificate upon the map may include substantially the following:

*This map was prepared from existing information (identifying it and stating where filed or recorded), and the undersigned assumes no responsibility for the existence of monuments or corrections of other information shown on or copied from any such prior document.*

K. Fee: The applicant shall, at the time of filing the parcel map, pay a filing fee to the City in an amount established by resolution of the City Council.

L. Information Required: The parcel map shall contain the following information and meet the following requirements:

1. The parcel map shall be legibly drawn in black, waterproof India ink on tracing cloth or produced by the use of other materials of a permanent nature generally used for such purpose in the engineering profession. The size of each sheet shall be twenty-four inches by thirty-two inches (24" x 32"). A marginal line shall be completely drawn around each sheet leaving an entirely blank margin of one inch (1") at the top, bottom and right edges, and of two inches (2") at the left edge along the twenty four inch (24") dimension.

2. A parcel map must indicate the owner of any adjoining land or right-of-way if owned by the person dividing the land.

3. If a survey is required, the parcel map shall also show:

a. All monuments found, set, reset, replaced or removed, describing the claim, size and location and other data relating thereto;

b. Bearing or witness monuments, basis of bearings, bearing and length of line and scale of map;

c. Name and legal description of tract or grant in which the survey is located and ties to adjoined tracts;

d. Memorandum of oaths;

e. Signature of surveyor;

f. Date of survey;

g. Signature of the owner or owners of the land to be divided;

h. Any easements granted or dedications made;

i. Any other data necessary for the intelligent interpretation of various items in the location of the points, lines and areas shown; and

j. Provision and date for installation of all required improvements.

4. The following certificates shall appear on a parcel map before it can be recorded:

- a. A certificate for execution by the clerk of each approving governing body stating that the body approved the map;
- b. A certificate by the surveyor responsible for the parcel map giving the date of the survey on which the map is based and stating that the survey was made by him or under his direction and setting forth the name of the owner who authorized him to make the survey, and that the parcel map is true and complete as shown. The certificate shall also state that the monuments are of the character and occupy the positions indicated or that they will be set in such positions at such time as agreed upon under the provisions of Nevada Revised Statutes Chapter 278. The certificate shall also state that monuments are or will be sufficient to enable the survey to be retraced;
- c. A certificate signed and acknowledged by all parties having any record title in the land to be divided into parcels evidencing their grant of permanent easements for utilities installations and access, as designated on the parcel map;
- d. A statement approving such easements, signed by each public utility company or agency in whose favor the easements are created or whose utility services are to be required for the mapped parcel; and
- e. A statement that it shall be the responsibility of the applicant to obtain the approvals of all serving utility companies as to the location of any utility easements shown on the parcel map.

5. The following data shall accompany a parcel map at the time it is submitted:

- a. Name, address and telephone number of the persons requesting approval of the parcel map and the owner or owners of the land;
- b. Name, address and telephone number of the person who prepared the map;
- c. Legal description of the original parcel. It shall be sufficient to give the Recorder's book and page number of the deed and the assessor's parcel number;
- d. Proposed use of each parcel;
- e. Source of water supply and proposed method of sewage disposal for each parcel;
- f. A copy of all survey computations shall accompany the parcel map; and
- g. A vicinity map.

6. The subdivider shall file the following copies of the parcel map with the City at the time of filing:

- a. One (1) hard copy that is 24"x36" in size;



b. One (1) reproducible hard copy that is 8 ½"x11" in size; and

c. A legible electronic copy in PDF format.

M. Recording: A parcel map approved pursuant to this Section and Section 3-3-70 of this Chapter, shall be recorded in the Office of the Elko County Recorder within two (2) years after the date when the map was approved or deemed approved by the City.

N. Prohibitions of Parcels: Parcel maps that are determined by the City to fall into one or more of the following categories shall not be approved by the City:

1. One or more of the proposed parcels are not reasonably capable of being developed due to site conditions.
2. The parcels are proposed in an attempt to eliminate frontage or required public improvements.
3. The proposed parcels are detrimental to the health, safety and/or welfare of the public.

### 3-3-25: MODIFICATION OF STANDARDS:

A. Permitted: Upon the recommendation of the Planning Commission that there exist extraordinary conditions of topography, land ownership, or adjacent development, or other circumstances not provided for in this Chapter, that prevent or unreasonably restrict the ability of a person to develop land, the City Council may thereafter modify the provisions of this Chapter, or any other provision in the City Code, in such manner and to the minimum extent necessary to carry out the intent of this Chapter; provided, this paragraph shall not permit the modification of the process for satisfying the substantive requirements of this Chapter.

B. Complete Neighborhood Plan: In the case of a plan and program for a complete neighborhood development, the City Council may modify the provisions of this Chapter in such manner as it deems necessary and desirable to provide for adequate space and the development of improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated. The City Council may further require such restrictions on the neighborhood development, through the use of deed restrictions, restrictive covenants and conditions and the like, as may be necessary to assure conformity to and the achievement of the plan and program.

C. Additional Requirements: In modifying a standard or requirement pursuant to this Section 3-3-25, the City Council may impose such additional requirements as it determines are necessary to best achieve the purpose of the standard or requirement being modified.

### 3-3-26: REVERSIONS TO ACREAGE:

A. Application: Except as otherwise provided in Nevada Revised Statutes Section 278.4925, an owner or governing body desiring to revert any recorded subdivision map, parcel map, map of division into large parcels, or part thereof, to acreage or to revert the map or portion thereof, or to revert more than one map recorded under the same tentative map if the parcels to be reverted are contiguous, shall submit a written application accompanied by a map of the proposed reversion which contains the same survey dimensions as the



recorded maps or maps filed with the City planning department. The application must specifically describe the requested change.

B. Review: At its next regular meeting, or within a period of not more than thirty (30) days after the filing of the map of reversion, whichever occurs later, the City Council shall review the map of reversion and approve, conditionally approve or disapprove the map.

C. Applicability Of Fees: Except for the provisions of this Section, Nevada Revised Statutes Sections 278.4955, 278.496 and 278.4965, and any provision of the City Code relating to the payment of fees in conjunction with filing, recordation or checking of a map of the kind offered, no other provision of Nevada Revised Statutes Section 278.010 through 278.630, inclusive, applies to a map made solely for the purpose of reversion of a former map or for reversion of any division of land to acreage.

D. Recording: Upon approval of the map of reversion, it must be recorded in the Office of the Elko County Recorder.

E. Street or Easement Included: At the time a map of reversion is submitted and presented for recording, it must conform with provisions of Nevada Revised Statutes Section 278.4955, 278.496 and 278.4965. If the map includes the reversion of any street or easement owned by a city, a county or the state, the provisions of Nevada Revised Statutes Section 279.480 must be followed and satisfied before the map of reversion is approved by the City.

F. Fee: The owner shall, at the time of filing the map of reversion, pay a filing fee to the City in an amount established by resolution of the City Council.

### 3-3-27: PROHIBITION AGAINST SALE IN VIOLATION:

No person, firm, corporation or other legal entity shall hereafter sell or offer for sale any lot, or piece or parcel of land which is within a tract of land proposed to be divided into two (2) or more lots, or pieces or parcels of land, until after a final map thereof has been approved and certified by the City, and recorded with the Elko County Recorder in accordance with provisions of the Nevada Revised States and this Chapter.

### 3-3-28: MERGERS AND RESUBDIVISION OF LAND:

A. Permitted: An owner of two (2) or more contiguous parcels may merge and resubdivide the land into new parcels or lots without reverting the preexisting parcels to acreage.

B. Recording Required: Parcels merged without reversion to acreage pursuant to this section must be resubdivided and recorded on a final map, parcel map or map of division into large parcels, as appropriate, in accordance with Nevada Revised Statutes Sections 278.320 through 278.4725, inclusive, and the City Code. The recording of the resubdivided parcels or lots on a final map, parcel map or map of division into large parcels, as appropriate, constitutes the merging of the preexisting parcels into a single parcel and the simultaneous resubdivision of that single parcel into parcels or lots of a size and description set forth in the final map, parcel map or map of division into large parcels, as appropriate.

C. Street Easements and Utility Easements: With respect to a merger and resubdivision of parcels pursuant to this Section, the owner of land conducting the merger and resubdivision shall ensure that street easements and utility easements, whether public or private, that will remain in effect after the merger and resubdivision, are delineated clearly



on the final map, parcel map or map of division into large parcels, as appropriate, on which the merger and resubdivision is recorded.

D. Security Credit: If the City Council requires an owner of land to post security to secure the completion of improvements to two (2) or more contiguous parcels and those improvements will not be completed because of a merger and resubdivision conducted pursuant to this Section, the City Council shall credit on a pro rata basis the security posted by the owner of land toward the same purposes with respect to the parcels as merged and resubdivided.

### 3-3-29: VIOLATIONS AND PENALTIES:

Any person, firm, corporation or other legal entity who violates any of the provisions of this Chapter shall, upon conviction therefor, be punished as provided in Title 1, Chapter 3 of this Code. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such hereunder. The imposition of any sentence shall not exempt the offender from compliance with all requirements of this Chapter.

### 3-3-30 APPEALS OF CERTAIN DECISIONS REGARDING USE OF LAND:

A. Notice of Appeal: Notwithstanding any other provision contained in this Chapter, any person who is aggrieved by (a) a decision of a person appointed or employed by the City who is authorized to make administrative decisions regarding the use of land or (b) a decision of the Planning Commission, may appeal the decision to the City Council by filing a notice of appeal with the City Clerk within thirty (30) days of receiving notice of the decision. The notice of appeal shall contain the following information: the name of the appellant, the location of the property to which the decision relates, the date on which the appellant was notified of the decision, a summary of the decision being appealed and a statement of reason why the decision is being appealed. The failure of the aggrieved person to file a notice of appeal in the manner stated in this section shall result in a waiver of the aggrieved person's right to appeal. The filing of a notice of appeal shall not stay the action of the City pending the outcome of the appeal. The City Council may by resolution establish a fee for the filing of an appeal.

B. Investigation By City Council: Following the filing of a notice of appeal, the City Council may, in its discretion, appoint a committee of the City Council or an independent hearing officer to investigate the notice of appeal, report findings of fact and make a recommendation for disposition to the City Council.

C. Hearing Before City Council: The City Council shall conduct a hearing on the appeal within forty-five (45) days from the date the notice of appeal is filed with the City Clerk. The hearing shall be open to the public and shall be conducted in accordance with the procedures set forth in this section.

D. Purposes: In reviewing the decision, the City Council will be guided by the following purposes:

1. That, for the purpose of promoting health, safety, morals, or the general welfare of the community, the City Council is authorized and empowered to regulate and restrict the improvement of land and to control the location and soundness of structures.



2. That regulations, restrictions and controls pertaining to the improvement of land, and the control of the location and soundness of structures, must take into account:

a. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment; and

b. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities.

E. Hearing Procedures: The procedures pursuant to which the City Council shall hear an appeal pursuant to this section are as follows:

1. The appellant shall first describe the decision being challenged, state the grounds for the appeal and present a summary of the appellant's argument.

2. The appellant may then testify, submit documents and/or call witnesses in support of the appeal.

3. The City shall then state the grounds for opposing the appeal.

4. The City may submit documents and/or call witnesses in opposition to the appeal.

5. The appellant may then present a rebuttal argument, witnesses and/or documents. The failure of an appellant to provide argument, witnesses and/or documents on rebuttal shall not be considered by the City Council in deciding the appeal.

6. The appellant and the City, respectively, may present closing arguments.

7. Appellant and the City are entitled to be represented by counsel, and present testimony, evidence and argument on all issues raised on appeal.

8. The City Council may, if it appears helpful to a clear understanding of the issues, consider matters not raised at the hearing.

9. All testimony by the appellant and the parties' witnesses shall be under oath.

10. The rules of evidence shall not apply.

11. The Mayor or Mayor Pro Tem may limit testimony or other proffered evidence that is duplicative, unnecessarily argumentative or not reasonably related to the matter being appealed.

12. The Mayor or Mayor Pro Tem may terminate the hearing upon finding that sufficient testimony, documents and arguments have been presented to enable the City Council to fully deliberate and decide the appeal; provided, the Mayor or Mayor Pro Tem shall first request from the appellant a summary of all remaining matters he or she intends to present at the hearing.

F. Decision By City Council: At the conclusion of the hearing, the City Council shall make a final decision that is consistent with the requirements of this title to affirm, modify or reverse the decision appealed from and shall within sixty (60) days thereafter file a notice of decision with the City Clerk stating the decision. The foregoing decision of the City Council shall be a final decision for the purpose of judicial review.

G. Judicial Review: Any person who has appealed a decision to the City Council in accordance with this section and is aggrieved by the decision of the City Council may appeal that decision to the Fourth Judicial District Court in and for the County of Elko,

**State of Nevada, by filing with that court a petition for judicial review within twenty-five (25) days after the date the notice of decision is filed with the City Clerk.**

**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 \_\_\_nd day of \_\_\_\_\_, 2018 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

CITY OF ELKO

BY: \_\_\_\_\_  
CHRIS JOHNSON, Mayor

ATTEST:

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



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

1. Title: **First reading of Ordinance No. 836, an amendment to the City Zoning Ordinance, specifically an amendment to Title 3, Chapter 4, Section 2 of the Elko City Code entitled “Planning Commission”, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **After the September 6, 2018 Planning Commission meeting, it was discovered that the existing Elko City Code 3-4-2 and Resolution 1-95 had conflicting information regarding the quorum for official action. This change will bring the Elko City Code into conformance with Resolution 1-95. Planning Commission took action at their November 6, 2018 meeting to recommend to City Council to adopt Ordinance 836. CL**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance and P.C. Action Report**
9. Recommended Motion: **Conduct first reading of Ordinance No. 836, and direct Staff to set the matter for public hearing, second reading, and possible adoption.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, City Attorney**
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO  
ORDINANCE NO. 836**

**AN ORDINANCE AMENDING TITLE 3 ZONING REGULATIONS, CHAPTER 4  
PLANNING COMMISSION SECTION 2 MEETINGS, RECORD, QUORUM AND  
VOTING TO MEET REQUIREMENTS PURSUANT TO THE PROVISIONS OF N.R.S.  
241 OPEN MEETING LAW AS WELL AS TO COMPLY WITH CITY OF ELKO  
RESOLUTION 1-95 ESTABLISHING RULES AND PROCEDURE GOVERNING THE  
CONDUCT AND TRANSACTION OF BUSINESS BEFORE THE ELKO CITY  
PLANNING COMMISSION.**

**WHEREAS**, the City of Elko desires to amend the City Code to provide clarification regarding a quorum and voting requirements;

**WHEREAS**, the definition of a quorum for the Elko City Planning Commission must comply with N.R.S. 241 Open Meeting Law;

**WHEREAS**, the City of Elko passed Resolution 1-95 on August 15, 1995 adopting rules and procedures governing the conduct and transaction of business before the Elko City Planning Commission;

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

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

**3-4-2: MEETINGS, RECORDS, QUORUM AND VOTING:**

- A. Meetings: The planning commission shall hold at least one regular meeting in each month. Other meetings may be provided for in its rules.
- B. Rules: It shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record. Rules may be amended from time to time.
- C. Quorum: ~~Except as otherwise provided in this chapter, a majority of the members of the planning commission shall constitute a quorum for holding of a meeting and the transaction of business, and a majority vote of the members of the commission shall be necessary for official action. (Ord. 210, 11-13-1973)~~ A majority of the appointed planning commission members shall constitute a quorum for all meetings, to include public hearings.

**D. Voting Requirements:**

- 1. A majority vote of the appointed planning commission members present and participating in any agenda item shall be required to approve the corresponding

action for that item. To be present and participating at a meeting, a planning commission member must be either (a) physically present at the meeting or (b) participating by means of electronic communication with access to all written materials for that agenda item that are available to the other planning commission members.

2. An abstention from voting by a planning commission member shall not be counted in the determination of the motion as a vote in favor of any action but shall be noted on the record.

3. In the event of a tie vote, the motion shall not pass.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:   None

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

CITY OF ELKO

BY: \_\_\_\_\_  
CHRIS JOHNSON, Mayor

ATTEST:

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



# 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

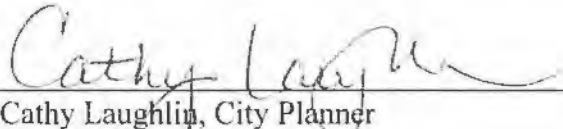
### PLANNING COMMISSION ACTION REPORT

Regular Meeting of November 6, 2018

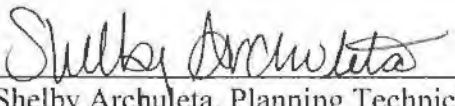
WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on November 6, 2018 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 3-18, Ordinance No, 836, specifically an amendment to Title 3, Chapter 4, Section 2 of the Elko City Code entitled "Planning Commission", and matters related thereto.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an ordinance, which approves Zoning Ordinance Amendment No. 3-18.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and approval of the Elko City Election held November 6, 2018 and its results, including the adoption of Resolution No 28-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to Nevada Revised Statutes 293C.387, the election returns from a general city election must be filed with the City Clerk. No person may handle, inspect or in any manner interfere with the returns until they are canvassed by the Mayor and the governing body of the City. The canvass must be completed on or before the sixth working day following the election (November 14, 2018). After the canvass is completed, the governing body of the City and Mayor shall declare the result of the canvass. KW**
6. Budget Information: **N/A**
7. Business Impact Statement: **None Required**
8. Supplemental Agenda Information: **Resolution No 28-18; Election Results**
9. Recommended Motion: **Adopt Resolution No. 28-18**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/ Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, discussion, and consideration for a possible donation of two (2) Elko Police Department used patrol vehicles to Nevada Peace Officers Standards and Training (POST), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **Elko PD has been approved to purchase two new patrol vehicles for School Resource Officer use in FY 18/19. Anticipated delivery of new cars is early spring 2019. Upon delivery of the new vehicles, the current vehicles will be relegated to backup use, allowing two (2) older Ford Crown Victoria's to be removed from city fleet. The vehicles have approximately 181,000 and 111,000 miles on them, respectively, and have reached useful service limits for Elko Police Department; however, can be utilized in a training function.**  
  
**Nevada POST relies upon donated vehicles from agencies for their fleet of vehicles utilized in teaching the Emergency Vehicle Operations Course (EVOC). POST recently requested vehicles, as their fleet has become unserviceable due to age and use. Chief Reed sits on the POST Commission and was made aware of this need. If donated, these two (2) units will serve cadets in POST academy classes, including Elko Police Department cadets and would assist in fulfilling the needs of POST. Elko Police Department is asking to donate the vehicles to POST, transferring ownership to them. BR**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution # 29-18**
9. Recommended Motion: **Adopt resolution 29-18 authorizing the Elko Police Department to donate Elko PD patrol vehicles, 2038 and 2039, to Nevada POST.**
10. Prepared By: **Ty Trouten, Captain, Elko Police Department**
11. Committee/Other Agency Review:
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. 29-18**

**A Resolution Donating Two (2) of Elko Police Department's 2009 Ford Crown Victoria,  
Units 2038 and 2039**

**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**, at the Elko City Council Meeting of November 13, 2018 the Council took action to approve donating Elko Police Department's 2009 Ford Crown Victoria, Units 2038 and 2039 to Nevada Peace Officer Standards Training (POST) for the Emergency Vehicle Operations Course (EVOC).

**WHEREAS**, the City Council has determined that the Ford Crown Victoria Unit 2038 and 2039 no longer meets the needs of the City and have reached the end of their useful life;

**IT IS THEREFORE RESOLVED AND ORDERED** by the Elko City Council to donate the Elko Police Department's 2009 Ford Crown Victoria, Units 2038 and 2039 to Nevada Peace Officer Standards Training (POST) for the Emergency Vehicle Operations Course (EVOC).

**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 \_\_\_\_\_.

**CITY OF ELKO**

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

**ATTEST:**

\_\_\_\_\_  
Kelly Wooldridge, City Clerk

**VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

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

1. Title: **Review, consideration, and possible action to accept a petition for the vacation of a portion of the D Street and Cedar Street Right-of-Way consisting of an area approximately 2,467.89 sq. ft., filed by A.M. Engineering and processed as Vacation No. 2-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **The existing non-conforming parking is within the City of Elko right-of-way. The property has been vacant for more than 12 months and has lost all legal non-conforming status. Without the vacation, the use of the property would be severely compromised. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application, map, and Staff memo.**
9. Recommended Motion: **Accept the petition for vacation and direct Staff to commence the vacation process by referring the matter to the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **A.M. Engineering  
445 5<sup>th</sup> Street  
Elko, NV 89801**



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

## **CITY OF ELKO STAFF REPORT**

<b>CITY COUNCIL PETITION DATE:</b>	<b>November 13, 2018</b>
<b>PLANNING COMMISSION DATE:</b>	<b>December 4, 2018</b>
<b>APPLICATION NUMBER:</b>	<b>Vacation 2-18</b>
<b>APPLICANT:</b>	<b>A.M. Engineering</b>
<b>PROJECT DESCRIPTION:</b>	<b>APN 001-143-001</b>

**Vacation of a portion of D Street and a portion of Cedar Street right-of-way to allow for parking for 742 D. Street professional office building.**



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-143-001

**PARCEL SIZE:** 9,662 sq. ft.

**EXISTING ZONING:** (C) General Commercial

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

**EXISTING LAND USE:** Developed, Professional Office Building

### **BACKGROUND:**

1. A.M. Engineering purchased the property on 8/16/2018.
2. The property has been vacant for more than 12 months and therefore is no longer legal non-conforming.
3. The property has always been developed as a professional office building.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: Residential / Developed  
East: Commercial / Developed  
South: Commercial / Developed  
West: Residential / Undeveloped

### **PROPERTY CHARACTERISTICS:**

The property is currently developed.  
The property has been vacant for more than 12 months and has lost any legal non-conforming use.  
The property can be accessed from D Street.

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

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive  
City of Elko Master Plan – Land Use Component  
City of Elko Master Plan – Transportation Component  
City of Elko Redevelopment Plan  
City of Elko Code – Section 3-2-10 General Commercial Zoning District  
City of Elko Code – Section 8-7 Street Vacation Procedures

### **MASTER PLAN – Land Use:**

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. C- General Commercial Zoning District is not listed as a corresponding zoning district for Medium Density.

3. Strict conformance with the Master Plan Land Use is not required for a vacation under Section 8-7.
4. The Master Plan was adopted after the property was developed and therefore could be an error on the land use designation as Medium Density Residential.
5. The existing land use doesn't create a significant impact on traffic or other surrounding uses.

Strict conformance with the Master Plan under section 8-7 is not required. The vacation and commercial land use is consistent with existing land uses in the immediate vicinity.

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

1. The area will be accessed from D Street.
2. Existing roadway width is not modified with the vacation.
3. D Street is identified as a Commercial Collector. The function of D Street is not consistent with this classification in the Master Plan Transportation component as the traffic counts are less.
4. Cedar Street is identified as a Residential Collector.
5. Remaining right-of-way for D Street is 69.18' and Cedar Street is 72.24'.

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

#### **REDEVELOPMENT PLAN**

- The area is located outside the Redevelopment Area.

#### **FINDINGS**

- Strict conformance with the Master Plan under section 8-7 is not required. The vacation and commercial land use is consistent with existing land uses in the immediate vicinity.
- The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
- The proposed vacation is in conformance with NRS 278.479 to 278.480. inclusive.
- The proposed vacation is in conformance with City Code 3-2-10(B) and 8-7

#### **STAFF RECOMMENDATION:**

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





## CITY OF ELKO PLANNING DEPARTMENT

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

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

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

APPLICANT(s): A. M. Engineering

MAILING ADDRESS: 445 5th Street, Elko, NV 89801

PHONE NO (Home) 775-848-8940 (Business) 775-738-3113

NAME OF PROPERTY OWNER (If different): Aaron Martinez

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

MAILING ADDRESS: 445 5th Street, Elko, NV 89801

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

ASSESSOR'S PARCEL NO.: 001-143-001 Address 472 D Street

Lot(s), Block(s), & Subdivision Lot 11, Block 59R, Sunset Heights Subdivision

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

#### FILING REQUIREMENTS:

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

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

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

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

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

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

RECEIVED

OCT 21 2018



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

City of Elko 1753 College Ave. Elko, NV 89801

(Name)

(Address)

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

A.M. Engineering LLC 472 D Street Elko, NV 89801

(Name)

(Address)

1. Describe the nature of the request: A.M. Engineering is requesting the vacation of right of way due to the property losing existing legal non-conforming usage status. In order to obtain parking and ADA parking, per city code, we are requesting vacation per drawing C4.
2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: The area being requested for vacation does not contain any utilities according to the City of Elko Master Utility Map.

Use additional pages if necessary

**This area intentionally left blank**

**By My Signature below:**

☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not effect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

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

**Mailing Address** 445 5th St., Ste. 201  
Street Address or P.O. Box  
Elko, NV 89801  
City, State, Zip Code

Phone Number: 775-738-3113

Email address: aaron@amengineering.pro

**SIGNATURE:** 

**FOR OFFICE USE ONLY**

**File No.:** 2-18 **Date Filed:** 10/31/18 **Fee Paid:** 600.<sup>00</sup> ck 1258

## LEGAL DESCRIPTION

A parcel of land in Lot 11, Block 59R of the Sunset Heights Subdivision of the First Addition to the City, formerly Town, of Elko, Nevada more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 11,

Thence South  $41^{\circ}49'00''$  West 13.89 feet

Thence North  $48^{\circ}11'00''$  West 112.25 feet;

Thence along a curve to the right, said curve having a radius of 15.50 feet and a length of 24.52 feet;

Thence along a curve to the left, said curve having a radius of 340.50 feet and a length of 71.16 feet,

Thence South  $54^{\circ}57'00''$  East 12.44 feet;

Thence along a non-tangent curve to the right, said curve having a radius of 288.57 feet, a length of 32.29 feet and a chord bearing South  $38^{\circ}10'19''$  West a distance of 31.67 feet ;

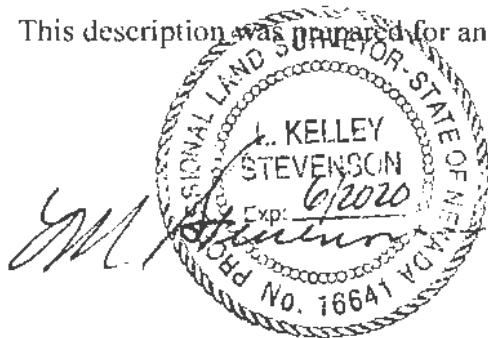
Thence South  $41^{\circ}49'00''$  West 26.76 feet;

Thence along a curve to the left, said curve having a radius of 15.00 feet and a length of 23.56 feet;

Thence South  $48^{\circ}11'00''$  East 105.01 feet to the Point of Beginning, said parcel consisting of 2467.89 square feet (0.05 acres), more or less.

The basis of bearings for this description is the westerly line of Lot 11, Block 59R of the Sunset Heights Subdivision of the First Addition to the City of Elko.

This description was prepared for and on behalf of AM Engineering.



L. Kelley Stevenson, PLS #16641

As shown on this plan, the proposed improvements are in accordance with the requirements of the Nevada Department of Transportation (NDOT) and the Nevada Department of Public Safety (NPS).



GRAPHIC SCALE  
SCALE IN FEET



LEGAL DESI  
SEE ATTACHED DOCUMENT  
AREA OF VA  
TOTAL AREA

<b>C4</b> DATE: 08/05/2018 DRAWN BY: JMM CHECKED BY: JMM JOB NO.:	REVISIONS NO. DATE DESCRIPTION BY	A.M. ENGINEERING <b>742 D STREET TENANT IMPROVEMENT ROW VACATION EXHIBIT</b>	PROFESSIONAL SEAL AARON K. MARTINEZ EIT 12345 CIVIL	<b>A.M. ENGINEERING</b> 145 5TH STREET, SUITE 201 CLARK, NEVADA 89001 TEL: (775) 738-3111 FAX: (775) 738-6186 WWW.AMENGINEERING.PRO
	CITY OF ELKO REVIEW COMMENTS	ELKO ELKO COUNTY BRIDGES	SERVICES PROVIDED ENGINEERING DESIGN & ANALYSIS CONSTRUCTION MANAGEMENT QA/QC INSPECTIONS CONSTRUCTION SURVEYING MATERIALS TESTING	

**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and possible issuance of a Regular Retail Liquor License to Jurine Armstrong, dba Hunter Ray's, located at 245 3<sup>rd</sup> Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 13, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **See attached memo from Police Chief Ben Reed, Jr. BR**
6. Budget Information: **N/A**  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Memo from Police Chief Reed, Jr.**
9. Recommended Motion: **Ratify a 30-day temporary Retail Liquor License and issue a Regular Retail Liquor License to Jurine Armstrong, dba Hunter Ray's, located at 245 3<sup>rd</sup> Street, Elko, NV 89801.**
10. Prepared By: **Ben Reed, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jeri Armstrong**  
    **503 Cripple Creek Drive**  
    **Spring Creek, NV 89815**  
    [hunterrays@outlook.com](mailto:hunterrays@outlook.com)



## ELKO POLICE DEPARTMENT

---

Ben Reed, Jr.  
Police Chief

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

DATE: November 2, 2018

TO: Curtis Calder, City Manager

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

SUBJECT: Retail Liquor License Application in the name of Hunter Ray's, located at 245 3<sup>rd</sup> Street, Elko, NV 89801.

On October 5, 2018, Jurine Armstrong made application for a Retail Liquor License in the name of Hunter Ray's, located at the above address.

Ms. Armstrong has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License to Hunter Ray's, located at 245 3<sup>rd</sup> Street, Elko, NV 89801.

BR/tle

CC: Mayor Chris Johnson