

Flood control and drainage improvements that are necessary based on the anticipated land use changes in the Project. Master Developer shall design and construct all flood control and drainage improvements, whether onsite or off-site, required to comply with the Truckee Meadows Regional Drainage Manual and the approval of the Administrator. Design rainfall depths shall utilize the 24-hour point precipitation frequency estimates from the National Oceanic and Atmospheric Administration Atlas 14 (NOAA Atlas 14). Master Developer shall obtain and provide to the Administrator a copy of any required Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR), or a copy of any CLOMR application and study submitted to FEMA, or other documentation reasonably acceptable to the Administrator, prior to the approval of any tentative map for the Project. Master Developer shall obtain and provide to the Administrator a copy of any required FEMA Letter of Map Revision or other documentation prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in the Project.

Recording Requested by and  
When Recorded Mail To:

Lisa Hunderman, City Clerk  
City of Sparks  
431 Prater Way  
P.O. Box 857  
Sparks, Nevada 89432-0857

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

\_\_\_\_\_  
Signature of Declarant or Agent

THIS DEVELOPMENT AGREEMENT AMENDMENT NUMBER 1 (“Amendment”) is made and entered into this \_ day of \_\_\_\_\_, 2019, by and between the CITY OF SPARKS, a municipal corporation of the State of Nevada (“City”); FOOTHILLS AT WINGFIELD, LLC, a Nevada Limited Liability Company (“Owner”); ALBERT D. SEENO CONSTRUCTION COMPANY, a California Limited Partnership (“Master Developer”). The City and Owner and Master Developer are sometimes individually referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The City is authorized, pursuant to Chapter 278 of the Nevada Revised Statutes and Title 20 of the Sparks Municipal Code, to enter into development agreements such as this Amendment with persons having a legal or equitable interest in real property in order to establish long-range plans for the development of such property.
- B. On November 13, 2018, the Parties entered into a Development Agreement concerning real property located within the City of Sparks, which real property has been assigned assessor’s parcel numbers 084-550-02, 084-440-07, and 084-550-08. Said real property is legally described in Exhibit A to the Development Agreement, which was recorded in the official records of the Washoe County Recorder on November 26, 2018, as Document Number 4868469, and is referred to herein as the “Development Agreement.”
- C. The Parties desire to amend the Development Agreement as stated herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Development Agreement as follows:

**Paragraph 1.**

Section 3.3(c) of the Development Agreement is amended to read:

Flood control and drainage improvements that are necessary based on the anticipated land use changes in the Project. Master Developer shall design and construct all flood control and drainage improvements, whether onsite or off-site, required to comply with the Truckee Meadows Regional Drainage Manual and the approval of the Administrator. Design rainfall depths shall utilize the 24-hour point precipitation frequency estimates from the National Oceanic and Atmospheric Administration Atlas 14 (NOAA Atlas 14). Master Developer shall obtain and provide to the Administrator a copy of any required Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR), or a copy of any CLOMR application and study submitted to FEMA, or other documentation reasonably acceptable to the Administrator, prior to the approval of any tentative map for the Project. Master Developer shall obtain and provide to the Administrator a copy of any required FEMA Letter of Map Revision or other documentation prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in the Project.

**Paragraph 2.**

All the other provisions of the Development Agreement recorded in the official records of the Washoe County Recorder on November 26, 2018, as Document Number 4868469 shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

**CITY OF SPARKS**, a municipal corporation of the State of Nevada

**FOOTHILLS AT WINGFIELD, LLC**, a Nevada Limited Liability Company

By: \_\_\_\_\_  
Ronald E. Smith, Mayor

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

ATTEST:

**ALBERT D. SEENO CONSTRUCTION CO.**, a California Limited Partnership

By: \_\_\_\_\_  
Lisa Hunderman, City Clerk

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

APPROVED AS TO FORM

ALBERT D. SEENO  
CONSTRUCTION CO., INC., a California Corporation, Managing General Partner

By: \_\_\_\_\_  
Chester H. Adams, City Attorney

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



Recording Requested by and  
When Recorded Mail To:

Teresa Gardner, City Clerk  
City of Sparks  
431 Prater Way  
P.O. Box 857  
Sparks, Nevada 89432-0857



The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

\_\_\_\_\_  
Signature of Declarant or Agent

AC-5530  
Ord No. 2566  
11/13/2018  
AI 11.1

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this 13 day of November, 2018, by and between the CITY OF SPARKS, a municipal corporation of the State of Nevada (“City”); THE FOOTHILLS AT WINGFIELD, LLC, a Nevada Limited Liability Company (“Owner”); ALBERT D. SEENO CONSTRUCTION COMPANY, a California Limited Partnership (“Master Developer”). The City and Owner and Master Developer are sometimes individually referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The City is authorized, pursuant to Chapter 278 of the Nevada Revised Statutes and Title 20 of the Sparks Municipal Code, to enter into development agreements such as this Agreement with persons having a legal or equitable interest in real property in order to establish long-range plans for the development of such property.
- B. Owner has authorized Master Developer to develop the Property legally described by “Exhibit A” (metes and bounds) attached hereto and incorporated herein by reference (the “Property”).
- C. The Property currently consists of three (3) parcels that total 65 acres, as shown in “Exhibit B” (graphic depiction) attached hereto and incorporated herein by reference.
- D. Master Developer proposes developing the Property with residential uses as allowed by the Code in effect on the date of this Agreement and the land uses identified in the master plan amendment and zone change amendment described in Case No. PCN18-0005 and the Land Plan attached hereto and incorporated herein by reference as “Exhibit C.”
- E. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of the City and its inhabitants, (ii) minimize uncertainty in planning for and

securing orderly development of the Property and surrounding areas, (iii) ensure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

- F. As a result of the development of the Property, the City will receive needed housing, jobs, sales and other tax revenues and significant increases to its real estate property tax base that meet or exceed the cost of providing public services, facilities and infrastructure to the Property as described in the Fiscal Analysis attached hereto and incorporated herein by reference as "Exhibit D." The City will additionally receive a greater degree of certainty with respect to the timing and orderly development of the Property and City infrastructure by a developer with significant economic resources and experience in the development process.
- G. The Master Developer understands and acknowledges that there are insufficient public facilities and infrastructure available at the Property in order to properly construct, populate, and serve the Property. Subject to the terms and conditions of this Agreement, the Master Developer agrees to provide the necessary improvements to public facilities and infrastructure on the Property and outside the Property as specifically provided for in the Infrastructure Plan attached hereto and incorporated herein by reference as "Exhibit E."
- H. The Master Developer understands and acknowledges that due to the Property's location and characteristics, certain design requirements and development restrictions as stated in this Agreement are appropriate and necessary.
- I. The Owner and Master Developer understand and acknowledge that the Property is located within Impact Fee Service Area Number 1 and that development of the Property is subject to applicable impact fees as determined by the City from time to time.
- J. The Master Developer desires to enter into a development agreement with City pursuant to NRS 278.0201 to obtain reasonable assurances that it may develop the Property in accordance with the terms, conditions and intent of this Agreement. The Master Developer's decision to enter into this Agreement and commence development of the Property is based on expectations of proceeding and the right to proceed with the Property in accordance with this Agreement and any other Applicable Rules.
- K. The Master Developer further acknowledges that this Agreement was made part of the record at the time of its approval by the City Council and that the Master Developer agrees without protest to the requirements, obligations, limitations, and conditions imposed by this Agreement.
- L. The City Council, having determined that the development of the Property in the manner proposed in Exhibits C, D, and E is beneficial to the City, that this Agreement is in conformance with the City's Comprehensive Plan, the Sparks Municipal Code, and state and federal law, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by relevant law, and

after introducing this agreement by ordinance at a public meeting on \_\_\_\_\_ and after a subsequent public hearing to consider the substance of this Agreement on \_\_\_\_\_, found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Sparks.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **SECTION ONE DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Administrator” means the person holding the position of City Manager of the City of Sparks at any time or his designee.

“Agreement” means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

“Applicable Rules” means and refers to:

- (a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date, including without limitation City ordinances, resolutions, or regulations governing the permitted uses of land, density and standards for design;
- (b) This Agreement; and
- (c) The term “Applicable Rules” does not include:
  - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
  - (ii) Any fee or monetary payment prescribed by City ordinance which is applied to any development or construction subject to the City’s jurisdiction; or
  - (iii) Any applicable state or federal law or regulation.

“Building Codes” means the Building Codes and Fire Codes in effect at the time of issuance of a permit for a particular development activity.

“City” means the City of Sparks, together with its successors and assigns.

“City Council” means the Sparks City Council.

“Code” means the Sparks Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals, appendices, and other references adopted therein.

“Development Parcels” means legally subdivided parcels of land within the Project that are intended to be developed or further subdivided.

“Development Area” means the areas of the Property that the Master Developer expects or plans to develop, as shown in Exhibit B and Exhibit C to this Agreement.

“Effective Date” means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Washoe County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

“Entitlement” means any land use approval, including without limitation, any master plan or other zoning approval, annexation, Subdivision Map, tentative map, final map, parcel map, special use permit, permitted land use, density of tentative or final mapped Development Parcels, building permit, grading permit, and other land use entitlements or permits, issued for the Project or any portion of the Property or in favor of Master Developer or its successor(s) in connection with the development of the Property.

“Entitlement Request” means a request by Master Developer or its authorized designee for any land use approval for development of the Project in accordance with this Agreement, including, without limitation, parcel map, tentative subdivision map or final subdivision map, and including the annexation, master plan amendment, and zoning amendment contemplated by this Agreement.

“Infrastructure Plan” means a collection of documents that fully describe the public and private infrastructure, on and off the Property, necessary to support the adopted Land Plan and the proposed method(s) of financing construction of the public infrastructure included therein, including, but not limited to, grading plans, drainage studies, sanitary sewer studies, traffic studies, and utility improvement plans.

“Land Plan” means a collection of documents that fully describe the physical characteristics of the Property and the permitted uses of the Property, including, but not limited to, a detailed description and depiction of the permitted uses and associated densities, intensities and locations within the Project; physical characteristics of the Property such as floodplain, slope and soil, Slope Analysis, the availability and accessibility of water that meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the Project, the availability and accessibility of utilities, the availability and accessibility of public services, the availability and accessibility of water and services for fire protection, prevention and containment, and the effect of the Project on existing public streets. attached to this Agreement as Exhibit C.

“Master Developer” means ALBERT D. SEENO CONSTRUCTION COMPANY, a California Limited Partnership, and its successors and assigns as permitted by the terms of this Agreement.

“Nonconforming Entitlement Request” means a request by Master Developer or its authorized designee for any amendment to this Agreement, Land Plan amendment, master plan amendment, or zoning amendment, or an application for a Subdivision Map which, when evaluated in conjunction with all existing Entitlements and potential future development in the Project, proposes a total number of units which will result in the Project having less than the minimum or more than the maximum number of permitted units set forth in Section 3.1 at Project build out.

“Owner” means FOOTHILLS AT WINGFIELD, LLC, a Nevada Limited Liability Company, the entity that holds title to the real property described by Exhibit A, and its successors and assigns as permitted by the terms of this Agreement.

“Party,” when used in the singular form, means either Owner, Master Developer, or City, and in the plural form of “Parties” means Master Developer, Owner, and City.

“Project” means the Property and any and all improvements provided for or constructed thereupon.

“Project Entrance” means the intersection of Touchdown Drive and the street providing primary access to the Project.

“Property” means that certain 65 gross acres of real property that are the subject of this Agreement as described in Exhibit A.

“Subdivision Map” means any instrument under the Nevada Revised Statutes and the Code that legally subdivides property or gives the right to legally subdivide property.

“Term” means the temporal duration of this Agreement.

## **SECTION TWO APPLICABLE RULES AND CONFLICTING LAWS**

### ***2.1 Reliance on the Applicable Rules***

City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Project in accordance with the terms of this Agreement, the Land Plan, the Infrastructure Plan, and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the Code except as provided in Section 2.2 below.

### ***2.2 Application of Subsequently Enacted Rules by the City***

The City shall not amend, alter or change any Applicable Rule as applied to the development of the Project, or apply a new fee, rule, regulation, resolution, policy or ordinance to the development of the Project, except as follows:

- (a) The development of the Project shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.
- (b) The application of a new uniformly applied rule, regulation, resolution, policy or ordinance to the development of the Project is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, does not reduce the permitted density or land use types, does not prevent the type of units or number of permitted units in the Project as set forth in this Agreement, and is consistent with the efficient development and preservation of the entire Project.
- (c) Nothing in this Agreement shall preclude the application to the Project of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations necessary to protect the health, safety and welfare of City residents. In such event, the provisions of Sections 2.4 and 2.5 of this Agreement are applicable.
- (d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Project, other than pursuant to one of the above Sections 2.2(a), 2.2(b) or 2.2(c), the Master Developer shall have the option, in its sole discretion, of accepting or rejecting such new or amended rules by giving written notice of such acceptance or rejection within 90 days of the application of such new or amended rules to the Project. If accepted, City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time. If rejected, the new or amended rules will not apply to the Project. Master Developer's failure to accept or reject new or amended rules within 90 days constitutes acceptance of the new or amended rules for that instance.

### ***2.3 Application of New Fees***

Notwithstanding Section 2.2 above, City may increase existing cost-based processing fees, entitlement processing fees, Entitlement Request fees, inspection fees, plan review fees, facility fees, sewer connection fees, effluent fees, and any other fees that uniformly apply to all or similarly situated development in the City.

### ***2.4 Conflicting Federal or State Rules***

In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

- (a) Notice of Conflict. A Party, upon learning of any such matter, will provide the other Parties with written notice of the conflicting laws or regulations and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and
- (b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

### **2.5 City Council Hearings**

In the event a Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing and may support or oppose such change. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing.

## **SECTION THREE PLANNING AND DEVELOPMENT OF THE PROJECT**

### **3.1 Permitted Uses and Density**

Subject to all the terms and conditions of this Agreement, Master Developer agrees to build the Project described by Exhibit C subject to the design standards adopted in the Code and as follows:

- (a) Number of Units Permitted: 420 dwelling units minimum; 475 dwelling units maximum
- (b) Permitted Residential Unit Types: Single Family Detached/Attached
- (c) Gross Density: 7.3 du/acre maximum

### **3.2 Legal Right to Access the Property**

Prior to the approval of any tentative map relating to the Project, Master Developer shall provide evidence to the satisfaction of the Administrator, in the Administrator's sole discretion, that Master Developer and/or Owner is authorized by the Bureau of Land Management (BLM) to cross lands owned and/or managed by BLM for the use of the Property, including the proposed land uses and residential densities for the Project described in this Agreement.

### **3.3 Required Infrastructure Improvements**

Subject to all the terms and conditions of this Agreement, Master Developer agrees to construct all infrastructure necessary to support the Project as described in Exhibit E. Master Developer further agrees to install, at Master Developer's expense, off-site infrastructure necessary to provide services to the Project, including without limitation:

- (a) Sanitary sewer conveyance upgrades that are necessary based on the increased flows resulting from the anticipated land use changes and the topography of the site and surrounding areas.
- (b) Improvements to streets, sidewalks, curbs, and gutters that are necessary based on the increased traffic resulting from the anticipated land use changes in the Project. This includes but is not limited to off-site improvements as follows:
  - (i) Prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in the Project, all streets from the intersection of Vista Boulevard and Homerun Drive to the Project Entrance shall comply with the 2012 Standard Specifications for Public Works Construction Revision 7. Roadways shall be improved to meet the City of Sparks Standard Residential Street Section to the approval of the City Engineer and the Fire Chief. The roadway construction schedule shall be coordinated with the City's Parks and Recreation Department and Community Services Department. To maintain public access to Golden Eagle Regional Park for the duration of all construction of the Project, Master Developer shall be responsible for all damages caused by Master Developer's activities to all streets, sidewalks, curbs, gutters, and other improvements from the intersection of Vista Boulevard and Homerun Drive to the Project Entrance, and shall repair all such damages to the approval of the City Engineer. Any repairs or maintenance made necessary or prudent due in whole or in part to Master Developer's activities concerning the Project shall be made within 24 hours of notice by telephone call to Master Developer or Master Developer's general contractor, as applicable, unless another time for repairs is agreed upon by the City. If repairs or maintenance are not timely completed, City may cause such repairs or maintenance to be completed at Master Developer's cost and expense.
  - (ii) Prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in excess of seventy-five (75) dwelling units in the Project, the intersection of Vista Boulevard, Homerun Drive, and Scorpius Drive shall be improved to include one exclusive left turn lane, one shared left turn-through lane, and one exclusive right turn lane at the south approach. The existing right turn lane at the west approach of the intersection of Vista Boulevard, Homerun Drive, and Scorpius Drive shall be lengthened to provide a minimum of 465 feet of storage/deceleration length with a 180-foot taper. The intersection improvements shall comply with the 2012 Standard Specifications for Public Works Construction Revision 7. The pavement structural section (asphalt and base) shall be



approved by the City Engineer. The roadway construction schedule shall be coordinated with the City's Parks and Recreation Department and Community Services Department.

- (iii) Prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in the Project, traffic control at the intersection of Homerun Drive and Touchdown Drive shall be modified to include stop sign control at the south and east approaches while the left turn and through movements at the north approach flow freely. This intersection shall also be improved with an exclusive left turn lane at the north approach. Pavement markings and signage shall be installed to the approval of the City Engineer. The installation schedule shall be coordinated with the City's Parks and Recreation Department and Community Services Department.
- (iv) Prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in the Project, the intersection of Touchdown Drive and the primary access to the Project shall be a three-leg intersection with stop sign control at the east approach and an exclusive left turn lane at the north approach. The north and south approaches shall flow freely. The installation schedule shall be coordinated with the City's Parks and Recreation Department and Community Services Department.
- (v) The primary access to the Project and all internal streets and sidewalks shall be designed to City of Sparks standards. The primary access to the Project shall be privately maintained until such time as the City, in its sole discretion, accepts ownership and/or maintenance responsibilities for such primary access. The Parties acknowledge and agree that nothing contained in this Agreement constitutes in any way a pre-approval, authorization, or acceptance of dedication or any ownership or maintenance responsibility for any street, sidewalk, or other infrastructure. All internal residential streets and sidewalks shall be privately owned and maintained. Prior to the approval of any tentative map relating to the Project, Master Developer shall provide to the City a copy of a report estimating the costs to maintain, repair, replace, or restore all privately owned streets and sidewalks serving or located within the Project for a period of at least thirty (30) years. The report shall include, without limitation, an estimate of the total annual assessment that may be necessary to cover the cost of maintaining, repairing, replacing, or restoring the privately owned streets and sidewalks and an estimate of the funding plan that may be necessary to provide adequate funding. The City may refuse to approve a tentative map if the report does not comply with Nevada law pertaining to reserve studies. The report must be completed by a person who holds a permit issued pursuant to NRS Chapter 116A.
- (vi) The Master Developer shall provide a traffic circulation plan that discourages or prevents Golden Eagle Regional Park traffic from utilizing

the primary access to the Project and internal residential streets. Access to the City of Sparks maintenance facility must be considered and accommodated within any traffic circulation plan and street design. Master Developer and Owner shall not obstruct ingress or egress to Golden Eagle Regional Park at any time.

- (vii) Master Developer shall provide pedestrian and bicycle access routes from the Project to the existing pedestrian and bicycle network within Golden Eagle Regional Park. The locations and design requirements for such pedestrian and bicycle access routes shall be established with an application for the applicable tentative map.
- (c) Flood control and drainage improvements that are necessary based on the anticipated land use changes in the Project. Master Developer shall design and construct all flood control and drainage improvements, whether onsite or off-site, required to comply with the Truckee Meadows Regional Drainage Manual and the approval of the Administrator. Design rainfall depths shall utilize the 24-hour point precipitation frequency estimates from the National Oceanic and Atmospheric Administration Atlas 14 (NOAA Atlas 14). Master Developer shall obtain and provide to the Administrator a copy of any required Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision or other documentation prior to the approval of any tentative map for the Project. Master Developer shall obtain and provide to the Administrator a copy of any required FEMA Letter of Map Revision or other documentation prior to the issuance of any certificate of occupancy for and/or final inspection of any dwelling unit in the Project.
- (d) Public safety conditions and improvements that are necessary based on the anticipated land use changes in the Project, including, without limitation:
  - (i) A second fire apparatus access road shall be completed to the approval of the City Engineer and the Fire Chief prior to the storage of any combustible materials on the Property. The second fire apparatus access road shall be an all-weather material with a minimum width of twenty (20) feet, shall be located outside the 100-year flood plain, and shall be private, gated, and secured and posted as a second fire apparatus access road to the approval of the City Engineer and the Fire Chief. The Parties acknowledge and agree that it may be necessary or desirable for Master Developer and/or Owner to acquire an easement or purchase real property from the City to accommodate the second fire apparatus access road. The Parties further acknowledge and agree that in such an event, the City may, in its sole discretion, accept or reject the proposed location of such real property, and the purchase price of such interest in real property will be determined by an appraisal and a review appraisal obtained at Master Developer's sole cost and expense. Master Developer shall repair or replace any improvements that are damaged or removed in the course of constructing the second fire

apparatus access road to the approval of the City Engineer. The Parties further acknowledge and agree that nothing contained in this Agreement constitutes in any way a pre-approval or authorization of any purchase, sale, or other transfer of ownership of or other interest in real property.

- (ii) Prior to storage of any combustible materials on the Property, fire hydrants shall be installed throughout the Property to the approval of the Fire Chief.
  - (iii) Construction of all streets shall comply with design requirements set forth in the City of Sparks Site Development Fire Prevention Policy Guide and shall be to the approval of the City Engineer and the Fire Chief.
  - (iv) Prior to the approval of any tentative map relating to the Project, Master Developer shall create and submit a Fire Protection Plan to the Fire Chief for review and approval in accordance with the then current edition of the International Wildland Urban Interface Code. The Fire Protection Plan must contain provisions for defensible space around the perimeter of the Project, which may include, without limitation, the entity responsible for maintaining defensible space acquiring an easement or other permission to enter upon land north of the Property for the purpose of weed abatement to maintain defensible space on the northern boundary of the Property.
- (e) Master Developer shall establish an open space buffer of no less than twenty-five (25) feet in width to accommodate a combination of evergreen and deciduous trees and shrubs along the western boundary of the Property. Landscaping shall be installed and maintained within this buffer for the screening of the lights and noises generated at Golden Eagle Regional Park to the approval of the Administrator. With the recordation of each final subdivision map, the Master Developer shall convey the lands designated as open space to the entity responsible for maintaining the lands designated as open space.
- (f) All infrastructure, whether onsite or off-site, shall be constructed in substantial conformance with:
- (i) Applicable construction standards;
  - (ii) Design standards required for dedication to the City of Sparks, if applicable; and
  - (iii) Approval of the Administrator.

### ***3.4 Fiscal Analysis Revision***

Prior to submitting any Nonconforming Entitlement Request for consideration, Master Developer agrees to update the comprehensive Fiscal Analysis of the Project attached hereto as Exhibit D to include any new or amended elements of the Project contemplated by the associated

Nonconforming Entitlement Request. Upon approval of the respective Nonconforming Entitlement Request, the updated Fiscal Analysis shall be incorporated into this Agreement as an addendum to Exhibit D. So long as the Project is being developed in accordance with the Land Plan, the Infrastructure Plan, and this Agreement, no revisions or update to the Fiscal Analysis shall be required, including in connection with an Entitlement Request.

### **3.5 Entitlement Requests**

- (a) City shall reasonably cooperate with Master Developer to:
  - (i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules, Land Plan, and Infrastructure Plan; and
  - (ii) Promptly consider the approval of Entitlement Requests, subject to reasonable conditions not otherwise in conflict with the Applicable Rules, Land Plan, or the Infrastructure Plan.
- (b) Comprehensive Plan Amendment. The Parties acknowledge and agree that the Property's existing and equivalent land use designation in the City's Comprehensive Plan must be amended to allow for the development of the uses and densities provided for herein. Master Developer has submitted a Comprehensive Plan Amendment in accordance herewith as Case No. MPA18-0001 and the terms and conditions of any approval of such application shall be deemed in conformance with and incorporated by reference as part of the Land Plan and Infrastructure Plan.
- (c) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by rezoning the Property to allow for the development of the uses and densities provided for herein. Master Developer has submitted a proposed zone change in accordance herewith as Case No. RZ18-0001, and the terms and conditions of any approval of such application shall be deemed in conformance with and incorporated by reference as part of the Land Plan and Infrastructure Plan.
- (d) Concurrent Processing of Initial Entitlement Requests. The Parties agree that the most efficient and expeditious manner in which to process the Entitlement Requests described in Section 3.5(b)-(c) is to consolidate final approval of all of the respective Entitlement Requests at a single meeting of the City Council. The City agrees to process the Entitlement Requests described in Section 3.5(b)-(c) concurrently in order to present them to the Sparks Planning Commission and the City Council as a single set. Master Developer agrees to waive any statutory or Code requirements related to limitations of time for processing individual Entitlement Requests in order to facilitate final action on the entitlements described in Section 3.5(b)-(c) at single meetings of the Planning Commission and City Council.

- (e) Other Entitlement Requests. Except as provided herein, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements. The Parties acknowledge and agree that nothing contained in this Agreement constitutes in any way a pre-approval or authorization of any Entitlement Request.

### ***3.6 Modification or Amendment of the Agreement***

This Agreement may not be modified or amended, except by the mutual written agreement of the Parties.

### ***3.7 Deviation from Design Standards***

Any request for variance or deviation from a particular requirement of the Code for a particular Development Parcel or lot shall be processed and considered according to the requirements of the Code in effect on the Effective Date, unless otherwise agreed to by Master Developer.

### ***3.8 Anti-Moratorium***

The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property, including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use or develop land that are issued or granted by City shall apply to the development of the Project or any portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

- (a) Comply with any state or federal laws or regulations as provided by Section 2.4, above;
- (b) Alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) Maintain City's compliance with federal and state sewerage, storm water conveyance, storm water discharge, water system, and utility regulations and permits. The Parties acknowledge and agree that nothing contained in this Agreement constitutes in any way a reservation of sanitary sewer capacity.

### **3.9 Property Dedications to City**

Except as provided herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or other encumbrances.

### **3.10 Inclusion of Additional Property**

The City Council will consider the inclusion of additional property (“Additional Parcels”) in the Project by formal amendment of this Agreement provided that:

- (a) Each Additional Parcel is contiguous to some portion of the Property or immediately across the street;
- (b) Development of each Additional Parcel must conform to this Agreement; and
- (c) Master Developer obtains the necessary annexation, zoning, and land use approvals and approval of all necessary technical studies for each Additional Parcel. In no event shall this Agreement be amended to include Additional Parcels without contemporaneously amending Exhibits A through E to reflect the proposed expansion of the Project.

The Parties agree that nothing contained in this Agreement constitutes in any way a pre-approval or authorization of the inclusion of Additional Parcels in the Project.

### **3.11 Special Improvement District**

City agrees to consider and, if appropriate, process and facilitate, with due diligence, any applications made by Master Developer for the creation of a special improvement district. The Parties agree that nothing contained in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district, and any application to create a special improvement district must be processed and approved in accordance with state law and the Applicable Rules.

## **SECTION FOUR REVIEW OF DEVELOPMENT**

### **4.1 Frequency of Review**

At City’s request, Master Developer shall appear before the City Council to review the Master Developer’s compliance with the terms of this Agreement pursuant to NRS 278.0205. The Parties agree that the first review shall occur no later than twelve (12) months after the Effective Date of this Agreement, and Master Developer shall provide an updated report every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon thirty (30) days’ written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer’s and City’s material compliance with the terms of this Agreement

during the preceding reporting period. The report shall contain information regarding the progress of development within the Project, including, without limitation:

- (a) Data showing the total number of units built and approved on the date of the report;
- (b) Specific densities within each subdivision and within the Project as a whole; and
- (c) The status of development within the Project and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees, and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review may, at the request of either Party, be continued to afford reasonable time for response.

#### ***4.2 Opportunity to be Heard***

The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement.

#### ***4.3 Action by the City Council***

At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205, NRS 278.02053, and/or this Agreement.

## **SECTION FIVE DEFAULT**

#### ***5.1 Material Default; Opportunity to Cure***

In the event of any material default of any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the material default cannot reasonably be cured within the ten (10) day cure period, the defaulting Party may timely cure the material default for purposes of this Section if it commences

the appropriate remedial action within the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date on which the ten (10) day notice of material default and opportunity to cure was received by the defaulting Party.

If the material default is corrected, then no default shall exist and the noticing Party shall take no further action. If the material default is not corrected within the relevant cure period, the defaulting Party is in default, and the Party alleging material default may elect any one or more of the following courses.

- (a) Amendment or Termination by City. After proper notice and the expiration of the above-referenced period for Master Developer to correct the alleged material default, the City may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council. Following consideration of the evidence presented before the City Council and a finding that a material default has occurred by Master Developer and remains uncured, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any Entitlement held in the Project and/or in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a material default existed and whether City was entitled to terminate this Agreement.
- (b) Termination by Master Developer. In the event City materially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after providing notice and an opportunity to cure as set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action for specific performance or other appropriate judicial remedy.

## ***5.2 Force Majeure; Unavoidable Delay; Extension of Time***

Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

## ***5.3 Limitation on Monetary Damages***



The Parties agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the Parties (or their permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person or entity for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

#### **5.4 *Venue***

Jurisdiction for judicial review under this Agreement shall rest exclusively with the Second Judicial District Court, County of Washoe, State of Nevada or the United States District Court, District of Nevada. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, unless a Party is seeking injunctive relief, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

#### **5.5 *Waiver***

Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

#### **5.6 *Applicable Laws; Attorney Fees***

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each Party shall bear its own attorney fees and court costs in connection with any legal proceeding hereunder, and in no event shall any prevailing Party in such a legal proceeding be entitled to an award of attorney fees.

### **SECTION SIX GENERAL PROVISIONS**

#### **6.1 *Duration of Agreement***

The Term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. Master Developer shall have the right to request one extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement;
- (c) The City Council finds that an extension is in the best interests of the City; and
- (d) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

### **6.2 Expiration of the Agreement**

Expiration of the Agreement Term pursuant to Section 6.1 shall not in any manner rescind, modify, or terminate any Entitlement in the Project and/or in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the expiration, and future development of any other portion of the Project not holding such Entitlements shall be subject to all applicable Codes in effect at the time of development. The Parties agree that, in the event of such expiration, the Master Developer shall consent to the City reverting the land use and/or zoning designations on any undeveloped portion of the Property back to the respective land use and/or zoning designations applicable to such undeveloped portion of the Property on the Effective Date of this Agreement.

### **6.3 Assignment**

The Parties acknowledge that the intent of this Agreement is that there is a master developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement. At any time during the Term, Master Developer may sell, assign or transfer all or any portion of its rights, title and interests in the Property, Project (including rights to develop such property in accordance with this Agreement), and this Agreement to any person or entity for development, so long as Master Developer remains, or a successor master developer has assumed through a written assignment and assumption agreement provided to the City, and is obligated and responsible as master developer of the Project for:

- (a) Performance under this Agreement;
- (b) Completion of backbone infrastructure for the Project; and
- (c) Completion of common areas through dedication and acceptance by a common interest community or limited purpose association under NRS Chapter 116.

### **6.4 Indemnity; Hold Harmless**

Except as expressly provided in this Agreement, Master Developer and Owner shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from

the direct or indirect operations of Master Developer and/or Owner or those contractors, subcontractors, agents, employees, or other persons acting on Master Developer's and/or Owner's behalf that relate to the development of the Project. Master Developer and Owner agree to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's and/or Owner's activities in connection with the development of the Project other than any challenges to the validity of this Agreement or City's approval of related Entitlements. The Parties agree to equally pay all costs and attorney fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees, or representatives. This Section shall survive any termination of this Agreement.

#### **6.5 *Binding Effect of Agreement***

Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the Property that is the subject of this Agreement.

#### **6.6 *Relationship of Parties***

It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any purpose.

#### **6.7 *Counterparts***

This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

#### **6.8 *Notices***

All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City: City of Sparks  
Attention: City Manager  
431 Prater Way  
Sparks, Nevada 89431

To Owner: Foothills at Wingfield, LLC  
4021 Port Chicago Hwy  
Concord, CA 94520

To Master Developer: Albert D. Seenoo Construction Co.  
4021 Port Chicago Hwy  
Concord, CA 94520

Any Party may change its address by giving notice in writing to the others and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

#### **6.9 *Entire Agreement***

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

#### **6.10 *Waiver***

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

#### **6.11 *Recording; Amendments***

Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Washoe County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Washoe County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Washoe County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Washoe County, Nevada.

#### **6.12 *Headings; Exhibits; Cross References***

The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references

contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

**6.13 Severability of Terms**

If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

**6.14 Exercise of Discretion**

Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

**6.15 No Third-Party Beneficiary**

This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees, if any. No third-party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Project, residing in the Project, or residing outside the Project shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by any Party hereto.

**6.16 Gender Neutral**

In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

**CITY OF SPARKS**, a municipal corporation of the State of Nevada

**THE FOOTHILLS AT WINGFIELD, LLC**, a Nevada Limited Liability Company

By: [Signature]  
Ron Smith, Mayor

By: [Signature]

ATTEST:

By: [Signature] **City of Sparks**  
Teresa Gardner, City Clerk

**ALBERT D. SEENO CONSTRUCTION CO.**, a California Limited Partnership

By: [Signature]

APPROVED AS TO FORM

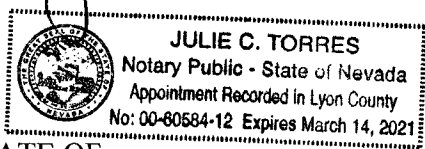
By: [Signature]  
Chester H. Adams, City Attorney

ALBERT D. SEENO  
CONSTRUCTION CO., INC., a California Corporation, Managing General Partner

By: \_\_\_\_\_  
Name: LOUIS PARSONS  
Its: Authorized Agent

STATE OF Nevada )  
COUNTY OF Washoe ) ss.

This instrument was acknowledged before me this 14 day of Nov, 2018,  
by [Signature]



[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public







EXHIBIT "A"  
LEGAL DESCRIPTION  
APN 084-550-02, 084-550-07, & 084-550-08

Three parcels of land being the same as Parcel D of Parcel Map No. 115, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 11, 1974, as File No. 346696, and the Southwest Quarter (SW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) and the Northwest Quarter (NW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) of Section 18, Township 20 North, Range 21 East, MDM, being more particularly described as follows:

Beginning at the East Quarter corner of said Section 18;  
thence along the East boundary of said Section 18 North 00°36'37" East a distance of 1321.50 feet to the Northeast corner of said Parcel D, also being the North 1/16 corner of said Section 18;  
thence departing said East boundary and along the North boundary of said Parcel D North 89°21'52" West a distance of 1318.34 feet to the Northwest corner of said Parcel D also being the North-East 1/16 corner of said Section 18;  
thence departing said North boundary and along the West boundary of said Parcel D South 00°30'07" West a distance of 1320.71 feet to the Center-East 1/16 corner;  
thence continuing along said West boundary South 00°29'21" West a distance of 660.27 feet to the Southwest corner of said Parcel D also being the Center-North-Southeast 1/64 corner of said Section 18;  
thence departing the boundary of said Parcel D and along the West boundary of said Northwest Quarter (NW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) South 00°29'21" West a distance of 330.14 feet to the Center-South-North-Southeast 1/256 corner;  
thence along the West boundary of said Southwest Quarter (SW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) South 00°29'21" West a distance of 330.14 feet to the South-East 1/16 corner;  
thence along the South boundary of said Southwest Quarter (SW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) South 89°17'48" East a distance of 328.41 feet to the Center-West-East-Southeast 1/256 corner;  
thence along the East boundary of said Southwest Quarter (SW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) North 00°30'47" East a distance of 330.18 feet to the Southwest-Northeast-Southeast 1/256 corner;  
thence along the East boundary of said Northwest Quarter (NW ¼) of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Southeast Quarter (SE ¼) North 00°30'47" East a distance of 330.18 feet to a point on the South boundary of said Parcel D, also being the Center-West-Northeast-Southeast 1/256 corner;  
thence along the South boundary of said Parcel D South 89°18'48" East a distance of 986.05 feet to the Southeast corner of said Parcel D, also being the North-South 1/64 corner of said Section 18;

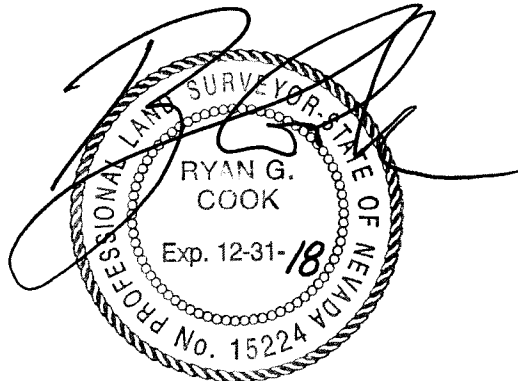
EXHIBIT "A"

thence along the East boundary of said Section 18 North 00°35'06" East a distance of 660.65 feet to the Point of Beginning.

Said parcel contains an area of approximately 64.87 acres.

Basis of Bearings: Identical to those shown on Record of Survey Map 4319, File Number 2964693, recorded December 9, 2003, in the Official Records of Washoe County, Nevada, being Nevada State Plane Coordinate System, West Zone (NAD 93/94).

*Description Prepared By:*  
*Ryan G. Cook, PLS 15224*  
*Summit Engineering Corp.*  
*5405 Mae Anne Avenue*  
*Reno, Nevada 89523*  
*(775) 747-8550*  
*ryan@summitnv.com*



2-20-2018

CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

# EXHIBIT "B"

### BASIS OF BEARINGS AND COORDINATES:

NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83, GRS 83, ZONE 12N, USED FOR THIS SURVEY. STATION 25, 2000 UTM METER GRID COORDINATE SYSTEM, USED FOR THIS SURVEY. PERMITS ARE REQUIRED FOR ALL SURVEYS IN NEVADA. THE U.S. SURVEY FOOT. ALL DIMENSIONS ON THIS MAP ARE GROUND DIMENSIONS.

### SURVEYOR'S CERTIFICATE

- I, DON M. HAWARD, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
- THIS IS AN ACCURATE REPRESENTATION OF THE LANDS SURVEYED BY ME AT THE REQUEST OF THE CITY OF SPARKS.
- THE LANDS SURVEYED ARE WITHIN A PORTION OF SECTIONS 18, 20N, 31E, 12W, CO. OF SPARKS, WASHINGTON COUNTY, NEVADA.
- THE PLAT CORNER WITH THE CHARACTERISTIC STONE MONUMENT AND ANY LOCAL MONUMENTS IN EXCESS ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 638 OF THE NEVADA ADMINISTRATIVE CODE.
- THE MONUMENTS SHOWN ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.
- THE RECORD OF SURVEY IS NOT IN CONFLICT WITH RES. 346, AND NO OTHER LAWS ARE BEING VIOLATED.

DON M. HAWARD  
 DON M. HAWARD  
 SURVEYOR  
 REG. 21164-03  
 10/15/00

### LEGEND:

- F.L. MONUMENT AS NOTED
  - F.L. SECTION CORNER AS NOTED
  - F.L. 1/4 SECTION CORNER AS NOTED
- 1887 2 1/2 F.L. 1/4 SECTION CORNER AS NOTED  
 (GLO 1320) DATA PER GLO PLAT  
 [36.48] RECORD DATA PER PARCEL MAP 115 FILE NO. 346898



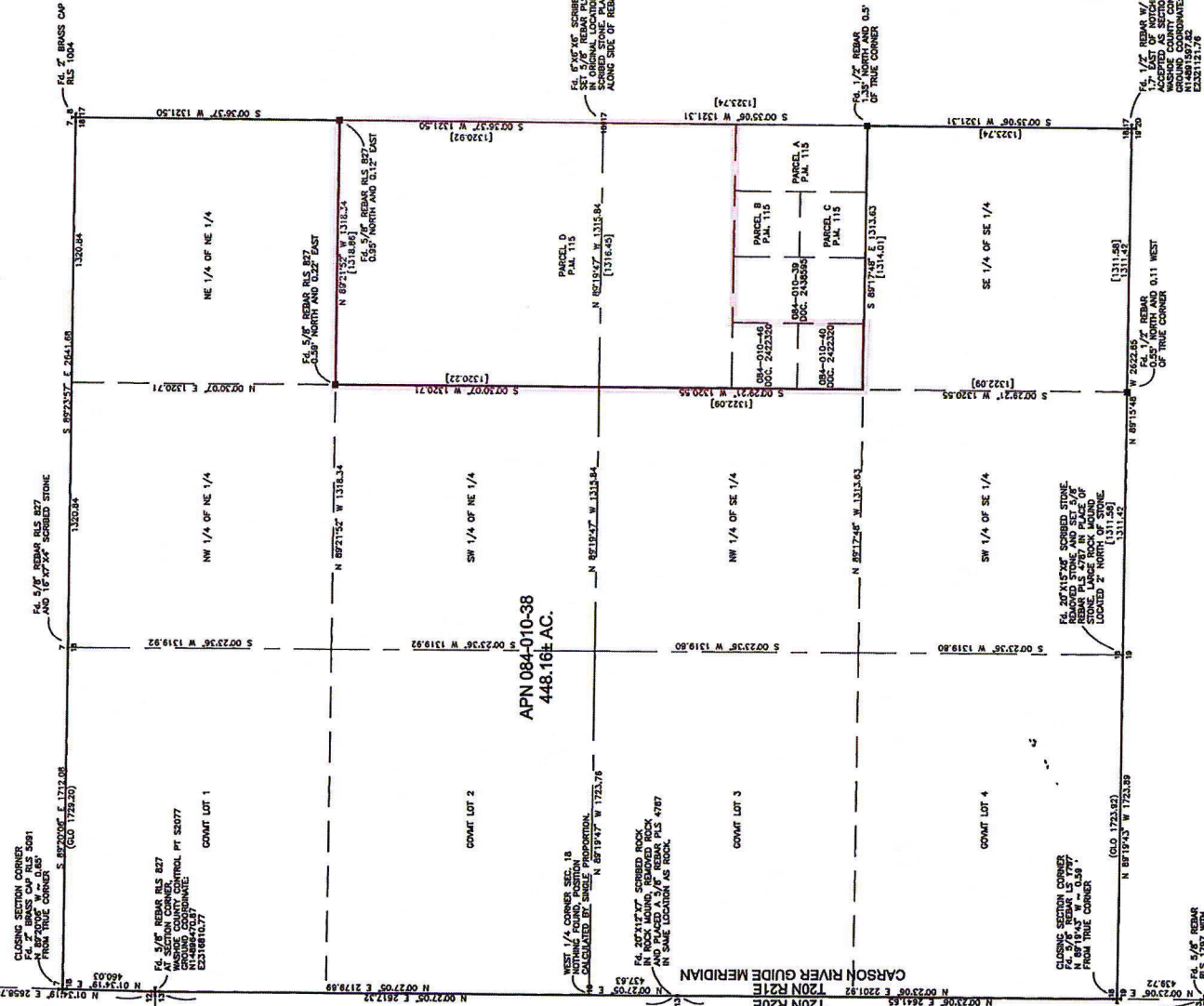
RECORD OF SURVEY FOR THE CITY OF SPARKS SECTION 18, T20N, R21E, M0N

FILE NO. 21164-03  
 FILE 21.00  
 PAID FOR RECORD AT THE REQUEST OF SUMMIT ENGINEERS & SURVEYORS  
 ON THE 9 DAY OF December 2003, AT 11 HOURS P.M.  
 RECORD PA OFFICIAL RECORDS OF WASHINGTON COUNTY, NEVADA COUNTY CLERK  
 BY: C. FAVTLEY

SPARKS WASHINGTON COUNTY NEVADA  
 SUMMIT ENGINEERS & SURVEYORS  
 1000 W. WASHINGTON STREET, SUITE 100  
 SPARKS, NEVADA 89415

SHEET 1 OF 1

Record of Survey Map 4314



CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

# EXHIBIT "B"

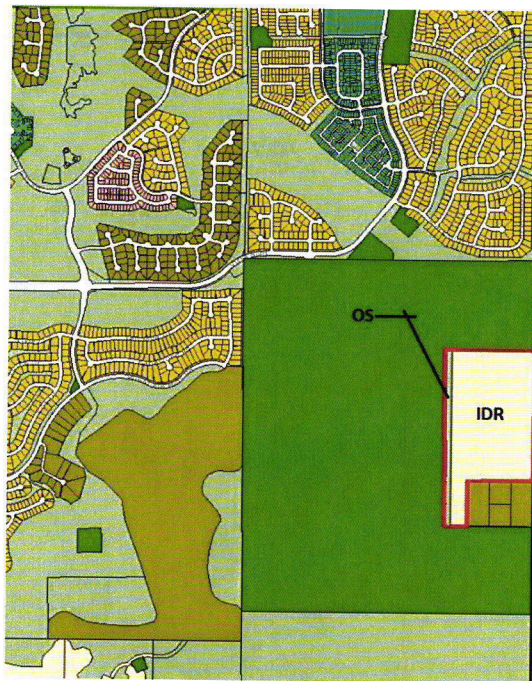




**LEGEND**

- COMMERCIAL (C)
- MULTI-FAMILY (MF24)
- HIGH DENSITY RES. (HDR)
- OPEN SPACE (OS)
- MIXED-USE (MU)
- LARGE LOT RES. (LLR)
- COMMUNITY FACILITIES (CF)
- LOW DENSITY RES. (LDR)
- PROJECT BOUNDARY

**EXISTING COMPREHENSIVE PLAN DESIGNATIONS**



**LEGEND**

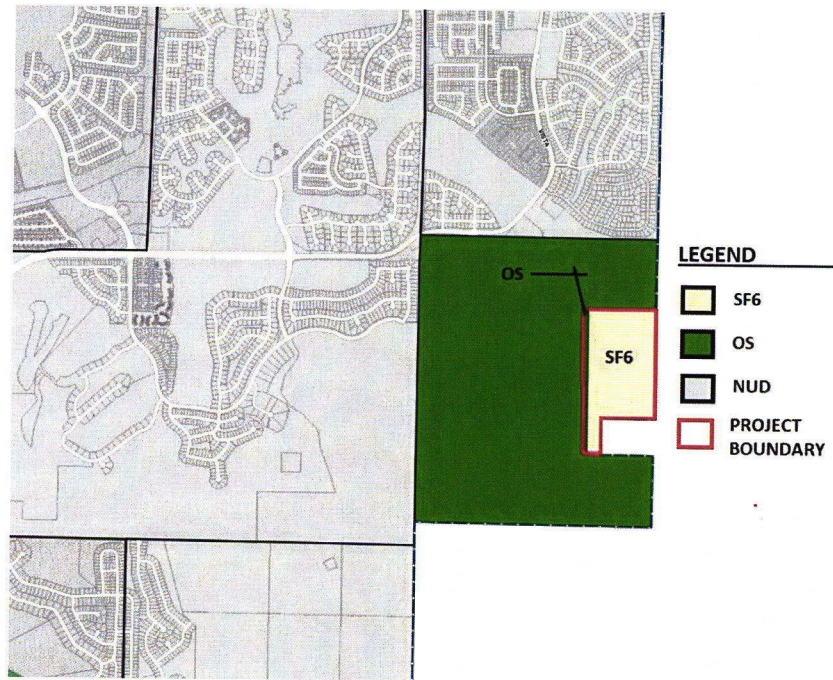
- INTERMEDIATE DENSITY RES. (IDR)
- OPEN SPACE (OS)
- LARGE LOT RES. (LLR)
- COMMUNITY FACILITIES (CF)
- LOW DENSITY RES. (LDR)
- PROJECT BOUNDARY

**PROPOSED COMPREHENSIVE PLAN DESIGNATIONS**





**EXISTING ZONING**



**PROPOSED ZONING**

June 26, 2018

Mr. Michael Railey  
Rubicon Design Group, LLC  
1610 Montclair Avenue, Suite B  
Reno, Nevada 89509

**Re: Update of Fiscal Impact Analysis of Proposed Wingfield Commons Development**

Dear Mr. Railey:

Per your request, I updated the fiscal impact analysis of the proposed Wingfield Commons project originally conducted in February 2018. The update includes the following changes:

1. Reduction of single-family residential units from 530 units to 450 units.
2. Shortening of development period from 12 years (2018-2029) to seven years (2019-2025) and starting the analysis in 2019 instead of 2018.
3. Reduction of length of roads dedicated by the project to the City of Sparks for maintenance from 18,200 linear feet to 5,300 linear feet.

These updates impact both the General and Road Funds considered in the fiscal impact analysis. Table 1 below shows a summary of estimated impacts of Wingfield Commons project on the City of Sparks General Fund from the original February 2018 report and the June 2018 update. The table shows General Fund surplus, over the 20-year analysis period, is expected to increase from \$0.85 million in the original report to \$1.45 million in the June 2018.

This is due to the changes in inflation and buildout periods between the two reports, as well as reduction in the number of residential units. Additionally, the original analysis included a 3% contingency amount estimate, whereas the June 2018 report does not include a contingency cost estimate as this is not an actual cost to the City.

550 West Plumb Lane, Suite B459  
Reno, NV 89509  
(775) 232-7203  
[www.ekayconsultants.com](http://www.ekayconsultants.com)

**EXHIBIT "D"**

**Table 1. Comparison of General Fund Impacts**

Year	February 2018 Report				June 2018 Update					
	Total Project		Annual		Total Project		Annual		Cumulative	
	Revenue	Costs	Revenue	Surplus	Revenue	Costs	Revenue	Surplus	Revenue	Surplus
2018	\$ 2,048	\$ -	\$ 2,048	\$ 2,048	\$ -	\$ 2,048	\$ -	\$ 2,048	\$ 2,048	\$ 2,048
2019	16,044	5,683	10,362	12,410	22,928	5,683	17,245	17,245	19,293	19,293
2020	60,907	50,150	10,757	23,166	85,338	58,918	26,420	26,420	45,713	45,713
2021	135,274	119,173	16,101	39,267	211,341	172,648	38,693	38,693	84,405	84,405
2022	213,398	187,953	25,445	64,712	343,731	286,666	57,065	57,065	141,471	141,471
2023	295,430	265,163	30,267	94,978	478,263	407,316	70,947	70,947	212,418	212,418
2024	381,528	342,233	39,295	134,273	600,139	528,303	71,836	71,836	284,254	284,254
2025	471,855	428,369	43,486	177,759	684,466	612,467	72,000	72,000	356,254	356,254
2026	566,579	514,479	52,100	229,859	705,000	630,384	74,616	74,616	430,870	430,870
2027	665,875	610,335	55,541	285,400	726,150	648,834	77,317	77,317	508,187	508,187
2028	763,543	706,295	57,248	342,647	747,935	667,831	80,103	80,103	588,290	588,290
2029	851,405	801,912	49,493	392,140	770,373	687,394	82,979	82,979	671,269	671,269
2030	899,216	849,580	49,636	441,776	793,484	707,538	85,946	85,946	757,215	757,215
2031	926,192	874,548	51,644	493,420	817,289	728,281	89,008	89,008	846,223	846,223
2032	953,978	900,259	53,719	547,139	841,807	749,639	92,168	92,168	938,391	938,391
2033	982,597	926,733	55,864	603,003	867,061	771,633	95,428	95,428	1,033,819	1,033,819
2034	1,012,075	953,995	58,080	661,083	893,073	794,281	98,793	98,793	1,132,612	1,132,612
2035	1,042,437	982,067	60,370	721,453	919,865	817,601	102,264	102,264	1,234,876	1,234,876
2036	1,073,710	1,010,974	62,737	784,190	947,461	841,614	105,847	105,847	1,340,723	1,340,723
2037	1,105,922	1,040,739	65,183	849,373	975,885	866,341	109,544	109,544	1,450,267	1,450,267
<b>Total</b>	<b>\$ 12,420,013</b>	<b>\$ 11,570,641</b>	<b>\$ 849,373</b>	<b>Total</b>	<b>\$ 12,433,639</b>	<b>\$ 10,983,372</b>	<b>\$ 1,450,267</b>	<b>\$ 1,450,267</b>		

**Table 2. Comparison of Road Fund Impacts**

Year	February 2018 Report				June 2018 Update			
	Total Project Revenue	Total Project Costs	Annual Revenue Surplus	Cumulative Revenue Surplus	Total Project Revenue	Total Project Costs	Annual Revenue Surplus	Cumulative Revenue Surplus
2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2019	-	-	-	-	-	-	-	-
2020	3,516	-	3,516	3,516	3,622	-	3,622	3,622
2021	11,771	493,665	(481,895)	(478,378)	17,719	163,145	(145,426)	(141,804)
2022	20,517	494,346	(473,828)	(952,207)	32,659	164,156	(131,496)	(273,300)
2023	29,778	494,660	(464,882)	(1,417,089)	48,480	164,184	(115,704)	(389,004)
2024	39,576	495,387	(455,812)	(1,872,901)	65,221	164,213	(98,993)	(487,997)
2025	49,935	495,735	(445,800)	(2,318,701)	78,723	164,243	(85,520)	(573,517)
2026	60,879	496,512	(435,633)	(2,754,333)	81,085	164,274	(83,189)	(656,706)
2027	72,436	496,894	(424,458)	(3,178,791)	83,518	164,305	(80,787)	(737,493)
2028	84,631	497,724	(413,093)	(3,591,884)	86,023	164,336	(78,313)	(815,806)
2029	97,493	498,143	(400,650)	(3,992,534)	88,604	164,369	(75,765)	(891,571)
2030	104,356	499,029	(394,673)	(4,387,207)	91,262	164,401	(73,139)	(964,710)
2031	107,486	499,142	(391,656)	(4,778,863)	94,000	164,435	(70,435)	(1,035,145)
2032	110,711	499,257	(388,546)	(5,167,409)	96,820	164,469	(67,649)	(1,102,795)
2033	114,032	499,375	(385,342)	(5,552,751)	99,724	164,504	(64,780)	(1,167,574)
2034	117,453	499,494	(382,041)	(5,934,793)	102,716	164,540	(61,824)	(1,229,398)
2035	120,977	499,617	(378,640)	(6,313,433)	105,798	164,576	(58,778)	(1,288,176)
2036	124,606	499,741	(375,135)	(6,688,568)	108,972	164,613	(55,642)	(1,343,818)
2037	128,344	499,869	(371,524)	(7,060,092)	112,241	164,651	(52,410)	(1,396,228)
<b>Total</b>	<b>\$ 1,398,496</b>	<b>\$ 8,458,589</b>	<b>\$ (7,060,092)</b>		<b>\$ 1,397,186</b>	<b>\$ 2,793,414</b>	<b>\$ (1,396,228)</b>	



Mr. Michael Railey  
June 26, 2018  
Page 4

Table 2 shows the comparison of the impacts of Wingfield Commons project on the City's Road Fund over the 20-year analysis period. The February 2018 report found a deficit for the Road Fund of \$7.1 million over the 20-year analysis period. Reducing the number of length of streets dedicated to the City for maintenance (June 2018 update) decreases the deficit for the Fund to \$1.4 million.

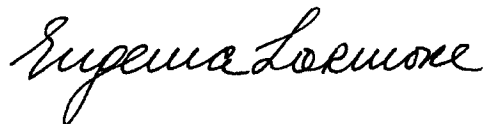
The developer proposes to dedicate only approximately 5,300 linear feet of streets to the City for maintenance, with the remaining streets proposed to be privately maintained. If all project-related streets are privately maintained, the Road Fund will not incur any additional costs associated with the project, resulting in a Road Fund surplus over the 20-year analysis period of \$1.4 million. This is also expected to reduce some General Fund costs, though the exact reduction is difficult to estimate.

The above analysis shows that the Wingfield Commons project is expected to have a **positive fiscal impact** on the City of Sparks, as the projected General Fund surplus is expected to exceed the estimated deficit in the Road Fund.

Updated Appendices 1-9 of the fiscal impact analysis are attached. No changes to methodology or other inputs (other than discussed above) were made in the June 2018 update. Please see the original February 2018 report for methodology, assumptions, and other information.

Please contact me with any questions or concerns.

Sincerely,



Eugenia Larmore, PhD, MBA, CMA, CVA, MAFF

APPENDIX I BUILDOUT ASSUMPTIONS						
YEAR	USE TYPE	SQUARE FEET BUILT	# OF UNITS BUILT	ADDED LAND VALUE	ADDED IMPROVEMENTS VALUE	CONSTRUCTION MATERIALS COST
2019	Single Story SF	-	-	\$ 669,180	\$ -	\$ -
	Two Story SF	-	-	669,180	-	-
<b>Subtotal</b>		-	-	<b>1,338,360</b>	-	-
2020	Single Story SF	21,600	12	2,509,425	1,927,653	963,827
	Two Story SF	31,200	12	2,509,425	2,526,924	1,263,462
<b>Subtotal</b>		<b>52,800</b>	<b>24</b>	<b>5,018,850</b>	<b>4,454,577</b>	<b>2,227,288</b>
2021	Single Story SF	81,000	45	2,509,425	7,373,273	3,686,637
	Two Story SF	117,000	45	2,509,425	9,665,482	4,832,741
<b>Subtotal</b>		<b>198,000</b>	<b>90</b>	<b>5,018,850</b>	<b>17,038,756</b>	<b>8,519,378</b>
2022	Single Story SF	81,000	45	2,509,425	7,520,739	3,760,369
	Two Story SF	117,000	45	2,509,425	9,858,792	4,929,396
<b>Subtotal</b>		<b>198,000</b>	<b>90</b>	<b>5,018,850</b>	<b>17,379,531</b>	<b>8,689,765</b>
2023	Single Story SF	81,000	45	2,509,425	7,671,153	3,835,577
	Two Story SF	117,000	45	2,509,425	10,055,968	5,027,984
<b>Subtotal</b>		<b>198,000</b>	<b>90</b>	<b>5,018,850</b>	<b>17,727,121</b>	<b>8,863,561</b>
2024	Single Story SF	81,000	45	1,840,245	7,824,576	3,912,288
	Two Story SF	117,000	45	1,840,245	10,257,087	5,128,544
<b>Subtotal</b>		<b>198,000</b>	<b>90</b>	<b>3,680,490</b>	<b>18,081,664</b>	<b>9,040,832</b>
2025	Single Story SF	59,400	33	-	5,852,783	2,926,392
	Two Story SF	85,800	33	-	7,672,301	3,836,151
<b>Subtotal</b>		<b>145,200</b>	<b>66</b>	-	<b>13,525,085</b>	<b>6,762,542</b>
<b>TOTAL</b>		<b>990,000</b>	<b>450</b>	<b>\$ 25,094,250</b>	<b>\$ 88,206,733</b>	<b>\$ 44,103,366</b>

APPENDIX I, ASSUMPTIONS:

1. The following land and building costs represent the Developer's best estimate in 2018. Analysis adds land value in the year before construction and improvement value in the year of construction.

	# of Units	Total Square Feet	Projected Sales Price/Unit	Land Value/Unit	Improv. Value/Unit
Single Story SF	225	405,000	\$ 340,000	\$ 55,765	\$ 154,400
Two Story SF	225	585,000	400,000	55,765	202,400
	<b>450</b>	<b>990,000</b>			

Source: Number of units, square footage, improvement value per unit, and projected sales price from Developer. Land value based on data for homes in nearby developments. Source: Washoe County Assessor's website. Improvement values are inflated 2% annually.

2. Construction Materials Cost is estimated at 50% of Building Cost. Source: Discussions with contractors.

**APPENDIX 2  
CITY OF SPARKS  
ESTIMATED NUMBER OF RESIDENTS**

<b>YEAR</b>	<b>USE TYPE</b>	<b># OF UNITS BUILT</b>	<b>CUMUL. # OF OCCUPIED UNITS</b>	<b>CUMUL. NO. OF RESIDENTS</b>	<b>% OF SPARKS POPULATION</b>
2019	Single Story SF	-	-	-	0.00%
	Two Story SF	-	-	-	0.00%
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
2020	Single Story SF	12	-	-	0.00%
	Two Story SF	12	-	-	0.00%
<b>Subtotal</b>		<b>24</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
2021	Single Story SF	45	12	31	0.03%
	Two Story SF	45	12	31	0.03%
<b>Subtotal</b>		<b>90</b>	<b>23</b>	<b>61</b>	<b>0.07%</b>
2022	Single Story SF	45	55	145	0.15%
	Two Story SF	45	55	145	0.15%
<b>Subtotal</b>		<b>90</b>	<b>110</b>	<b>290</b>	<b>0.31%</b>
2023	Single Story SF	45	98	259	0.28%
	Two Story SF	45	98	259	0.28%
<b>Subtotal</b>		<b>90</b>	<b>197</b>	<b>519</b>	<b>0.55%</b>
2024	Single Story SF	45	142	374	0.40%
	Two Story SF	45	142	374	0.40%
<b>Subtotal</b>		<b>90</b>	<b>284</b>	<b>747</b>	<b>0.80%</b>
2025	Single Story SF	33	185	488	0.52%
	Two Story SF	33	185	488	0.52%
<b>Subtotal</b>		<b>66</b>	<b>371</b>	<b>976</b>	<b>1.04%</b>
2026	Single Story SF	-	217	572	0.61%
	Two Story SF	-	217	572	0.61%
<b>Subtotal</b>		<b>-</b>	<b>434</b>	<b>1,144</b>	<b>1.22%</b>
<b>TOTAL</b>		<b>450</b>			

**APPENDIX 2, ASSUMPTIONS:**

- Number of residential units and square feet of buildings from Appendix 1.
- Occupied single-family units are estimated using a vacancy rate of 3.5% to account for household movement and other timing issues. Households are assumed to be occupied a year after construction. Source: Center for Regional Studies, University of Nevada, Reno, based on data from the American Community Survey.
- Residents are estimated using a ratio of **2.63** residents per occupied household/unit.
- City of Sparks FY 2016-17 population is estimated at **93,581**. Source: City of Sparks Budget, FY 2017-18.  
This is used to estimate the percent of existing population generated by the project.

APPENDIX 3  
CITY OF SPARKS  
ESTIMATED REAL PROPERTY TAX REVENUE

YEAR	USE TYPE	ADDED TAX. LAND VALUE (\$)	ADDED TAX. IMPROVEMENT VALUE (\$)	CUMULATIVE TOTAL TAX. VALUE (\$)	CUMULATIVE ASSESSED VALUE (\$)	GENERAL FUND REVENUE	AB 104 REVENUE
2019	Single Story SF	\$ 304,180	\$ -	\$ 304,180	\$ 106,463	\$ 1,022	\$ 2
	Two Story SF	304,180	-	304,180	106,463	1,022	2
<b>Subtotal</b>		<b>608,360</b>	<b>-</b>	<b>608,360</b>	<b>212,926</b>	<b>2,044</b>	<b>4</b>
2020	Single Story SF	2,144,425	1,811,695	2,457,730	860,206	8,256	18
	Two Story SF	2,144,425	2,410,965	2,457,730	860,206	8,256	18
<b>Subtotal</b>		<b>4,288,850</b>	<b>4,222,660</b>	<b>4,915,461</b>	<b>1,720,411</b>	<b>16,513</b>	<b>35</b>
2021	Single Story SF	2,509,425	7,373,273	6,906,933	2,417,426	23,202	49
	Two Story SF	2,509,425	9,665,482	7,524,181	2,633,463	25,276	54
<b>Subtotal</b>		<b>5,018,850</b>	<b>17,038,756</b>	<b>14,431,114</b>	<b>5,050,890</b>	<b>48,478</b>	<b>103</b>
2022	Single Story SF	2,509,425	7,520,739	17,218,037	6,026,313	57,841	123
	Two Story SF	2,509,425	9,858,792	20,214,779	7,075,173	67,908	144
<b>Subtotal</b>		<b>5,018,850</b>	<b>17,379,531</b>	<b>37,432,816</b>	<b>13,101,486</b>	<b>125,748</b>	<b>267</b>
2023	Single Story SF	2,509,425	7,671,153	27,990,364	9,796,627	94,028	200
	Two Story SF	2,509,425	10,055,968	33,485,201	11,719,821	112,487	239
<b>Subtotal</b>		<b>5,018,850</b>	<b>17,727,121</b>	<b>61,475,567</b>	<b>21,516,448</b>	<b>206,515</b>	<b>438</b>
2024	Single Story SF	1,840,245	7,824,576	38,571,608	13,500,063	129,574	275
	Two Story SF	1,840,245	10,257,087	46,687,651	16,340,678	156,838	333
<b>Subtotal</b>		<b>3,680,490</b>	<b>18,081,664</b>	<b>85,259,259</b>	<b>29,840,741</b>	<b>286,411</b>	<b>608</b>
2025	Single Story SF	-	5,852,783	47,788,070	16,725,825	160,534	341
	Two Story SF	-	7,672,301	58,653,080	20,528,578	197,033	418
<b>Subtotal</b>		<b>-</b>	<b>13,525,085</b>	<b>106,441,150</b>	<b>37,254,403</b>	<b>357,568</b>	<b>759</b>
2026	Single Story SF	-	-	55,250,079	19,337,528	185,602	394
	Two Story SF	-	-	68,315,143	23,910,300	229,491	487
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>123,565,222</b>	<b>43,247,828</b>	<b>415,093</b>	<b>881</b>
2027	Single Story SF	-	-	56,907,581	19,917,653	191,170	406
	Two Story SF	-	-	70,364,597	24,627,609	236,376	502
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>127,272,179</b>	<b>44,545,263</b>	<b>427,545</b>	<b>908</b>
2028	Single Story SF	-	-	58,614,809	20,515,183	196,905	418
	Two Story SF	-	-	72,475,535	25,366,437	243,467	517
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>131,090,344</b>	<b>45,881,620</b>	<b>440,372</b>	<b>935</b>
2029	Single Story SF	-	-	60,373,253	21,130,639	202,812	431
	Two Story SF	-	-	74,649,801	26,127,431	250,771	532
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>135,023,054</b>	<b>47,258,069</b>	<b>453,583</b>	<b>963</b>
2030	Single Story SF	-	-	62,184,450	21,764,558	208,896	443
	Two Story SF	-	-	76,889,296	26,911,253	258,294	548
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>139,073,746</b>	<b>48,675,811</b>	<b>467,190</b>	<b>991</b>
2031	Single Story SF	-	-	64,049,984	22,417,494	215,163	457
	Two Story SF	-	-	79,195,974	27,718,591	266,043	565
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>143,245,958</b>	<b>50,136,085</b>	<b>481,206</b>	<b>1,021</b>
2032	Single Story SF	-	-	65,971,484	23,090,019	221,618	470
	Two Story SF	-	-	81,571,854	28,550,149	274,024	582
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>147,543,337</b>	<b>51,640,168</b>	<b>495,642</b>	<b>1,052</b>
2033	Single Story SF	-	-	67,950,628	23,782,720	228,267	485
	Two Story SF	-	-	84,019,009	29,406,653	282,245	599
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>151,969,637</b>	<b>53,189,373</b>	<b>510,512</b>	<b>1,084</b>
2034	Single Story SF	-	-	69,989,147	24,496,201	235,115	499
	Two Story SF	-	-	86,539,580	30,288,853	290,712	617
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>156,528,726</b>	<b>54,785,054</b>	<b>525,827</b>	<b>1,116</b>

## EXHIBIT "D"

**APPENDIX 3  
CITY OF SPARKS  
ESTIMATED REAL PROPERTY TAX REVENUE**

<b>YEAR</b>	<b>USE TYPE</b>	<b>ADDED TAX. LAND VALUE (\$)</b>	<b>ADDED TAX. IMPROVEMENT VALUE (\$)</b>	<b>CUMULATIVE TOTAL TAX. VALUE (\$)</b>	<b>CUMULATIVE ASSESSED VALUE (\$)</b>	<b>GENERAL FUND REVENUE</b>	<b>AB 104 REVENUE</b>
2035	Single Story SF	-	-	72,088,821	25,231,087	242,168	514
	Two Story SF	-	-	89,135,767	31,197,518	299,434	636
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>161,224,588</b>	<b>56,428,606</b>	<b>541,602</b>	<b>1,150</b>
2036	Single Story SF	-	-	74,251,486	25,988,020	249,433	529
	Two Story SF	-	-	91,809,840	32,133,444	308,417	655
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>166,061,326</b>	<b>58,121,464</b>	<b>557,850</b>	<b>1,184</b>
2037	Single Story SF	-	-	76,479,030	26,767,661	256,916	545
	Two Story SF	-	-	94,564,135	33,097,447	317,669	674
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>171,043,166</b>	<b>59,865,108</b>	<b>574,585</b>	<b>1,220</b>
2038	Single Story SF	-	-	78,773,401	27,570,690	264,623	562
	Two Story SF	-	-	97,401,059	34,090,371	327,199	695
	<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>176,174,461</b>	<b>61,661,061</b>	<b>591,823</b>	<b>1,256</b>
<b>TOTAL</b>		<b>\$ 23,634,250</b>	<b>\$ 87,974,816</b>			<b>\$ 7,526,107</b>	<b>\$ 15,976</b>

**APPENDIX 3, ASSUMPTIONS:**

1. The project is currently located in the City of Sparks, generating property tax revenue for the City. The analysis subtracts existing taxable value of project parcels from amounts estimated in this analysis to arrive at incremental property tax revenue generated by project development. Existing project values are as follows:

<b>Parcel Number</b>	<b>Taxable Land</b>		<b>Taxable Improv.</b>		<b>Acres</b>
	<b>Value</b>	<b>Value</b>	<b>Value</b>	<b>Value</b>	
084-550-02	\$ 1,290,000	\$ 29,148			60.0
084-550-07	85,000	117,769			2.5
084-550-08	85,000	85,000			2.5
	<b>\$ 1,460,000</b>	<b>\$ 231,917</b>			<b>65.0</b>

Source: Washoe County Assessor's website.

2. Taxable value of land and improvements is estimated in Appendix 1.

3. Land and improvement taxable values are inflated by **3.0%** annually, the maximum allowed increase for owner-occupied properties.

4. Property tax calculation: Taxable Value X 35% = Assessed Value; Assessed Value/100 X Tax Rate = Property Tax Revenue.

Analysis assumes improvements will generate property tax revenue in the year after improvements are made to account for work-in-progress. Land values will generate property tax in the year developed.

5. City of Sparks General Fund operating tax rate is assumed to remain constant at FY 2017-18 rate of **\$ 0.9598** per \$100 of value.

Source: City of Sparks Budget, FY 2017-18.

6. City of Sparks is expected to receive **7.49%** of property tax revenue generated by the AB 104 property tax rate of

**\$ 0.0272** Source: Nevada Department of Taxation, "Local Gov't Tax Act Distribution." Three-year average FY 2014-15, FY 2015-16, and 2016-17.



**APPENDIX 4  
CITY OF SPARKS  
ESTIMATED SALES TAX REVENUE**

<u>YEAR</u>	<u>USE TYPE</u>	<u>CONSTR. MATERIALS COST</u>	<u>HOUSEHOLD EXPENDITURES</u>	<u>TOTAL TAXABLE SALES</u>	<u>CCRT SALES TAX REVENUE</u>	<u>AB 104 SALES TAX REVENUE</u>
2019	Single Story SF Two Story SF	\$ - -	\$ - -	\$ - -	\$ - -	\$ - -
<b>Subtotal</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
2020	Single Story SF Two Story SF	963,827 1,263,462	- -	963,827 1,263,462	2,584 3,387	177 232
<b>Subtotal</b>		<b>2,227,288</b>	<b>-</b>	<b>2,227,288</b>	<b>5,970</b>	<b>410</b>
2021	Single Story SF Two Story SF	3,686,637 4,832,741	250,503 253,543	3,937,139 5,086,284	10,554 13,634	724 936
<b>Subtotal</b>		<b>8,519,378</b>	<b>504,046</b>	<b>9,023,423</b>	<b>24,188</b>	<b>1,660</b>
2022	Single Story SF Two Story SF	3,760,369 4,929,396	1,225,584 1,240,459	4,985,953 6,169,855	13,365 16,539	917 1,135
<b>Subtotal</b>		<b>8,689,765</b>	<b>2,466,043</b>	<b>11,155,808</b>	<b>29,904</b>	<b>2,052</b>
2023	Single Story SF Two Story SF	3,835,577 5,027,984	2,258,944 2,286,362	6,094,521 7,314,346	16,337 19,607	1,121 1,346
<b>Subtotal</b>		<b>8,863,561</b>	<b>4,545,306</b>	<b>13,408,867</b>	<b>35,944</b>	<b>2,467</b>
2024	Single Story SF Two Story SF	3,912,288 5,128,544	3,353,204 3,393,902	7,265,492 8,522,446	19,476 22,845	1,337 1,568
<b>Subtotal</b>		<b>9,040,832</b>	<b>6,747,106</b>	<b>15,787,938</b>	<b>42,321</b>	<b>2,905</b>
2025	Single Story SF Two Story SF	2,926,392 3,836,151	4,511,085 4,565,837	7,437,477 8,401,988	19,937 22,522	1,368 1,546
<b>Subtotal</b>		<b>6,762,542</b>	<b>9,076,923</b>	<b>15,839,465</b>	<b>42,459</b>	<b>2,914</b>
2026	Single Story SF Two Story SF	- -	5,445,021 5,511,108	5,445,021 5,511,108	14,596 14,773	1,002 1,014
<b>Subtotal</b>		<b>-</b>	<b>10,956,129</b>	<b>10,956,129</b>	<b>29,369</b>	<b>2,016</b>
2027	Single Story SF Two Story SF	- -	5,608,372 5,676,441	5,608,372 5,676,441	15,034 15,216	1,032 1,044
<b>Subtotal</b>		<b>-</b>	<b>11,284,813</b>	<b>11,284,813</b>	<b>30,250</b>	<b>2,076</b>
2028	Single Story SF Two Story SF	- -	5,776,623 5,846,735	5,776,623 5,846,735	15,485 15,673	1,063 1,076
<b>Subtotal</b>		<b>-</b>	<b>11,623,358</b>	<b>11,623,358</b>	<b>31,157</b>	<b>2,138</b>
2029	Single Story SF Two Story SF	- -	5,949,922 6,022,137	5,949,922 6,022,137	15,949 16,143	1,095 1,108
<b>Subtotal</b>		<b>-</b>	<b>11,972,058</b>	<b>11,972,058</b>	<b>32,092</b>	<b>2,203</b>
2030	Single Story SF Two Story SF	- -	6,128,419 6,202,801	6,128,419 6,202,801	16,428 16,627	1,128 1,141
<b>Subtotal</b>		<b>-</b>	<b>12,331,220</b>	<b>12,331,220</b>	<b>33,055</b>	<b>2,269</b>
2031	Single Story SF Two Story SF	- -	6,312,272 6,388,885	6,312,272 6,388,885	16,921 17,126	1,161 1,175
<b>Subtotal</b>		<b>-</b>	<b>12,701,157</b>	<b>12,701,157</b>	<b>34,047</b>	<b>2,337</b>
2032	Single Story SF Two Story SF	- -	6,501,640 6,580,551	6,501,640 6,580,551	17,428 17,640	1,196 1,211
<b>Subtotal</b>		<b>-</b>	<b>13,082,191</b>	<b>13,082,191</b>	<b>35,068</b>	<b>2,407</b>
2033	Single Story SF Two Story SF	- -	6,696,689 6,777,968	6,696,689 6,777,968	17,951 18,169	1,232 1,247
<b>Subtotal</b>		<b>-</b>	<b>13,474,657</b>	<b>13,474,657</b>	<b>36,120</b>	<b>2,479</b>
2034	Single Story SF Two Story SF	- -	6,897,590 6,981,307	6,897,590 6,981,307	18,490 18,714	1,269 1,284
<b>Subtotal</b>		<b>-</b>	<b>13,878,897</b>	<b>13,878,897</b>	<b>37,204</b>	<b>2,553</b>

**EXHIBIT "D"**

**APPENDIX 4  
CITY OF SPARKS  
ESTIMATED SALES TAX REVENUE**

<u>YEAR</u>	<u>USE TYPE</u>	<u>CONSTR. MATERIALS COST</u>	<u>HOUSEHOLD EXPENDITURES</u>	<u>TOTAL TAXABLE SALES</u>	<u>CCRT SALES TAX REVENUE</u>	<u>AB 104 SALES TAX REVENUE</u>
2035	Single Story SF	-	7,104,518	7,104,518	19,044	1,307
	Two Story SF	-	7,190,746	7,190,746	19,275	1,323
<b>Subtotal</b>		-	<b>14,295,264</b>	<b>14,295,264</b>	<b>38,320</b>	<b>2,630</b>
2036	Single Story SF	-	7,317,653	7,317,653	19,616	1,346
	Two Story SF	-	7,406,468	7,406,468	19,854	1,363
<b>Subtotal</b>		-	<b>14,724,122</b>	<b>14,724,122</b>	<b>39,469</b>	<b>2,709</b>
2037	Single Story SF	-	7,537,183	7,537,183	20,204	1,387
	Two Story SF	-	7,628,662	7,628,662	20,449	1,404
<b>Subtotal</b>		-	<b>15,165,845</b>	<b>15,165,845</b>	<b>40,653</b>	<b>2,790</b>
2038	Single Story SF	-	7,763,298	7,763,298	20,810	1,428
	Two Story SF	-	7,857,522	7,857,522	21,063	1,446
<b>Subtotal</b>		-	<b>15,620,821</b>	<b>15,620,821</b>	<b>41,873</b>	<b>2,874</b>
<b>TOTAL</b>		\$ 44,103,366	\$ 194,449,953	\$ 238,553,320	\$ 639,463	\$ 43,889

**APPENDIX 4, ASSUMPTIONS:**

1. Construction Materials Cost is estimated in Appendix 1.
2. Household Taxable Sales-estimated based on the number of occupied households, estimated household income, and expenditure information. Household incomes and percent of income spent on taxable items are estimated as follows, based on projected sales price for each village shown in Appendix 1:

	<b>% Spent on Taxable</b>	
	<b>Household Income</b>	<b>Items</b>
Single Story SF	\$ 69,782	27.5%
Two Story SF	\$ 80,813	24.1%

Affordability calculator created by EEC and Center for Regional Studies, UNR. Percent of household income spent on taxable items from Consumer Expenditure Survey, 2016, Bureau of Labor Statistics, data by corresponding household income range. Estimates are inflated 3% annually.

3. Relevant tax rates for the City of Sparks are as follows:
 

<b>0.500%</b>	Basic City County Relief Tax (BCCRT)
<b>1.750%</b>	Supplemental City County Relief Tax (SCCRT)
<b>0.250%</b>	Fair Share (AB 104)

Distribution of BCCRT and SCCRT sales tax revenue to the City of Sparks is calculated at **12.13%** of all Washoe County CCRT revenue.

Source: Distribution based on average percentage share of Washoe County C-Tax distribution from FY 2014-15 to FY 2016-17. Data from Nevada Department of Taxation. "Consolidated Tax Distribution: Revenue Summary by County."

Distribution of AB 104 sales tax revenue to the City of Sparks is calculated at **7.49%** of all Washoe County AB 104 revenue.

Source: Distribution based on average percentage share of Washoe County AB104 distribution from FY 2014-15 to FY 2016-17. Data from Nevada Department of Taxation. "Local Government Tax Act Distribution."

4. A State administrative fee of **1.75%** of all sales tax revenue is subtracted for State uses. Source: AB 552.



**APPENDIX 5  
CITY OF SPARKS  
ESTIMATED PERMIT AND IMPACT FEE REVENUE**

YEAR	USE TYPE	ESTIMATED BUILDING VALUATION	PRINCIPAL AMOUNT	BUILDING PERMIT REVENUE	PLAN REVIEW REVENUE	CURRENT FIRE INSPEC./ PLANNING PLAN REVIEW REVENUE	REGIONAL ROAD REVENUE	SEWER CONNECT. REVENUE	RESIDENTIAL PARK TAX REVENUE	IMPACT FEE SERVICE AREA #1					
										SANITARY SEWER	FLOOD CONTROL	REGIONAL PARKS/REC STATION			
2019	Single Story SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Two Story SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Subtotal</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2020	Single Story SF	1,927,653	16,000	15,296	6,400	1,680	7,040	73,296	12,000	7,116	3,564	9,336	4,080	24,096	
	Two Story SF	2,526,924	19,356	18,504	7,742	1,680	8,517	73,296	12,000	7,116	3,564	9,336	4,080	24,096	
	<b>Subtotal</b>	<b>4,454,577</b>	<b>35,356</b>	<b>33,800</b>	<b>14,142</b>	<b>3,360</b>	<b>15,556</b>	<b>146,591</b>	<b>24,000</b>	<b>14,232</b>	<b>7,128</b>	<b>18,672</b>	<b>8,160</b>	<b>48,192</b>	
2021	Single Story SF	7,373,273	60,809	58,133	24,324	6,300	26,756	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	Two Story SF	9,665,482	73,645	70,405	29,458	6,300	32,404	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	<b>Subtotal</b>	<b>17,038,756</b>	<b>134,455</b>	<b>128,539</b>	<b>53,782</b>	<b>12,600</b>	<b>59,160</b>	<b>549,717</b>	<b>90,000</b>	<b>53,370</b>	<b>26,730</b>	<b>70,020</b>	<b>30,600</b>	<b>180,720</b>	
2022	Single Story SF	7,520,739	61,635	58,923	24,654	6,300	27,119	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	Two Story SF	9,858,792	74,728	71,440	29,891	6,300	32,880	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	<b>Subtotal</b>	<b>17,379,531</b>	<b>136,363</b>	<b>130,363</b>	<b>54,545</b>	<b>12,600</b>	<b>60,000</b>	<b>549,717</b>	<b>90,000</b>	<b>53,370</b>	<b>26,730</b>	<b>70,020</b>	<b>30,600</b>	<b>180,720</b>	
2023	Single Story SF	7,671,153	62,477	59,728	24,991	6,300	27,490	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	Two Story SF	10,055,968	75,832	72,496	30,333	6,300	33,366	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	<b>Subtotal</b>	<b>17,727,121</b>	<b>138,309</b>	<b>132,224</b>	<b>55,324</b>	<b>12,600</b>	<b>60,856</b>	<b>549,717</b>	<b>90,000</b>	<b>53,370</b>	<b>26,730</b>	<b>70,020</b>	<b>30,600</b>	<b>180,720</b>	
2024	Single Story SF	7,824,576	63,336	60,550	25,335	6,300	27,868	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	Two Story SF	10,257,087	76,958	73,572	30,783	6,300	33,862	274,859	45,000	26,685	13,365	35,010	15,300	90,360	
	<b>Subtotal</b>	<b>18,081,664</b>	<b>140,295</b>	<b>134,122</b>	<b>56,118</b>	<b>12,600</b>	<b>61,730</b>	<b>549,717</b>	<b>90,000</b>	<b>53,370</b>	<b>26,730</b>	<b>70,020</b>	<b>30,600</b>	<b>180,720</b>	
2025	Single Story SF	5,852,783	47,089	45,017	18,836	4,620	20,719	201,563	33,000	19,569	9,801	25,674	11,220	66,264	
	Two Story SF	7,672,301	57,279	54,758	22,911	4,620	25,203	201,563	33,000	19,569	9,801	25,674	11,220	66,264	
	<b>Subtotal</b>	<b>13,525,085</b>	<b>104,368</b>	<b>99,776</b>	<b>41,747</b>	<b>9,240</b>	<b>45,922</b>	<b>403,126</b>	<b>66,000</b>	<b>39,138</b>	<b>19,602</b>	<b>51,348</b>	<b>22,440</b>	<b>132,528</b>	
	<b>TOTAL</b>	<b>\$ 88,206,733</b>	<b>\$ 689,145</b>	<b>\$ 658,823</b>	<b>\$ 275,658</b>	<b>\$ 63,000</b>	<b>\$ 303,224</b>	<b>\$ 2,748,587</b>	<b>\$ 450,000</b>	<b>\$ 266,850</b>	<b>\$ 133,650</b>	<b>\$ 350,100</b>	<b>\$ 153,000</b>	<b>\$ 903,600</b>	

**APPENDIX 5, ASSUMPTIONS:**

- Building valuation is estimated in Appendix 1. It should be noted that permit fees associated with some residential uses are likely underestimated as construction values provided by the Client and used to estimate permit revenues for the project are lower than those provided by the 2012 International Building Code.
- Principal amount for the calculation of building permit and plan check fee revenue is estimated at follows, principal amount and resulting fees are estimated in the year prior to construction:  
 \$ **993.75** for the first \$100,000.01 of Building Permit Valuation, plus \$ **5.60** for each additional \$1,000 thereafter through a value of \$500,000.  
 Source: "City of Sparks Permit Fees." Revised December 22, 2017.
- Building Permit fee revenue is estimated at **95.60%** of principal amount.  
 Building Plan Review fee revenue is estimated at **40.00%** of principal amount, conservatively assuming all units are single family repeats.  
 Current Planning Plan Review fee revenue is estimated at \$ **140.00** per building, conservatively assuming all units are single family repeats.  
 Fire Prevention Inspection fee revenue is estimated at **22.00%** of the principal amount.  
 Fire Prevention Plan review fee revenue is estimated at **22.00%** of the principal amount.  
 Analysis conservatively assumes all single family homes are repeat units. Source: "City of Sparks Permit Fees." Revised December 22, 2017. Revenue for mechanical, plumbing, and electrical permit fees is not estimated as the construction det required for these estimates are unknown.
- Regional Road Impact fee (RRIF) revenue is estimated at:  
 Single Family \$ **3,921.96** per dwelling unit.



**APPENDIX 5  
CITY OF SPARKS  
ESTIMATED PERMIT AND IMPACT FEE REVENUE**

<u>YEAR</u>	<u>ESTIMATED BUILDING VALUATION</u>	<u>PRINCIPAL AMOUNT</u>	<u>BUILDING PERMIT REVENUE</u>	<u>PLAN REVIEW REVENUE</u>	<u>CURRENT FIRE INSPEC./ PLANNING PLAN REVIEW REVENUE</u>	<u>REGIONAL ROAD REVENUE</u>	<u>SEWER CONNECT. REVENUE</u>	<u>RESIDENTIAL PARK TAX REVENUE</u>	<u>SANITARY SEWER REVENUE</u>	<u>FLOOD CONTROL REVENUE</u>	<u>IMPACT FEE SERVICE AREA #1 REGIONAL PARKS/REC STATION</u>	<u>FIRE STATION</u>	<u>TOTAL</u>
-------------	-------------------------------------	-------------------------	--------------------------------	----------------------------	---	------------------------------	-------------------------------	-------------------------------------	-------------------------------	------------------------------	--	---------------------	--------------

Source: "Regional Road Impact Fee (RRIF)," Regional Transportation Commission. 5th Edition, March 20, 2017. Data for North Service Area.  
 5. Sewer Connection fee revenue is estimated at \$ 6,107.97 per residential unit. Source: "City of Sparks Permit Fees." Revised December 22, 2017.  
 6. Residential construction tax for neighborhood parks revenue is estimated at the lesser of 1% of building permit valuation or \$1,000 per residential unit. Given an estimated Added Improvements Value shown in Appendix 1, 1% of building permit valuation will result in the following values per unit:

Single Story SF	\$	1,544
Two Story SF	\$	2,024

The alternative of \$1,000 per unit is the lesser of the two options and is used in this calculation of residential tax revenue. Source: Sparks Municipal Code 15.12.0040.  
 7. The Project is located adjacent to the Impact Fees Service Area Number 1. Should the project be added to the Area, the following fees will apply to the project:

Unit of Measure	Sanitary Sewer	Flood Control	Regional Parks/Rec	Fire Station
Single Family Dwelling	\$ 297.00	\$ 593.00	\$ 778.00	\$ 340.00

Source: "City of Sparks Permit Fees." Revised December 22, 2017.

EXHIBIT "D"

**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

Base Year FY 16-17	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	1ST 10-YEAR SUBTOTAL
<b>GENERAL FUND</b>											
<b>REVENUE</b>											
<b>Taxes</b>											
Ad Valorem <sup>1</sup>	\$ 2,044	\$ 16,513	\$ 48,478	\$ 125,748	\$ 206,515	\$ 286,411	\$ 357,568	\$ 415,093	\$ 427,545	\$ 440,372	\$ 2,326,287
<b>Subtotal</b>	<b>\$ 2,044</b>	<b>\$ 16,513</b>	<b>\$ 48,478</b>	<b>\$ 125,748</b>	<b>\$ 206,515</b>	<b>\$ 286,411</b>	<b>\$ 357,568</b>	<b>\$ 415,093</b>	<b>\$ 427,545</b>	<b>\$ 440,372</b>	<b>\$ 2,326,287</b>
<b>Licenses and Permits</b>											
Business Licenses <sup>3</sup>	\$ 5,878,303	\$ -	\$ 4,314	\$ 21,106	\$ 38,901	\$ 57,745	\$ 77,685	\$ 93,768	\$ 96,581	\$ 99,478	\$ 489,577
Liquor Licenses <sup>3</sup>	252,674	-	185	907	1,672	2,482	3,339	4,031	4,151	4,276	21,044
City Gaming Licenses <sup>2</sup>	554,193	-	-	-	-	-	-	-	-	-	-
Franchise Fees <sup>3</sup>	4,416,852	-	3,241	15,858	29,229	43,389	58,371	70,455	72,569	74,746	367,859
Nonbusiness Licenses and Permits <sup>3</sup>	53,249	-	39	191	352	523	704	849	875	901	4,435
<b>Subtotal</b>	<b>\$ 11,155,271</b>	<b>\$ -</b>	<b>\$ 7,780</b>	<b>\$ 38,062</b>	<b>\$ 70,155</b>	<b>\$ 104,139</b>	<b>\$ 140,098</b>	<b>\$ 169,103</b>	<b>\$ 174,176</b>	<b>\$ 179,402</b>	<b>\$ 882,915</b>
<b>Intergovernmental Revenue</b>											
Consolidated Tax-CCRT Revenue <sup>4</sup>	\$ -	\$ 5,970	\$ 24,188	\$ 29,904	\$ 35,944	\$ 42,321	\$ 42,459	\$ 29,369	\$ 30,250	\$ 31,157	\$ 271,562
Consolidated Tax-Other Revenue <sup>5</sup>	\$ 3,643,715	-	2,674	13,082	24,113	35,794	48,153	58,123	59,866	61,662	303,468
State Distributive Fund-Sales Tax <sup>4</sup>	-	410	1,660	2,052	2,467	2,905	2,914	2,016	2,076	2,138	18,639
State Distributive Fund-Other <sup>6</sup>	Appendix 3	4	35	267	438	608	759	881	908	935	4,938
County Gaming Licenses <sup>2</sup>	389,292	-	-	-	-	-	-	-	-	-	-
Other Intergovernmental Revenue <sup>7</sup>	551,354	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>\$ 4</b>	<b>\$ 6,415</b>	<b>\$ 28,625</b>	<b>\$ 45,306</b>	<b>\$ 62,962</b>	<b>\$ 81,627</b>	<b>\$ 94,286</b>	<b>\$ 90,388</b>	<b>\$ 93,100</b>	<b>\$ 95,893</b>	<b>\$ 598,607</b>
<b>Charges for Services</b>											
Building and Zoning Fees <sup>7</sup>	\$ 27,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other <sup>8</sup>	2,646,746	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>\$ 2,674,051</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fines and Forfeits</b>											
Fines <sup>3</sup>	\$ 619,500	\$ -	\$ 455	\$ 2,224	\$ 4,100	\$ 6,086	\$ 8,187	\$ 9,882	\$ 10,178	\$ 10,484	\$ 51,595
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous <sup>7</sup>	153,669	-	-	-	-	-	-	-	-	-	-
<b>REVENUE TOTAL</b>	<b>\$ 2,048</b>	<b>\$ 22,928</b>	<b>\$ 85,338</b>	<b>\$ 211,341</b>	<b>\$ 343,731</b>	<b>\$ 478,263</b>	<b>\$ 600,139</b>	<b>\$ 684,466</b>	<b>\$ 705,000</b>	<b>\$ 726,150</b>	<b>\$ 3,859,405</b>

**EXHIBIT "D"**



**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

Base Year FY 16-17	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	1ST 10-YEAR SUBTOTAL	
<b>EXPENDITURES</b>												
<b>General Government</b>												
Legislative <sup>9</sup>	\$ 438,791	\$ -	\$ 41	\$ 355	\$ 1,172	\$ 1,991	\$ 2,858	\$ 3,727	\$ 4,332	\$ 4,461	\$ 4,593	\$ 23,531
Mayor <sup>9</sup>	109,556	-	10	89	293	497	714	931	1,082	1,114	1,147	5,875
Management Services <sup>9</sup>	5,966,619	-	555	4,827	15,938	27,077	38,864	50,684	58,906	60,657	62,459	319,966
Legal <sup>9</sup>	1,617,935	-	151	1,309	4,322	7,342	10,538	13,744	15,973	16,448	16,937	86,763
Financial Services <sup>9</sup>	3,044,757	-	283	2,463	8,133	13,817	19,832	25,864	30,060	30,953	31,873	163,278
Community Services <sup>9</sup>	1,032,879	-	96	836	2,759	4,687	6,728	8,774	10,197	10,500	10,812	55,389
<b>General Government Total</b>	<b>\$ 12,210,537</b>	<b>\$ -</b>	<b>\$ 1,136</b>	<b>\$ 9,878</b>	<b>\$ 32,616</b>	<b>\$ 55,412</b>	<b>\$ 79,534</b>	<b>\$ 103,723</b>	<b>\$ 120,550</b>	<b>\$ 124,133</b>	<b>\$ 127,821</b>	<b>\$ 654,803</b>
<b>Judicial</b>												
Judicial <sup>10</sup>	\$ 2,123,457	\$ -	\$ -	\$ 1,558	\$ 7,624	\$ 14,052	\$ 20,860	\$ 28,063	\$ 33,872	\$ 34,889	\$ 35,935	\$ 176,853
<b>Judicial Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,558</b>	<b>\$ 7,624</b>	<b>\$ 14,052</b>	<b>\$ 20,860</b>	<b>\$ 28,063</b>	<b>\$ 33,872</b>	<b>\$ 34,889</b>	<b>\$ 35,935</b>	<b>\$ 176,853</b>
<b>Public Safety</b>												
Police												
Police <sup>11</sup>	Appendix 7	\$ -	\$ -	\$ 22,090	\$ 71,012	\$ 122,810	\$ 177,610	\$ 235,545	\$ 282,208	\$ 290,252	\$ 298,534	\$ 1,500,059
Fire												
Fire <sup>12</sup>	Appendix 8	\$ -	\$ 4,522	\$ 22,122	\$ 40,775	\$ 60,527	\$ 81,427	\$ 98,285	\$ 101,233	\$ 104,270	\$ 107,398	\$ 620,558
Community Services												
Community Services <sup>10</sup>	\$ 1,277,098	\$ -	\$ -	\$ 937	\$ 4,585	\$ 8,451	\$ 12,545	\$ 16,877	\$ 20,372	\$ 20,983	\$ 21,612	\$ 106,364
<b>Public Safety Total</b>	<b>\$ -</b>	<b>\$ 4,522</b>	<b>\$ 45,149</b>	<b>\$ 116,372</b>	<b>\$ 191,788</b>	<b>\$ 271,582</b>	<b>\$ 350,707</b>	<b>\$ 403,812</b>	<b>\$ 415,505</b>	<b>\$ 427,544</b>	<b>\$ 2,226,981</b>	
<b>Public Works</b>												
Community Services <sup>13</sup>	\$ 1,480,919	\$ -	\$ -	\$ -	\$ 4,967	\$ 5,116	\$ 5,269	\$ 5,427	\$ 5,590	\$ 5,758	\$ 5,931	\$ 38,057
<b>Public Works Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,967</b>	<b>\$ 5,116</b>	<b>\$ 5,269</b>	<b>\$ 5,427</b>	<b>\$ 5,590</b>	<b>\$ 5,758</b>	<b>\$ 5,931</b>	<b>\$ 38,057</b>
<b>Culture and Recreation</b>												
Community Services <sup>10</sup>	\$ 2,883,027	\$ -	\$ -	\$ 2,116	\$ 10,351	\$ 19,079	\$ 28,321	\$ 38,101	\$ 45,989	\$ 47,368	\$ 48,789	\$ 240,114
<b>Culture and Recreation Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,116</b>	<b>\$ 10,351</b>	<b>\$ 19,079</b>	<b>\$ 28,321</b>	<b>\$ 38,101</b>	<b>\$ 45,989</b>	<b>\$ 47,368</b>	<b>\$ 48,789</b>	<b>\$ 240,114</b>

**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

Base Year FY 16-17	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	1ST 10-YEAR SUBTOTAL	
<b>Community Support</b>												
Management Services <sup>9</sup>	\$ 268,707	\$ -	\$ 25	\$ 217	\$ 718	\$ 1,219	\$ 1,750	\$ 2,283	\$ 2,653	\$ 2,732	\$ 2,813	\$ 14,410
<b>Community Support Total</b>	\$ -	\$ 25	\$ 217	\$ 718	\$ 1,219	\$ 1,750	\$ 2,283	\$ 2,653	\$ 2,732	\$ 2,813	\$ 14,410	
<b>EXPENDITURES SUBTOTAL</b>	\$ -	\$ 5,683	\$ 58,918	\$ 172,648	\$ 286,666	\$ 407,316	\$ 528,303	\$ 612,467	\$ 630,384	\$ 648,834	\$ 3,351,218	
<b>CONTINGENCY</b>	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>EXPENDITURES TOTAL</b>	\$ -	\$ 5,683	\$ 58,918	\$ 172,648	\$ 286,666	\$ 407,316	\$ 528,303	\$ 612,467	\$ 630,384	\$ 648,834	\$ 3,351,218	
<b>GENERAL FUND SURPLUS/(DEFICIT)</b>	\$ 2,048	\$ 17,245	\$ 26,420	\$ 38,693	\$ 57,065	\$ 70,947	\$ 71,836	\$ 72,000	\$ 74,616	\$ 77,317	\$ 508,187	
<b>ROAD FUND</b>												
<b>REVENUE</b>												
Licenses and Permits												
Licenses and Permits <sup>5,14</sup>	\$ 2,476,550	\$ -	\$ 1,817	\$ 8,892	\$ 16,389	\$ 24,328	\$ 32,729	\$ 39,505	\$ 40,690	\$ 41,911	\$ 206,261	
<b>Subtotal</b>	\$ -	\$ -	\$ 1,817	\$ 8,892	\$ 16,389	\$ 24,328	\$ 32,729	\$ 39,505	\$ 40,690	\$ 41,911	\$ 206,261	
Intergovernmental Revenues												
County Gasoline Tax <sup>3</sup>	\$ 665,250	\$ -	\$ 488	\$ 2,389	\$ 4,402	\$ 6,535	\$ 8,792	\$ 10,612	\$ 10,930	\$ 11,258	\$ 55,406	
State Gasoline Tax <sup>7</sup>	1,793,365	-	1,316	6,439	11,868	17,617	23,700	28,607	29,465	30,349	149,361	
<b>Subtotal</b>	2,458,615	-	1,804	8,827	16,270	24,152	32,492	39,219	40,395	41,607	204,767	
Miscellaneous												
Interest Earned <sup>1</sup>	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>REVENUE TOTAL</b>	\$ -	\$ -	\$ 3,622	\$ 17,719	\$ 32,659	\$ 48,480	\$ 65,221	\$ 78,723	\$ 81,085	\$ 83,518	\$ 411,027	
<b>EXPENDITURES</b>												
Public Works <sup>15</sup>												
Appendix 9	\$ -	\$ -	\$ -	\$ 163,145	\$ 164,156	\$ 164,184	\$ 164,213	\$ 164,243	\$ 164,274	\$ 164,305	\$ 1,148,520	
<b>EXPENDITURES SUBTOTAL</b>	\$ -	\$ -	\$ -	\$ 163,145	\$ 164,156	\$ 164,184	\$ 164,213	\$ 164,243	\$ 164,274	\$ 164,305	\$ 1,148,520	
<b>CONTINGENCY</b>	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>EXPENDITURES TOTAL</b>	\$ -	\$ -	\$ -	\$ 163,145	\$ 164,156	\$ 164,184	\$ 164,213	\$ 164,243	\$ 164,274	\$ 164,305	\$ 1,148,520	
<b>ROAD FUND SURPLUS/(DEFICIT)</b>	\$ -	\$ -	\$ 3,622	\$ (145,426)	\$ (131,496)	\$ (115,704)	\$ (98,993)	\$ (85,520)	\$ (83,189)	\$ (80,787)	\$ (737,493)	



**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	10-YEAR SUBTOTAL	20-YEAR TOTAL
<b>GENERAL FUND</b>												
<b>REVENUE</b>												
Taxes												
Ad Valorem <sup>1</sup>	\$ 453,583	\$ 467,190	\$ 481,206	\$ 495,642	\$ 510,512	\$ 525,827	\$ 541,602	\$ 557,850	\$ 574,585	\$ 591,823	\$ 5,199,820	\$ 7,526,107
<b>Subtotal</b>	<b>\$ 453,583</b>	<b>\$ 467,190</b>	<b>\$ 481,206</b>	<b>\$ 495,642</b>	<b>\$ 510,512</b>	<b>\$ 525,827</b>	<b>\$ 541,602</b>	<b>\$ 557,850</b>	<b>\$ 574,585</b>	<b>\$ 591,823</b>	<b>\$ 5,199,820</b>	<b>\$ 7,526,107</b>
Licenses and Permits												
Business Licenses <sup>3</sup>	\$ 102,463	\$ 105,537	\$ 108,703	\$ 111,964	\$ 115,323	\$ 118,782	\$ 122,346	\$ 126,016	\$ 129,797	\$ 133,690	\$ 1,174,619	\$ 1,664,196
Liquor Licenses <sup>3</sup>	4,404	4,536	4,672	4,813	4,957	5,106	5,259	5,417	5,579	5,747	50,490	71,534
City Gaming Licenses <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	-	-
Franchise Fees <sup>3</sup>	76,989	79,298	81,677	84,128	86,651	89,251	91,928	94,686	97,527	100,453	882,588	1,250,447
Nonbusiness Licenses and Permits <sup>4</sup>	928	956	985	1,014	1,045	1,076	1,108	1,142	1,176	1,211	10,640	15,075
<b>Subtotal</b>	<b>\$ 184,784</b>	<b>\$ 190,327</b>	<b>\$ 196,037</b>	<b>\$ 201,918</b>	<b>\$ 207,976</b>	<b>\$ 214,215</b>	<b>\$ 220,641</b>	<b>\$ 227,261</b>	<b>\$ 234,078</b>	<b>\$ 241,101</b>	<b>\$ 2,118,338</b>	<b>\$ 3,001,253</b>
Intergovernmental Revenue												
Consolidated Tax-CCRT Revenue <sup>4</sup>	\$ 32,092	\$ 33,055	\$ 34,047	\$ 35,068	\$ 36,120	\$ 37,204	\$ 38,320	\$ 39,469	\$ 40,653	\$ 41,873	\$ 367,900	\$ 639,463
Consolidated Tax-Other Revenue <sup>5</sup>	63,512	65,418	67,380	69,402	71,484	73,628	75,837	78,112	80,455	82,869	728,097	1,031,566
State Distributive Fund-Sales Tax <sup>4</sup>	2,203	2,269	2,337	2,407	2,479	2,553	2,630	2,709	2,790	2,874	25,251	43,889
State Distributive Fund-Other <sup>6</sup>	963	992	1,021	1,052	1,084	1,116	1,150	1,184	1,220	1,256	11,038	15,976
County Gaming Licenses <sup>2</sup>	-	-	-	-	-	-	-	-	-	-	-	-
Other Intergovernmental Revenue <sup>7</sup>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>\$ 98,770</b>	<b>\$ 101,733</b>	<b>\$ 104,785</b>	<b>\$ 107,929</b>	<b>\$ 111,166</b>	<b>\$ 114,501</b>	<b>\$ 117,936</b>	<b>\$ 121,475</b>	<b>\$ 125,119</b>	<b>\$ 128,872</b>	<b>\$ 1,132,286</b>	<b>\$ 1,730,894</b>
Charges for Services												
Building and Zoning Fees <sup>7</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other <sup>8</sup>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Fines and Forfeits												
Fines <sup>3</sup>	\$ 10,798	\$ 11,122	\$ 11,456	\$ 11,800	\$ 12,154	\$ 12,518	\$ 12,894	\$ 13,281	\$ 13,679	\$ 14,089	\$ 123,790	\$ 175,386
Miscellaneous <sup>7</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>REVENUE TOTAL</b>	<b>\$ 747,935</b>	<b>\$ 770,373</b>	<b>\$ 793,484</b>	<b>\$ 817,289</b>	<b>\$ 841,807</b>	<b>\$ 867,061</b>	<b>\$ 893,073</b>	<b>\$ 919,865</b>	<b>\$ 947,461</b>	<b>\$ 975,885</b>	<b>\$ 8,574,234</b>	<b>\$ 12,433,639</b>

**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>	<u>2037</u>	<u>2038</u>	<u>10-YEAR SUBTOTAL</u>	<u>20-YEAR TOTAL</u>
<b>EXPENDITURES</b>												
<b>General Government</b>												
Legislative <sup>9</sup>	\$ 4,730	\$ 4,870	\$ 5,015	\$ 5,164	\$ 5,318	\$ 5,476	\$ 5,638	\$ 5,806	\$ 5,978	\$ 6,156	\$ 54,151	\$ 77,682
Mayor <sup>9</sup>	1,181	1,216	1,252	1,289	1,328	1,367	1,408	1,450	1,493	1,537	13,520	19,395
Management Services <sup>9</sup>	64,315	66,226	68,194	70,221	72,308	74,456	76,669	78,947	81,293	83,709	736,339	1,056,305
Legal <sup>9</sup>	17,440	17,958	18,492	19,041	19,607	20,190	20,790	21,408	22,044	22,699	199,669	286,432
Financial Services <sup>9</sup>	32,820	33,795	34,800	35,834	36,898	37,995	39,124	40,287	41,484	42,717	375,753	539,031
Community Services <sup>9</sup>	11,134	11,464	11,805	12,156	12,517	12,889	13,272	13,667	14,073	14,491	127,467	182,857
<b>General Government Total</b>	<b>\$ 131,620</b>	<b>\$ 135,531</b>	<b>\$ 139,558</b>	<b>\$ 143,705</b>	<b>\$ 147,976</b>	<b>\$ 152,373</b>	<b>\$ 156,901</b>	<b>\$ 161,563</b>	<b>\$ 166,364</b>	<b>\$ 171,308</b>	<b>\$ 1,506,899</b>	<b>\$ 2,161,702</b>
<b>Judicial</b>												
Judicial <sup>10</sup>	\$ 37,013	\$ 38,124	\$ 39,267	\$ 40,445	\$ 41,659	\$ 42,908	\$ 44,196	\$ 45,522	\$ 46,887	\$ 48,294	\$ 424,315	\$ 601,168
<b>Judicial Total</b>	<b>\$ 37,013</b>	<b>\$ 38,124</b>	<b>\$ 39,267</b>	<b>\$ 40,445</b>	<b>\$ 41,659</b>	<b>\$ 42,908</b>	<b>\$ 44,196</b>	<b>\$ 45,522</b>	<b>\$ 46,887</b>	<b>\$ 48,294</b>	<b>\$ 424,315</b>	<b>\$ 601,168</b>
<b>Public Safety</b>												
Police												
Police <sup>11</sup>	\$ 307,060	\$ 315,838	\$ 324,874	\$ 334,177	\$ 343,755	\$ 353,615	\$ 363,766	\$ 374,216	\$ 384,975	\$ 396,051	\$ 3,498,327	\$ 4,998,387
Fire												
Fire <sup>12</sup>	\$ 110,620	\$ 113,939	\$ 117,357	\$ 120,878	\$ 124,504	\$ 128,239	\$ 132,086	\$ 136,049	\$ 140,130	\$ 144,334	\$ 1,268,137	\$ 1,888,695
Community Services												
Community Services <sup>10</sup>	\$ 22,261	\$ 22,928	\$ 23,616	\$ 24,325	\$ 25,055	\$ 25,806	\$ 26,580	\$ 27,378	\$ 28,199	\$ 29,045	\$ 255,193	\$ 361,557
<b>Public Safety Total</b>	<b>\$ 439,941</b>	<b>\$ 452,705</b>	<b>\$ 465,847</b>	<b>\$ 479,380</b>	<b>\$ 493,313</b>	<b>\$ 507,660</b>	<b>\$ 522,433</b>	<b>\$ 537,643</b>	<b>\$ 553,305</b>	<b>\$ 569,431</b>	<b>\$ 5,021,657</b>	<b>\$ 7,248,638</b>
<b>Public Works</b>												
Community Services <sup>13</sup>	\$ 6,108	\$ 6,292	\$ 6,480	\$ 6,675	\$ 6,875	\$ 7,081	\$ 7,294	\$ 7,513	\$ 7,738	\$ 7,970	\$ 70,026	\$ 108,084
<b>Public Works Total</b>	<b>\$ 6,108</b>	<b>\$ 6,292</b>	<b>\$ 6,480</b>	<b>\$ 6,675</b>	<b>\$ 6,875</b>	<b>\$ 7,081</b>	<b>\$ 7,294</b>	<b>\$ 7,513</b>	<b>\$ 7,738</b>	<b>\$ 7,970</b>	<b>\$ 70,026</b>	<b>\$ 108,084</b>
<b>Culture and Recreation</b>												
Community Services <sup>10</sup>	\$ 50,253	\$ 51,761	\$ 53,313	\$ 54,913	\$ 56,560	\$ 58,257	\$ 60,005	\$ 61,805	\$ 63,659	\$ 65,569	\$ 576,095	\$ 816,209
<b>Culture and Recreation Total</b>	<b>\$ 50,253</b>	<b>\$ 51,761</b>	<b>\$ 53,313</b>	<b>\$ 54,913</b>	<b>\$ 56,560</b>	<b>\$ 58,257</b>	<b>\$ 60,005</b>	<b>\$ 61,805</b>	<b>\$ 63,659</b>	<b>\$ 65,569</b>	<b>\$ 576,095</b>	<b>\$ 816,209</b>



**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>	<u>2037</u>	<u>2038</u>	<u>10-YEAR SUBTOTAL</u>	<u>20-YEAR TOTAL</u>
<b>Community Support</b>												
Management Services <sup>9</sup>	\$ 2,896	\$ 2,983	\$ 3,071	\$ 3,162	\$ 3,256	\$ 3,353	\$ 3,453	\$ 3,555	\$ 3,661	\$ 3,770	\$ 33,161	\$ 47,571
<b>Community Support Total</b>	\$ 2,896	\$ 2,983	\$ 3,071	\$ 3,162	\$ 3,256	\$ 3,353	\$ 3,453	\$ 3,555	\$ 3,661	\$ 3,770	\$ 33,161	\$ 47,571
<b>EXPENDITURES SUBTOTAL</b>	\$ 667,831	\$ 687,394	\$ 707,538	\$ 728,281	\$ 749,639	\$ 771,633	\$ 794,281	\$ 817,601	\$ 841,614	\$ 866,341	\$ 7,632,154	\$ 10,983,372
<b>CONTINGENCY</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES TOTAL</b>	\$ 667,831	\$ 687,394	\$ 707,538	\$ 728,281	\$ 749,639	\$ 771,633	\$ 794,281	\$ 817,601	\$ 841,614	\$ 866,341	\$ 7,632,154	\$ 10,983,372
<b>GENERAL FUND SURPLUS/(DEFICIT)</b>	\$ 80,103	\$ 82,979	\$ 85,946	\$ 89,008	\$ 92,168	\$ 95,428	\$ 98,793	\$ 102,264	\$ 105,847	\$ 109,544	\$ 942,080	\$ 1,450,267
<b>ROAD FUND</b>												
<b>REVENUE</b>												
Licenses and Permits												
Licenses and Permits <sup>3,14</sup>	\$ 43,168	\$ 44,463	\$ 45,797	\$ 47,171	\$ 48,586	\$ 50,043	\$ 51,545	\$ 53,091	\$ 54,684	\$ 56,324	\$ 494,871	\$ 701,132
<b>Subtotal</b>	\$ 43,168	\$ 44,463	\$ 45,797	\$ 47,171	\$ 48,586	\$ 50,043	\$ 51,545	\$ 53,091	\$ 54,684	\$ 56,324	\$ 494,871	\$ 701,132
Intergovernmental Revenues												
County Gasoline Tax <sup>3</sup>	\$ 11,596	\$ 11,944	\$ 12,302	\$ 12,671	\$ 13,051	\$ 13,443	\$ 13,846	\$ 14,261	\$ 14,689	\$ 15,130	\$ 132,932	\$ 188,338
State Gasoline Tax <sup>3</sup>	31,260	32,197	33,163	34,158	35,183	36,238	37,325	38,445	39,599	40,787	358,355	507,716
<b>Subtotal</b>	\$ 42,855	\$ 44,141	\$ 45,465	\$ 46,829	\$ 48,234	\$ 49,681	\$ 51,171	\$ 52,707	\$ 54,288	\$ 55,916	\$ 491,287	\$ 696,054
Miscellaneous												
Interest Earned <sup>7</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>REVENUE TOTAL</b>	\$ 86,023	\$ 88,604	\$ 91,262	\$ 94,000	\$ 96,820	\$ 99,724	\$ 102,716	\$ 105,798	\$ 108,972	\$ 112,241	\$ 986,159	\$ 1,397,186
<b>EXPENDITURES</b>												
Public Works <sup>15</sup>	\$ 164,336	\$ 164,369	\$ 164,401	\$ 164,435	\$ 164,469	\$ 164,504	\$ 164,540	\$ 164,576	\$ 164,613	\$ 164,651	\$ 1,644,894	\$ 2,793,414
<b>EXPENDITURES SUBTOTAL</b>	\$ 164,336	\$ 164,369	\$ 164,401	\$ 164,435	\$ 164,469	\$ 164,504	\$ 164,540	\$ 164,576	\$ 164,613	\$ 164,651	\$ 1,644,894	\$ 2,793,414
<b>CONTINGENCY</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES TOTAL</b>	\$ 164,336	\$ 164,369	\$ 164,401	\$ 164,435	\$ 164,469	\$ 164,504	\$ 164,540	\$ 164,576	\$ 164,613	\$ 164,651	\$ 1,644,894	\$ 2,793,414
<b>ROAD FUND SURPLUS/(DEFICIT)</b>	\$ (78,313)	\$ (75,764)	\$ (73,139)	\$ (70,435)	\$ (67,649)	\$ (64,779)	\$ (61,823)	\$ (58,778)	\$ (55,641)	\$ (52,410)	\$ (658,735)	\$ (1,396,228)

**EXHIBIT "D"**



**APPENDIX 6  
CITY OF SPARKS  
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

**APPENDIX 6. ASSUMPTIONS:**

Unless otherwise indicated, the analysis uses Estimated Current Year Ending 6/30/2017 (Fiscal Year 2016-2017) revenue and expenditure data from the City of Sparks Budget, FY 2017-18.

- 1 See Appendix 3 for calculations.
- 2 The analysis is conservative in not estimating the increase in some Sparks business-related revenues resulting from new residents of the development, though this increase is expected to occur.
- 3 ACM: Revenues are calculated based on estimated FY 2016-17 City of Sparks estimated per capita revenues inflated **3%** annually and applied to the estimated annual population of the Project. Per capita revenue is calculated by dividing FY 2016-17 revenue for each source by City of Sparks FY 2016-17 population of **93,581** Source: City of Sparks Budget FY 2017-18.
- 4 See Appendix 4 for calculations.
- 5 In addition to CCRT revenue, Consolidated tax for the City includes revenue from Real Property Transfer Tax, GST (MVPT), Cigarette and Liquor taxes. A per capita methodology as explained in footnote 3 is applied to estimate this revenue. Total Washoe County revenues from liquor, cigarette and GST (analysis conservatively does not include RPTT as it is not a recurring revenue) sources totaled \$ **30,048,968** in FY 2016-2017. City of Sparks is estimated to receive **12.13%** of all County C-tax revenue. As a result, the City's portion of GST revenue is estimated at \$ **3,643,715** and the ACM is applied to this amount.  
Source: Nevada Department of Taxation. "Consolidated Tax Distribution." City of Sparks portion of C-tax revenue is based on a three-year average data for FY 2014-15 to FY 2016-17.
- 6 In addition to sales tax revenue, AB 104 revenue for the City includes revenue from property, gaming, and RPTT taxes and interest. Analysis is conservative in not estimating gaming, RPTT, and interest revenue. Property tax revenue is estimated in Appendix 3.
- 7 Though the project may generate revenue for the City from these sources, the amount is difficult to estimate and/or expected to be minimal.
- 8 Charges for services for the City include inter-department and inter-fund transfers, which, though impacted, may be difficult to estimate. Some charges for services revenue, such as false alarms may be generated by the project, but again are difficult to estimate.
- 9 Administrative service (indirect) costs assumed to be impacted by the project are calculated at **25.7%** of direct service costs.  
Source: Average percent indirect costs of direct costs for FY 2016-17. Source: City of Sparks Budget, FY 2017-18.
- 10 ACM: Expenditures are calculated based on estimated FY 2016-17 City of Sparks budget per capita costs inflated **3%** annually and applied to estimated annual population of the Project. Per capita costs are calculated by dividing FY 2016-17 costs for each source by City of Sparks FY 2016-17 population of **93,581** Source: City of Sparks Budget FY 2017-18.
- 11 See Appendix 7 for calculations and assumptions.
- 12 See Appendix 8 for calculations and assumptions.
- 13 Expenditures for the Public Works source include Public Works administrative and facility maintenance costs. Costs associated with these services are estimated by dividing total expenditures for this source of \$ **1,480,919** by the total square feet of City of Sparks streets of **67,541,767** and applying to the number of square feet added by the development of **195,400** inflated 3% annually. Source: Expenditures from City of Sparks budget FY 2017-18, City of Sparks streets inventory from City of Sparks Community Services Department.
- 14 Revenue estimates in 2018 are reduced by the one-time shift of some franchise revenues from the Road Fund to the Park & Recreation Project Fund.
- 15 See Appendix 9 for calculation and assumptions.



**APPENDIX 7  
CITY OF SPARKS  
POLICE DEPARTMENT COST PROJECTIONS**

<u>YEAR</u>	<u>CUMUL. NEW RESIDENTIAL POPULATION</u>	<u>OFFICERS REQUIRED</u>	<u>CIVILIANS REQUIRED</u>	<u>SALARY/ BENEFITS</u>	<u>SERVICES/ SUPPLIES</u>	<u>NEW/REPLACE. VEHICLE PURCHASE</u>	<u>ANNUALIZED VEHICLE COSTS</u>	<u>TOTAL COST</u>
2019	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
2020	-	-	-	-	-	-	-	-
2021	61	0.09	0.03	12,150	426	-	9,514	22,090
2022	290	0.43	0.14	59,416	2,082	-	9,514	71,012
2023	519	0.78	0.26	109,460	3,836	-	9,514	122,810
2024	747	1.12	0.37	162,404	5,692	-	9,514	177,610
2025	976	1.46	0.49	218,378	7,653	28,600	9,514	235,545
2026	1,144	1.72	0.57	263,461	9,233	-	9,514	282,208
2027	1,144	1.72	0.57	271,233	9,506	-	9,514	290,252
2028	1,144	1.72	0.57	279,234	9,786	-	9,514	298,534
2029	1,144	1.72	0.57	287,472	10,075	-	9,514	307,060
2030	1,144	1.72	0.57	295,952	10,372	66,149	9,514	315,838
2031	1,144	1.72	0.57	304,683	10,678	-	9,514	324,874
2032	1,144	1.72	0.57	313,671	10,993	-	9,514	334,177
2033	1,144	1.72	0.57	322,924	11,317	-	9,514	343,755
2034	1,144	1.72	0.57	332,450	11,651	-	9,514	353,615
2035	1,144	1.72	0.57	342,257.54	11,995	76,499	9,514	363,766
2036	1,144	1.72	0.57	352,354	12,349	-	9,514	374,216
2037	1,144	1.72	0.57	362,749	12,713	-	9,514	384,975
2038	1,144	1.72	0.57	373,450	13,088	-	9,514	396,051
<b>TOTAL</b>				<b>\$ 4,663,697</b>	<b>\$ 163,443</b>	<b>\$ 171,247</b>	<b>\$ 171,247</b>	<b>\$ 4,998,387</b>

**APPENDIX 7, ASSUMPTIONS:**

- Population estimates are shown in Appendix 2 of the report.
- Uniformed officer positions are estimated at **1.5** positions per 1,000 population.  
For non-uniformed positions, a ratio of **0.5** positions for every three uniformed positions, is used. Source: City of Sparks Police Department.
- The following City of Sparks salary information is used to estimate operating costs, inflated **3%** annually.

	<b>Salary Range</b>			
<b>FY 2017-18</b>	<b>Low</b>	<b>High</b>	<b>Average</b>	
Police Officer	\$ 51,730	\$ 67,371	\$ 59,550	
Sergeant	73,112	87,734	80,423	
Crime Analyst	55,245	70,512	62,878	
Records Technician	45,510	57,990	51,750	
Police Office Assistant	34,070	43,368	38,719	
GT/IT Support Specialist	44,866	57,179	51,022	
Dispatcher	43,368	55,245	49,306	
<b>Weighted Average Officers</b>	<b>\$ 54,402</b>	<b>\$ 69,917</b>	<b>\$ 62,160</b>	
<b>Weighted Average Civilians</b>	<b>\$ 40,351</b>	<b>\$ 51,396</b>	<b>\$ 45,873</b>	Source: "Online Jobs Page." City of Sparks Human Resources.

- Benefits costs are calculated at **57.1%** of salaries.
- Services/Supplies costs calculated at **3.5%** of salaries and benefits.  
Source: Three-year average FY 2015-16 through FY 2017-18 from City of Sparks Budget FY 2017-18.
- One police vehicle is added for every 3 uniformed positions. The 2017 cost of a fully-equipped vehicle is **\$70,000** inflated 3% annually. Life of vehicle is 5 years and the analysis includes vehicle replacement costs with no salvage value. Source: City of Sparks Police Department.

**EXHIBIT "D"**

**APPENDIX 8  
CITY OF SPARKS  
FIRE DEPARTMENT COST PROJECTIONS**

<u>YEAR</u>	<u>CUMUL. # OF UNITS</u>	<u>PROJECT CFS*</u>	<u>ESTIMATED COST/CFS</u>	<u>TOTAL EXPENSES</u>
2019	0	0.00	\$ 1,518	\$ -
2020	24	2.89	1,563	4,522
2021	114	13.74	1,610	22,122
2022	204	24.59	1,658	40,775
2023	294	35.44	1,708	60,527
2024	384	46.28	1,759	81,427
2025	450	54.24	1,812	98,285
2026	450	54.24	1,866	101,233
2027	450	54.24	1,922	104,270
2028	450	54.24	1,980	107,398
2029	450	54.24	2,039	110,620
2030	450	54.24	2,101	113,939
2031	450	54.24	2,164	117,357
2032	450	54.24	2,229	120,878
2033	450	54.24	2,295	124,504
2034	450	54.24	2,364	128,239
2035	450	54.24	2,435	132,086
2036	450	54.24	2,508	136,049
2037	450	54.24	2,584	140,130
2038	450	54.24	2,661	144,334

<b>TOTAL</b>	<b>\$</b>	<b>1,888,695</b>
--------------	-----------	------------------

\*CFS-calls for service.

**APPENDIX 8, ASSUMPTIONS:**

1. Number of residential units from Appendix 1. Analysis includes all units, not just occupied units, for Fire Department impacts.
2. Residential calls for service are estimated using average cfs per unit data for single-family residential properties between FY 2011-12 and FY 2015-16, estimated at **0.12** cfs. Source: City of Sparks Fire Department and Washoe County Assessor's Office parcel data for number of single-family units.
3. Costs to provide services to the development are estimated at **\$ 1,430.44** per call for service. This is estimated using total fire expenditures between FY 2011-12 and FY 2015-16 divided by total calls for service during this period. This includes costs for Administration, Emergency Services, and Training and Safety. Estimated costs are inflated 3% annually.

**APPENDIX 9  
CITY OF SPARKS  
STREET MAINTENANCE COST PROJECTIONS**

YEAR	MAINTENANCE										REPAIR				TOTAL MAINT. COST
	ADDED SQUARE FEET	ADDED LINEAR FEET	SEWER CLEANING COST	CATCH BASIN COST	STREET SWEEP COST	STREET STRIPING COST	TOTAL COST	SLURRY/ CRACK SEAL COST	3 INCH OVERLAY COST	ROAD REHAB COST	TOTAL ANNUALIZED COST	TOTAL MAINT. COST			
2019	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2020	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2021	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2022	195,400	5,300	-	-	421	-	421	-	-	-	421	-	162,724	163,145	
2023	-	-	702	7	430	293	1,432	-	-	-	1,432	-	162,724	164,156	
2024	-	-	716	7	438	298	1,460	-	-	-	1,460	-	162,724	164,184	
2025	-	-	731	8	447	304	1,489	-	-	-	1,489	-	162,724	164,213	
2026	-	-	745	8	456	310	1,519	-	-	-	1,519	-	162,724	164,243	
2027	-	-	760	8	465	317	1,550	86,403	-	-	1,550	-	162,724	164,274	
2028	-	-	775	8	474	323	1,581	-	-	-	1,581	-	162,724	164,305	
2029	-	-	791	8	484	329	1,612	-	-	-	1,612	-	162,724	164,336	
2030	-	-	807	8	493	336	1,645	-	-	-	1,645	-	162,724	164,369	
2031	-	-	823	9	503	343	1,677	-	-	-	1,677	-	162,724	164,401	
2032	-	-	839	9	513	350	1,711	-	1,030,273	-	1,711	-	162,724	164,435	
2033	-	-	856	9	524	357	1,745	-	-	-	1,745	-	162,724	164,469	
2034	-	-	873	9	534	364	1,780	-	-	-	1,780	-	162,724	164,504	
2035	-	-	891	9	545	371	1,816	-	-	-	1,816	-	162,724	164,540	
2036	-	-	908	9	556	378	1,852	-	-	-	1,852	-	162,724	164,576	
2037	-	-	927	10	567	386	1,889	105,325	-	-	1,889	-	162,724	164,613	
2038	-	-	945	10	578	394	1,927	-	2,032,479	-	1,927	-	162,724	164,651	
<b>TOTAL</b>	<b>195,400</b>	<b>5,300</b>	<b>\$ 13,088</b>	<b>\$ 136</b>	<b>\$ 8,428</b>	<b>\$ 5,454</b>	<b>\$ 27,106</b>	<b>\$ 191,727</b>	<b>\$ 1,030,273</b>	<b>\$ 2,032,479</b>	<b>\$ 2,766,308</b>	<b>\$ 2,793,414</b>			

**APPENDIX 9, ASSUMPTIONS:**

- The development is projected to construct approximately **5,300** linear feet or **195,400** square feet of streets to be dedicated to the City for maintenance in the year shown above.



APPENDIX 9  
CITY OF SPARKS  
STREET MAINTENANCE COST PROJECTIONS

2. The following street maintenance costs are used to estimate the impact of the development's streets on the City:

Item	Frequency	Cost	
Slurry/Crack Seal	Year 5 and 15	\$0.37	per square foot
3 Inch Overlay	10 years	\$4.00	per square foot
Road Rehabilitation	20 years	\$7.00	per square foot
Sewer Cleaning	1.5 years	\$0.18	per linear foot
Catch Basin Cleaning	1.75 years	\$11.56	per mile
Street Sweeping	30 days	\$32.30	per mile
Striping	1 year	\$0.05	per linear foot

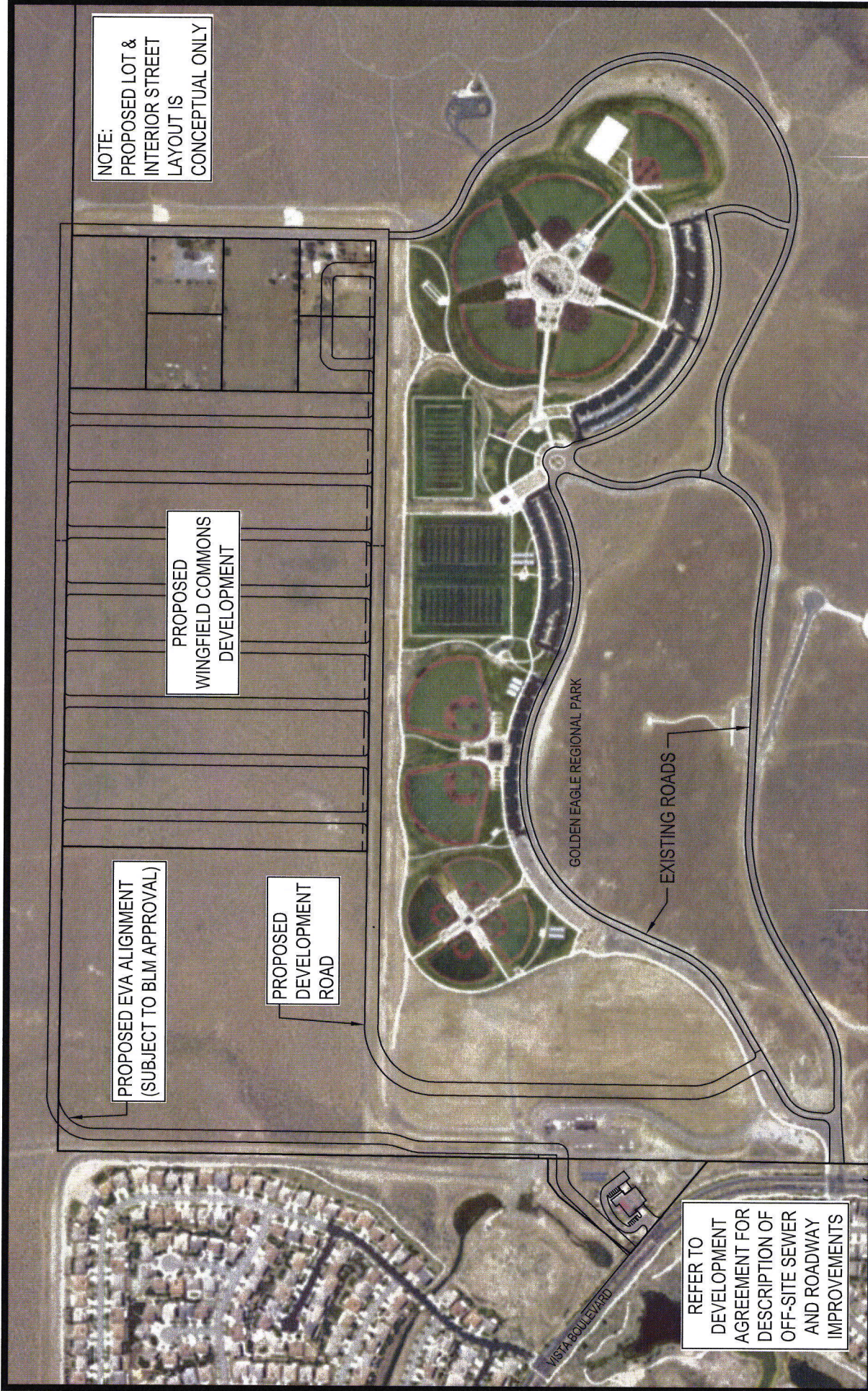
Note: 2/3 of the cost is added annually

Note: 3/5 of the cost is added annually

Note: cost is multiplied by 12 annually

Costs are inflated 2% annually. Source: City of Sparks Community Services Department. Estimated repair (extraordinary maintenance) costs are annualized by taking the total estimated costs over the 20-year period and dividing by 20 years.





NOTE:  
 PROPOSED LOT &  
 INTERIOR STREET  
 LAYOUT IS  
 CONCEPTUAL ONLY

PROPOSED  
 WINGFIELD COMMONS  
 DEVELOPMENT

PROPOSED EVA ALIGNMENT  
 (SUBJECT TO BLM APPROVAL)

PROPOSED  
 DEVELOPMENT  
 ROAD

GOLDEN EAGLE REGIONAL PARK

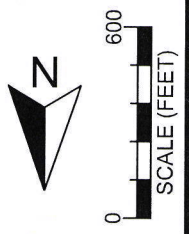
EXISTING ROADS

VISTA BOULEVARD

REFER TO  
 DEVELOPMENT  
 AGREEMENT FOR  
 DESCRIPTION OF  
 OFF-SITE SEWER  
 AND ROADWAY  
 IMPROVEMENTS

EXHIBIT SHOWING GENERAL LOCATION OF  
 REQUIRED INFRASTRUCTURE IMPROVEMENTS  
 WINGFIELD COMMONS  
 SPARKS, NEVADA  
 JULY 2018

EXHIBIT  
 "E"







## WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER  
LAWRENCE R. BURTNES, RECORDER

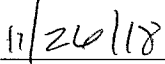
1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name



When Recorded Return to:  
Sparks City Clerk  
PO Box 857  
Sparks, NV 89432

**BILL NO.** 2748

**INTRODUCED BY COUNCIL**

10/22/2018 AI 9.6

**ORDINANCE NO.** 2566

**PCN18-0005 - WINGFIELD COMMONS,  
65 ACRES GENERALLY LOCATED EAST  
OF GOLDEN EAGLE REGIONAL PARK  
AND SOUTH OF VISTA BOULEVARD.**

**AN ORDINANCE BY THE CITY OF SPARKS TO APPROVE A DEVELOPMENT AGREEMENT WITH FOOTHILLS AT WINGFIELD, LLC AND ALBERT D. SEENO CONSTRUCTION COMPANY CONCERNING THE DEVELOPMENT OF PARCELS TOTALING 65 ACRES IN SIZE LOCATED EAST OF GOLDEN EAGLE REGIONAL PARK AND SOUTH OF VISTA BOULEVARD, SPARKS, NEVADA AND OTHER MATTERS PROPERLY RELATED THERETO.**

WHEREAS, Foothills at Wingfield, LLC owns certain real property situated in the County of Washoe, State of Nevada more specifically described as three parcels with Assessor's Parcel Numbers 084-550-02, 084-550-07 and 084-550-08, more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated by this reference (collectively, the "Property");

WHEREAS, the City is authorized, pursuant to Chapter 278 of the Nevada Revised Statutes and Title 20 of the Sparks Municipal Code, to enter into agreements concerning the development of land such as this Agreement with persons having a legal or equitable interest in real property;

WHEREAS, Foothills at Wingfield, LLC filed comprehensive plan and zoning applications with the City of Sparks to change the comprehensive plan and zoning designations on the Property, more particularly described as City of Sparks Application Nos. PCN18-0005, MPA18-0001, and RZ18-0001 (collectively, the "Applications");

WHEREAS, the City, Foothills at Wingfield, LLC and Albert D. Seeno Construction Company (collectively, the "Parties") acknowledge that this Agreement will (i) promote the health, safety and general welfare of the City and its inhabitants, (ii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iii) ensure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted;

WHEREAS, the Parties desire to enter this Agreement to provide for processing of the Applications and development of the Property; and

WHEREAS, NRS 278.0203 and SMC 20.05.09 allow the Sparks City Council to approve a development agreement by ordinance.

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

**SECTION 1:** The Development Agreement by and between the City of Sparks, Foothills at Wingfield, LLC and Albert D. Seeno Construction Company is approved.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the approved Development Agreement as provided by law.

**SECTION 4:** This ordinance shall become effective upon



passage, approval, publication and recordation.

**SECTION 5:** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

**SECTION 6:** If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

**SECTION 7:** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

**PASSED AND ADOPTED** this 13th day of November, 2018, by the following vote of the City Council:

**AYES:** Abbott, Lawson, Bybee, Dahir

**NAYS:** None

**ABSENT:** None

**ABSTAIN:** None

**APPROVED** this 13th day of November, 2018 by:

  
\_\_\_\_\_  
Ron Smith, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Teresa Gardner, City Clerk

**APPROVED AS TO FORM & LEGALITY:**


  
\_\_\_\_\_  
CHESTER H. ADAMS, City Attorney



EXHIBIT "A"  
LEGAL DESCRIPTION  
APN 084-550-02, 084-550-07, & 084-550-08

Three parcels of land being the same as Parcel D of Parcel Map No. 115, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 11, 1974, as File No. 346696, and the Southwest Quarter (SW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) and the Northwest Quarter (NW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 18, Township 20 North, Range 21 East, MDM, being more particularly described as follows:

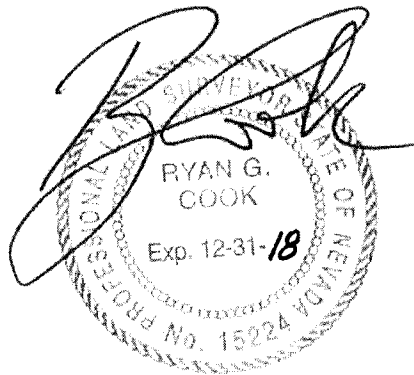
Beginning at the East Quarter corner of said Section 18;  
thence along the East boundary of said Section 18 North  $00^{\circ}36'37''$  East a distance of 1321.50 feet to the Northeast corner of said Parcel D, also being the North  $1/16$  corner of said Section 18;  
thence departing said East boundary and along the North boundary of said Parcel D North  $89^{\circ}21'52''$  West a distance of 1318.34 feet to the Northwest corner of said Parcel D also being the North-East  $1/16$  corner of said Section 18;  
thence departing said North boundary and along the West boundary of said Parcel D South  $00^{\circ}30'07''$  West a distance of 1320.71 feet to the Center-East  $1/16$  corner;  
thence continuing along said West boundary South  $00^{\circ}29'21''$  West a distance of 660.27 feet to the Southwest corner of said Parcel D also being the Center-North-Southeast  $1/64$  corner of said Section 18;  
thence departing the boundary of said Parcel D and along the West boundary of said Northwest Quarter (NW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) South  $00^{\circ}29'21''$  West a distance of 330.14 feet to the Center-South-North-Southeast  $1/256$  corner;  
thence along the West boundary of said Southwest Quarter (SW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) South  $00^{\circ}29'21''$  West a distance of 330.14 feet to the South-East  $1/16$  corner;  
thence along the South boundary of said Southwest Quarter (SW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) South  $89^{\circ}17'48''$  East a distance of 328.41 feet to the Center-West-East-Southeast  $1/256$  corner;  
thence along the East boundary of said Southwest Quarter (SW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) North  $00^{\circ}30'47''$  East a distance of 330.18 feet to the Southwest-Northeast-Southeast  $1/256$  corner;  
thence along the East boundary of said Northwest Quarter (NW  $\frac{1}{4}$ ) of Southwest Quarter (SW  $\frac{1}{4}$ ) of Northeast Quarter (NE  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) North  $00^{\circ}30'47''$  East a distance of 330.18 feet to a point on the South boundary of said Parcel D, also being the Center-West-Northeast-Southeast  $1/256$  corner;  
thence along the South boundary of said Parcel D South  $89^{\circ}18'48''$  East a distance of 986.05 feet to the Southeast corner of said Parcel D, also being the North-South  $1/64$  corner of said Section 18;

thence along the East boundary of said Section 18 North 00°35'06" East a distance of 660.65 feet to the Point of Beginning.

Said parcel contains an area of approximately 64.87 acres.

Basis of Bearings: Identical to those shown on Record of Survey Map 4319, File Number 2964693, recorded December 9, 2003, in the Official Records of Washoe County, Nevada, being Nevada State Plane Coordinate System, West Zone (NAD 93/94).

*Description Prepared By:*  
*Ryan G. Cook, PLS 15224*  
*Summit Engineering Corp.*  
*5405 Mae Anne Avenue*  
*Reno, Nevada 89523*  
*(775) 747-8550*  
*ryan@summitnv.com*



2-20-2018

QUALITY MEASURES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

4319

# EXHIBIT "B"

## BASIS OF BEARINGS AND COORDINATES:

MONUMENT BEARINGS AND COORDINATES: THE MONUMENT BEARINGS AND COORDINATES WERE OBTAINED FROM THE SURVEY OF THE CITY OF SPARKS, NEVADA, CONDUCTED BY THE CITY ENGINEER, AND THE MONUMENT BEARINGS AND COORDINATES WERE OBTAINED FROM THE SURVEY OF THE CITY OF SPARKS, NEVADA, CONDUCTED BY THE CITY ENGINEER.

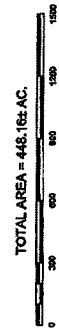
## SURVEYORS CERTIFICATE

1. I, DON M. MANNING, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
2. THIS IS AN ACCURATE REPRESENTATION OF THE LANDS SURVEYED BY ME AT THE REQUEST OF THE CITY OF SPARKS.
3. THE LANDS SURVEYED ARE WITHIN A PORTION OF SECTION 18, T20N, R21E, NEVADA COUNTY, NEVADA.
4. THIS PLAT COMPLETES THE APPLICABLE STATE STATUTES AND REGULATIONS AND IS IN ACCORDANCE WITH THE CITY OF SPARKS SURVEY AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 253 OF THE NEVADA ADMINISTRATIVE CODE.
5. THE MONUMENTS SHOWN ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS SHOWN, AND ARE OF SUFFICIENT DIMENSIONS, AND NO PORTION THEREOF IS IN CONTACT WITH ANY OTHER MONUMENT.



## LEGEND:

- PL MONUMENT AS NOTED
- PL SECTION CORNER AS NOTED
- PL 1/4 SECTION CORNER AS NOTED
- PL 1/4 SECTION CORNER AS NOTED
- (CLO 1320) DATA PER OLD PLAT
- (38.48) RECORD DATA PER PARCEL MAP 115 FILE NO. 346898



RECORD OF SURVEY FOR THE CITY OF SPARKS SECTION 18, T20N, R21E, NEVADA

FILE NO. 346898  
FILED 21.00  
BY SUMMIT ENGINEERING  
ON THIS 9 DAY OF DECEMBER 2023 AT 4:44 P.M. PAGE 4

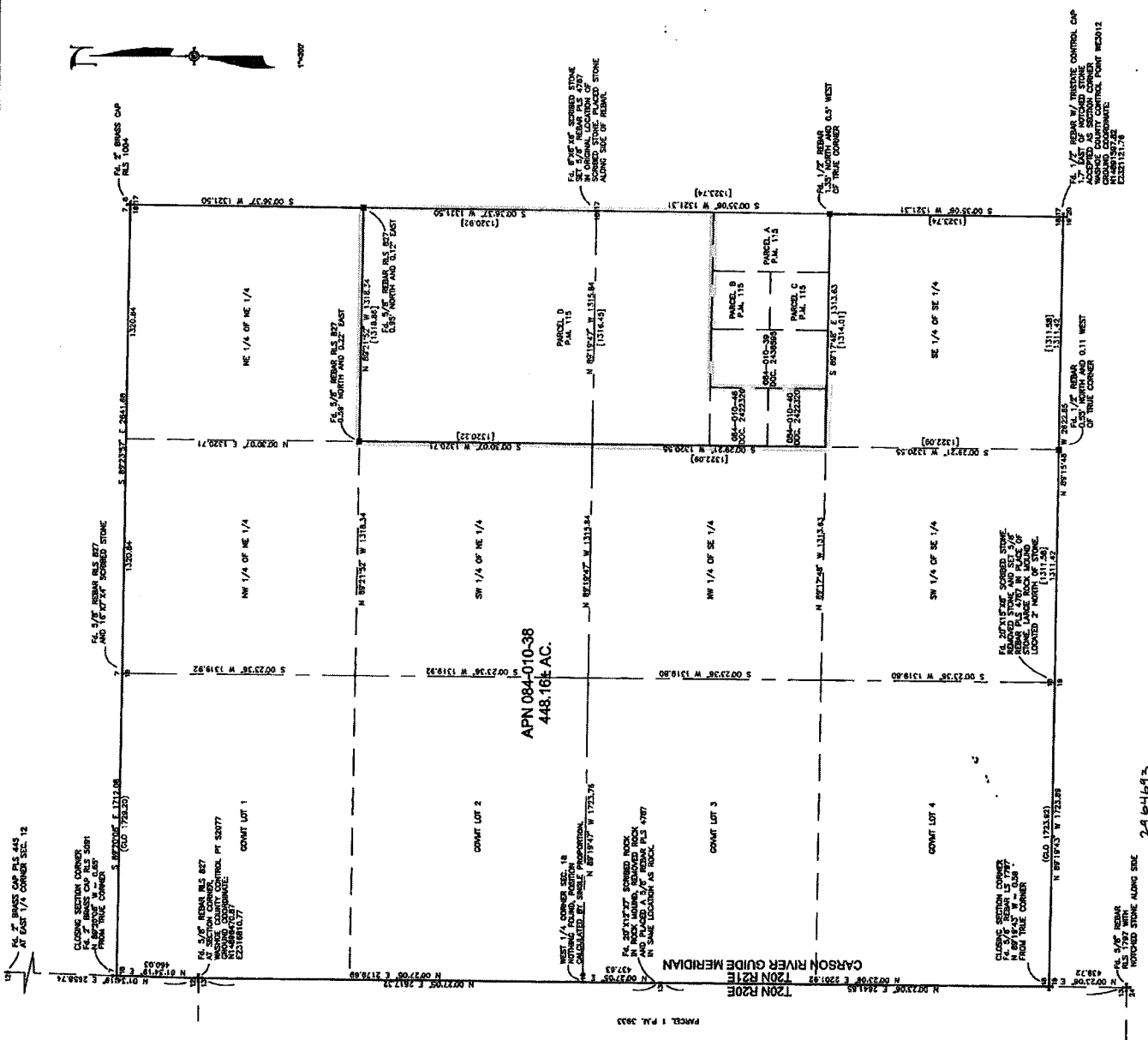
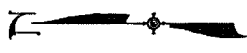
PREPARED BY SUMMIT ENGINEERING  
1000 S. 4TH AVENUE, SUITE 100  
SPARKS, NEVADA 89411

REGISTERED PROFESSIONAL LAND SURVEYOR  
DON M. MANNING  
LICENSE NO. 65,277

NEVADA  
SUMMIT ENGINEERING  
CONSTRUCTION

24-1643

Record of Survey Map 4319



QUALITY MEASURES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

# EXHIBIT "B"



## WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER  
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

  
\_\_\_\_\_  
Signature

11/26/18  
\_\_\_\_\_  
Date

Janet Stora  
\_\_\_\_\_  
Printed Name