

NF  
clerk  
Carol

FILED  
NO. 2000.049

APPROVED 4/6/00 COMMISSIONERS MEETING

00 APR -7 A9:12

**INTERLOCAL CONTRACT**

This Interlocal Contract is entered into by Douglas County ("county") and Gardnerville Ranchos General Improvement District ("district").  
BARBARA REED  
CLERK  
DEPUTY

**RECITALS**

The district is a general improvement district created pursuant to the General Improvement District Law.

The district has various powers including provision of public recreation within the boundaries of the district.

The county is a political subdivision of the State created pursuant to Chapter 243 of the Nevada Revised Statutes.

The county has various powers including the provision of recreational facilities in the county through the imposition, collection and expenditure of the residential construction tax in accord with NRS 278.497 *et seq.*

The district and the county have determined that residential neighborhoods built in the district, which were subject to the county's residential construction tax, will benefit by the expenditure of that tax on facilities to create a new neighborhood park known as Bluerock Park.

The district and the county may contract with each other to perform any activity or undertaking which either entity is authorized by law to perform pursuant to the provisions of NRS 277.180.

In consideration of the recitals stated above and the mutual promises contained in this contract, the district and the county agree:

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## **AGREEMENT**

1. The district is creating a new neighborhood park in the district to be known as Bluerock Park. Bluerock Park is to be located on the district-owned real property described in Exhibit "A." Exhibit "A" is attached to and made part of this contract.

2. The district has prepared the Bluerock Park conceptual site master plan. This site master plan is attached to and made part of this contract as Exhibit "B."

3. The district will prepare, at the district's expense, plans and specifications for the development of Bluerock Park. These plans and specifications must be the subject of a noticed public hearing conducted by the district's board of trustees. The purpose of the public hearing is to receive public comment on the design of and facilities to be included in Bluerock Park. The district's board of trustees may amend the plans and specifications for the development of Bluerock Park based on comment received during the public hearing. The district may conduct more than one meeting to ensure receipt of full public comment on the plans and specifications for the development of Bluerock Park.

Once the public hearing is complete and the district has made any amendments to the plans and specifications for the development of Bluerock park, the district must submit the plans and specifications to the director of the county's parks and recreation department and the county's parks and recreation commission. The director and the commission must review and approve the plans and specifications for: (a) consistency with the provisions of this contract and (b) the planned facilities which are to be the proper subject of reimbursement by the county to the district from the proceeds of the residential construction tax qualify as improvements constituting "facilities" as defined in NRS 278.4983(8)(a).

4. As of the date of this contract's execution and based on the improvements depicted in Exhibit "B," the district and the county agree that the following are "facilities" as defined in NRS 278.3983(8)(a):

- A. Construct a minimum of 900 linear feet of six-foot wide minimum, Type 3 AC paved, two-inch thick pathway with one by six redwood header.
- B. Install drip irrigation system for landscape areas with County approval.
- C. Install bluegrass mix sod in identified turf areas with County approved irrigation system.
- D. Install two handicapped accessible drinking fountains with hose bib or jug filler attachment.
- E. Construct one 74 x 54 foot non-regulation basketball court with two inches of Type 3 AC pavement over four inches of Type 2 base. Court dimensions shall be a minimum of 70 x 50 with a two foot border. Basketball goal posts shall be a six-foot extension minimum with a rectangular steel or aluminum backboard and a double rimmed goal with net.
- F. A concrete landscape curb or redwood header shall confine all turf areas.
- G. A 50-foot diameter play area with concrete curb shall be installed. Play equipment shall be Miracle or Game Time play equipment. Miracle Model #714118 or better. Fibar wood fall protection must be utilized and rubberized ramp accessibility off pathway.
- H. Par Course on DG equal to or better than Miracle Model #166-041 or Miracle Model #805-552.
- I. Install 160 feet of stiff rail fence three feet high along Bluerock Road property line.
- J. Any other fencing utilized on site or around the park property will either be split rail fence or other wood material fencing product, post and cable or black vinyl coated chain link. No galvanized chain link fencing will be approved.

- K. A sign will be located at the entrance of the facility stating at a minimum Bluerock Park.
- L. Four park benches will be installed on four by eight concrete pads. Benches shall be equal or better than Miracle's Mira Firm Benches, Model #1269.
- M. A minimum of three picnic tables installed on concrete pad as identified on plan. Tables shall be equal or better than Miracle's Mira Firm Table, Model # 11582.

All of the planned improvements determined to be facilities and listed in subparagraphs A to M, inclusive, have been identified on Exhibit "B" to this contract. The district and the county may amend the list of planned improvements determined to be facilities and listed in subparagraphs A to M, inclusive, as a result of the review process required by paragraph 3 of this contract. Any amended list of planned improvements must be mutually agreed to by the district and county, reduced to writing and approved in the same manner as this contract.

5. The district will prepare, at the district' expense, a cost estimate for operating Bluerock Park. This cost estimate must include, but may not be limited to all material, labor and utility costs, reasonably anticipated to be required to properly operate and maintain the planned improvements of Bluerock Park. The district must present this operational cost estimate to the public at the same time and in the same manner as the park's plan and specification hearing process provided in paragraph 3 of this contract. Public comment received concerning the operational cost estimate required by this paragraph may be used as a basis to amend the plans and specifications for the development of Bluerock Park as provided in paragraph 3 of this contract.

6. The district is responsible for development costs of plans and specifications for publicly bidding all improvements planned for Bluerock Park. The improvements listed in subparagraphs A to M, inclusive, of paragraph 4 of this contract must be identified separately in the plans and specifications so that bidders bid the costs of these improvements as separate items on the bid forms.

7. The district is responsible for the cost and administration of the bid process, bid award, preparation and execution of construction contracts, management of the construction contracts, management of the construction process and inspection of the construction work to the extent that county inspection for purpose of determining compliance with county codes is not sufficient to determine compliance with the construction contracts. The district is responsible for obtaining all permits and approval for the improvements to develop Bluerock Park and paying the costs and fees associated with the permits and approvals.

8. The district agrees that all improvements defined as "facilities" by the parties to this contract, listed in subparagraphs A to M, inclusive, of paragraph 4 will be constructed to county standards with Department of Parks and Recreation approved plans and specifications as well as all in compliance with applicable federal, state and county laws or codes. The district agrees to meet all conditions placed on the construction of Bluerock Park improvements by other county departments during the county's permitting and approval process for the park.

9. The district agrees to own, operate and maintain Bluerock Park, including the improvements listed in subparagraphs A to M, inclusive, of paragraph 4 in this contract at district expense and seek no reimbursement from the county for the operation and maintenance of these public recreation facilities.

10. The district agrees to prepare and implement an operation and use policy for Bluerock Park which amongst other matters specifies fees and charges for the various users of these park facilities. The district's schedule of fees and charges must not differentiate between users residing in the district and users residing elsewhere in the county. The park operation and use policy will be completed by the district before the first reimbursement payment is made by the county pursuant to the terms of paragraphs 12 and 14 of this contract. The park operation and use policy must be implemented with the opening of Bluerock park for use by the public.

11. As a condition of receiving reimbursement under the terms of this contract, the district agrees to continue to plan the district's use and development of its open space and its trail development. The district will perform this planning activity at district expense. The plan will provide for the development of district-owned public recreation facilities funded from sources other than the proceeds of the residential construction tax. The reimbursement provided by the county to the district under the terms of this contract does not obligate the county to support financially any future public recreation facility which the district may plan, develop, operate and maintain.

12. The county agrees to reimburse the district up to one hundred seventy five thousand (\$175,000.00) for the actual construction cost of the improvements defined as "facilities" which are listed in subparagraphs A to M, inclusive, of paragraph 4 in this contract. No other cost associated with this project shall be reimbursed. All reimbursement will be made from available residential construction tax revenue collected within residential construction tax district number 3 (Central Valley) exclusive of tax district number 3A.

13. In the event the reimbursement amount provided in paragraph 12 of this contract is insufficient to pay the actual construction costs of the improvements defined as "facilities" in subparagraphs A to M, inclusive, of paragraph 4 in this contract, the district agrees to complete the improvements in the order listed in this contract until the reimbursement funds are depleted. The district will seek funding for the amount of the funding insufficiency from revenue sources other than from the county and, more specifically, other than from the county's residential construction tax funds. In the event the reimbursement amount provided in paragraph 12 of this contract exceeds the amount necessary to pay the actual construction costs of the improvements defined as "facilities" in subparagraphs A to M, inclusive, of paragraph 4 of this contract, the district and the county agree that the amount of reimbursement payable is the actual construction costs for these facilities rather than the amount specified in paragraph 12 of this contract.

14. The county will pay the reimbursement in two payments: (a) the first payment equal to one hundred thirty one thousand two hundred fifty dollars (\$131,250.00) is due within thirty (30) days after the district has awarded the bid for the construction of Bluerock park; (b) the second payment of the remainder is due within thirty (30) days of completion of all the specified improvements listed in subparagraphs A to M, inclusive, of paragraph 4 in this contract, as verified by the county.

15. This contract remains in effect until the construction of Bluerock Park is complete or until the county has reimbursed the appropriate amount specified in paragraphs 12, 13 and 14 of this contract whichever date is earlier. The requirement for a non-discriminatory schedule of user fees and charges required by paragraph 10 in this contract survives the termination of this

contract and remains in effect for ten (10) years from the effective date of this contract unless this contract is terminated under the circumstance specified in paragraph 16 of this contract.

16. The first sentence of paragraph 15 in this contract notwithstanding, this contract will terminate on May 31, 2001 if the district has not prepared plans and specifications and made an award of a bid for construction of Bluerock Park by that date.

17. County and district agree that if the improvements listed in subparagraphs A to M, inclusive, in paragraph 4 of this contract have not been completed by May 31, 2002, all county reimbursement payments which are not spent as of that date will be refunded to the county by June 30, 2002, this contract will be terminated and the district will seek funding necessary to complete the improvements from revenue sources other than from the county and, more specifically, other than from the county's residential construction tax funds.

18. The payments made by the county pursuant to this contract are made to create a new park with the construction of facilities (as defined in NRS 278.4983(8)(a)) designed to serve the public recreation and outdoor needs of natural persons, families and small groups. The payments are not a grant made by the county to the district.

19. This contract may only be amended by written agreement approved by affirmative vote of the governing bodies of the county and the district.

20. If any disagreements arise between the county and the district concerning this contract which result in litigation in a court of competent jurisdiction, the county and the district each agree to bear their own court costs and attorney's fees which may be incurred in that litigation.



21. The contract is effective on its adoption by the governing bodies of both the county and the district.

ATTEST:

[Signature]  
Deputy Clerk

DOUGLAS COUNTY

By: [Signature]  
Chairman  
Board of ~~County Commissioners~~  
Trustees

ATTEST:

[Signature]  
Secretary, DEPUTY

GARDNERVILLE RANCHOS GENERAL  
IMPROVEMENT DISTRICT

By: [Signature]  
Chairman  
Board of ~~Trustees~~ County Commissioners

Approved as to form:

[Signature]  
Scott W. Doyle  
District Attorney

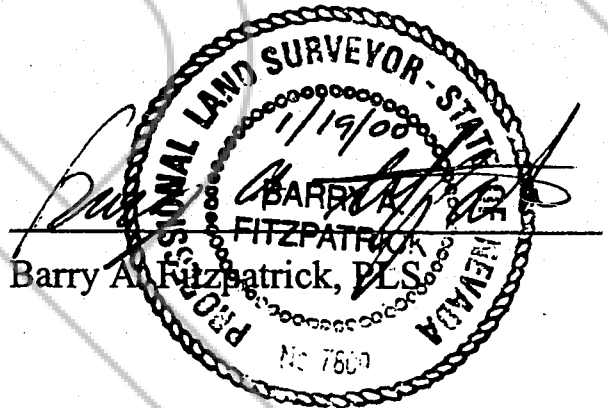
[Signature]  
Mike Rowe, Esq.  
Attorney for Gardnerville Ranchos  
General Improvement District

**EXHIBIT "A"**

**BLUEROCK PARK  
GARDNERVILLE RANCHOS**

**LEGAL DESCRIPTION:**

Bluerock Park consists of the parcel of land designated as Lot 714 of the Gardnerville Ranchos Unit No. 6 Subdivision plot, recorded in Douglas County, Document No. 66512 and includes 1.08 acres, more or less. The parcel is shown on the Assessor Parcel Map as APN 29-213-29.



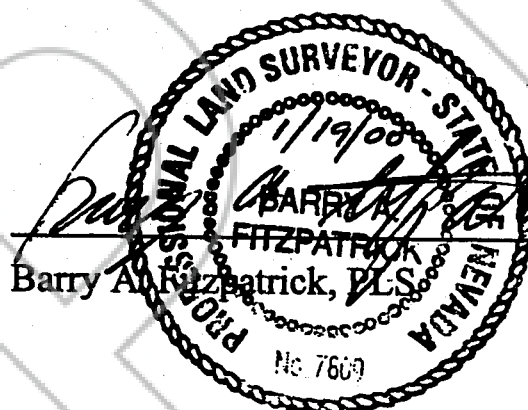
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**BLUEROCK PARK  
GARDNERVILLE RANCHOS**

**LEGAL DESCRIPTION:**

Bluerock Park consists of the parcel of land designated as Lot 714 of the Gardnerville Ranchos Unit No. 6 Subdivision plot, recorded in Douglas County, Document No. 66512 and includes 1.08 acres, more or less. The parcel is shown on the Assessor Parcel Map as APN 29-213-29.



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## EXHIBIT "B"

- A. Construct a minimum of 900 linear feet of six-foot wide minimum, Type 3 AC paved, two-inch thick pathway with one by six redwood header.
- B. Install drip irrigation system from landscape areas with County approval.
- C. Install bluegrass mix sod in identified turf areas with County approved irrigation system.
- D. Install two handicapped accessible drinking fountains with hose bib or jug filler attachment.
- E. Construct one 74 x 54 foot non-regulation basketball court with two inches of Type 3 AC pavement over four inches of Type 2 base. Court dimensions shall be a minimum of 70 x 50 with a two foot border. Basketball goal posts shall be a six-foot extension minimum with a rectangular steel or aluminum backboard and a double rimmed goal with net.
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- I. Install 160 feet of stiff rail fence three feet high along Bluerock Road property line.
- J. Any other fencing utilized on site or around the park property will either be split rail fence or other wood material fencing product, post and cable or black vinyl coated chain link. No galvanized chain link fencing will be approved.
- K. A sign will be located at the entrance of the facility stating at a minimum Bluerock Park.
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- M. A minimum of three picnic tables installed on concrete pad as identified on plan. Tables shall be equal or better than Miracle's Mira Firm Table, Model # 11582.

# GRGID BLUEROCK PARK

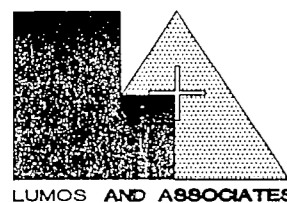
## MARCH, 1999

PLANS STATUS BLOCK		
<input checked="" type="checkbox"/> PRELIMINARY	DATE: 3/22/99	
<input type="checkbox"/> INITIAL SUBMITTAL	DATE:	
<input type="checkbox"/> FINAL SUBMITTAL	DATE:	
PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE UNTIL APPROVED WITH STAMP & SIGNATURE BY ALL APPROPRIATE GOVERNING AGENCIES.		
No.	COMMENTS	DATE

DATE: \_\_\_\_\_  
PRELIMINARY

**OWNER/DEVELOPER:**  
**GARDNERVILLE RANCHOS**  
**GENERAL IMPROVEMENT DISTRICT**  
 931 MITCH DRIVE  
 GARDNERVILLE, NV 89410  
 PH: (775) 265-2048  
 FAX: (775) 265-9688

**ENGINEER:**



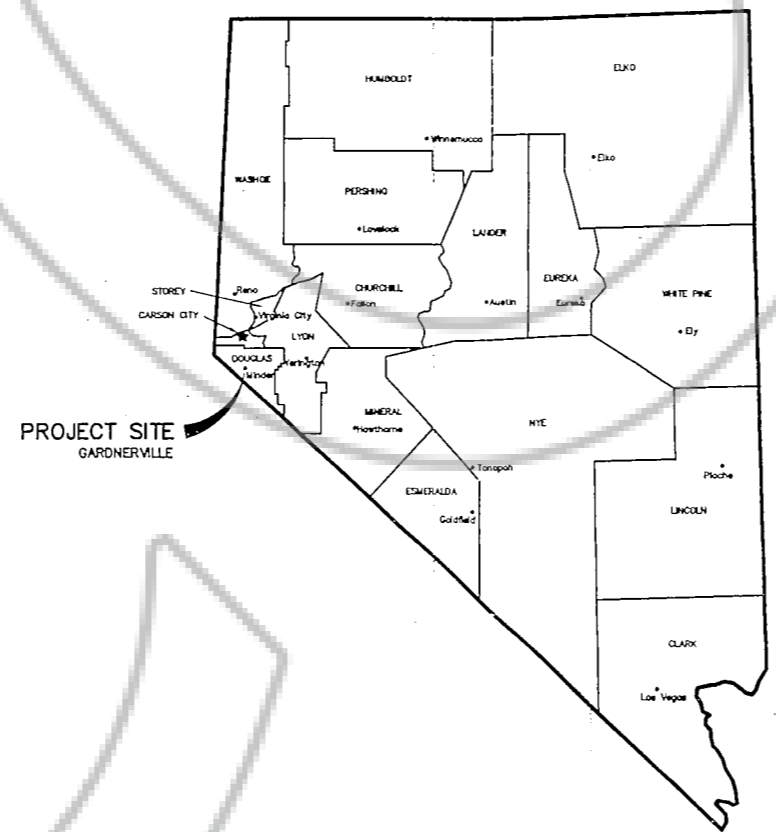
**LUMOS AND ASSOCIATES**  
 Civil Engineers • Surveyors • Material Testing • Planning  
 800 E. College Pkwy., Carson City, NV 89706 (775) 883-7077

**GENERAL NOTES:**

1. CONCRETE CLASSES IN DETAILS REFER TO CLASSES SPECIFIED IN NEVADA DEPT. OF TRANSPORTATION STANDARD SPECIFICATIONS.
2. EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT LOCATIONS AND SHALL CALL U.S.A. 1-800-227-2800, AT LEAST 48 HOURS PRIOR TO EXCAVATION.
3. PIPE SHALL BE LAID IN THE UPHILL DIRECTION, WITH BELL ENDS UPHILL.
4. ALL BOLTS AT THRUST BLOCKS AND VALVE SADDLES SHALL BE COVERED WITH VISQUEEN AND TAPED PRIOR TO CONCRETE PLACEMENT.
5. RESTORE ALL EXISTING LANDSCAPING AND IMPROVEMENTS TO CONDITIONS EQUAL TO OR BETTER THAN ORIGINAL. ALL TREES OR SHRUBS, REMOVED OR DAMAGED SHALL BE REPLACED WITH A SIMILAR SIZE AND TYPE AS THE EXISTING. DISTURBED GRASS AREAS SHALL BE REPLACED WITH NEW SOG.
6. ALL WORK SHALL CONFORM TO ORANGE BOOK STANDARD DETAILS AND SPECIFICATIONS AS ADOPTED BY DOUGLAS COUNTY, NEVADA, OR AS MODIFIED HEREIN.
7. ALL WATER PIPE SHALL BE TESTED AT 150 P.S.I.G. FOR 2 HOURS UNTIL IT PASSES REQUIREMENTS PER STANDARD SPECIFICATIONS. SEE SECTION 336.03.08 FOR LEAKAGE CRITERIA.
8. ALL WATERLINES, PUMPS, RISERS AND WELLS SHALL BE DISINFECTED IN ACCORDANCE WITH STATE HEALTH DEPT. REQUIREMENTS AND A.L.W.A. C-851-86. PRIOR TO ACCEPTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTING ALL REQUIRED SAMPLES UNDER SUPERVISION OF INSPECTOR AND THE COST OF ANALYSIS AT A NEVADA APPROVED LABORATORY.
9. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS.
10. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THEREOF, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
11. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE LOCATIONS AT THE PROPOSED POINTS OF CONNECTION AND IN AREAS OF POSSIBLE CONFLICT WITH NEW UTILITY INSTALLATION, PRIOR TO BEGINNING CONSTRUCTION. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, HE SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.



VICINITY MAP



LOCATION MAP

**LEGEND:**

EXISTING	PROPOSED
	HYDRANT
	UTILITY POLE
	SPOT ELEV. +99.28
	A.C. PAVEMENT
	P.C.C. SIDEWALK or GUTTER
	TO BE REMOVED
	AGG. BASE
	CONTOUR
	UNDERGROUND UTILITY LINES
	FENCE
	PROPERTY LINE OR R/W LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	CONTROL POINT
	SOIL TEST PIT
	WATER VALVE
	GAS VALVE
	SANITARY SEWER MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE BOX
	WATER METER
	GAS METER
	POWER VAULT
	CATCH BASIN
	GRADEBREAK
	DETAIL REFERENCE

**BASIS OF BEARING:**

THE BASIS OF BEARING FOR THIS PROJECT IS THE NORTH PROPERTY BOUNDARY OF THE PARK PARCEL. BEARING = N 89°59'26" W

**BASIS OF ELEVATION:**

THE BASIS OF ELEVATION FOR CONSTRUCTION ON THIS PROJECT IS THE SET PK NAIL @ CENTER OF S/W ON SOUTH SIDE OF BLUEROCK ROAD BETWEEN #743 AND #745. ELEV. = 100.00 (ASSUMED)

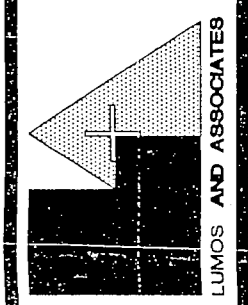
**APPROVED BY:**

\_\_\_\_\_  
 GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT      DATE

**SHEET INDEX:**

TITLE SHEET	1
SITE/UTILITY PLAN	2
GRADING PLAN	3
DETAILS	4
LANDSCAPE PLAN	5

LUMOS AND ASSOCIATES  
 Civil Engineering • Surveying • Material Testing • Planning  
 800 E. College Pkwy., Carson City, NV 89706 (775) 883-7077



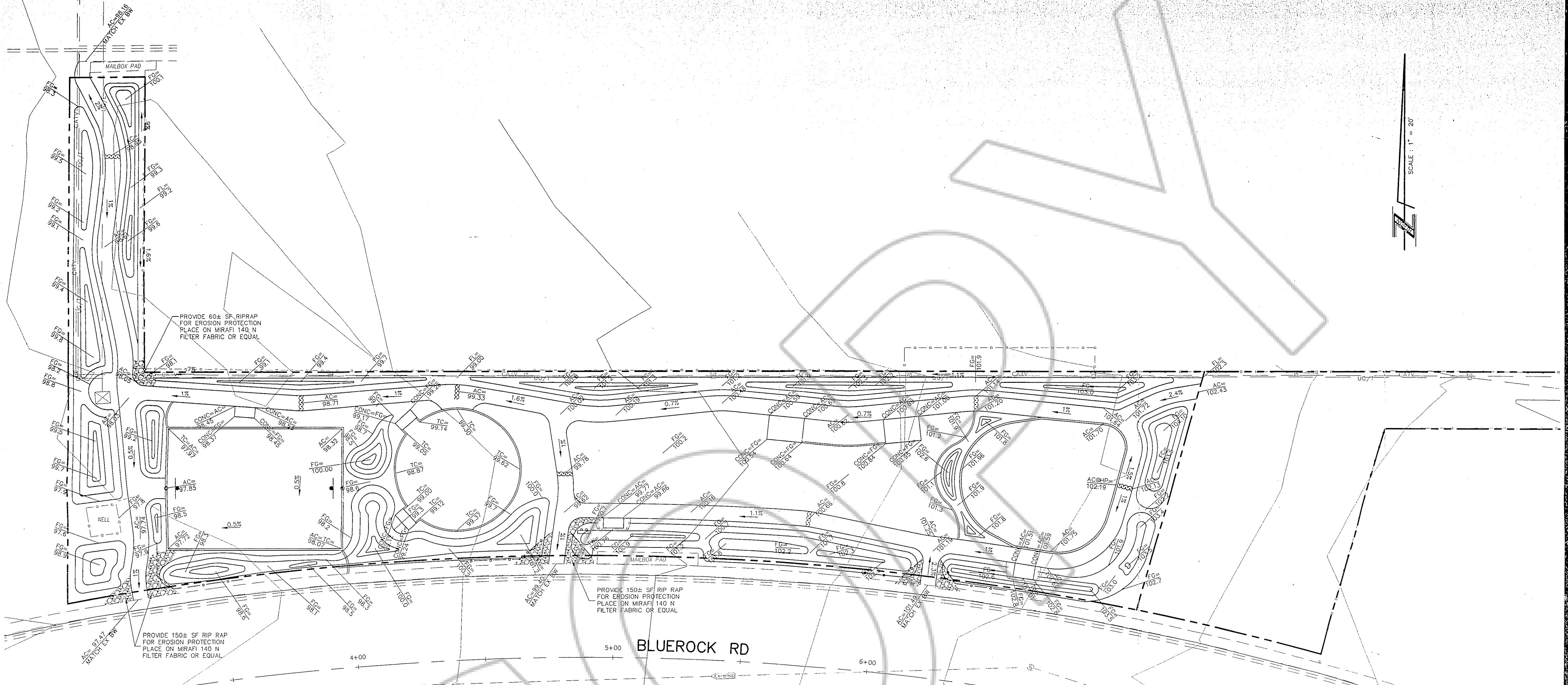
GRGID  
 TITLE SHEET  
 FOR  
 BLUEROCK PARK  
 DOUGLAS COUNTY  
 NEVADA

DATE: MARCH, 1999  
 SCALE: N.T.S.  
 DRAWN BY: JAP  
 DESIGNED BY: KK  
 CHECKED BY: PL  
 JOB NO.: 4467.003  
 DWG. NO.: 44673TS

SHEET  
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KIMMERLING RD



PROVIDE 60± SF RIP RAP FOR EROSION PROTECTION PLACE ON MIRAFI 140 N FILTER FABRIC OR EQUAL

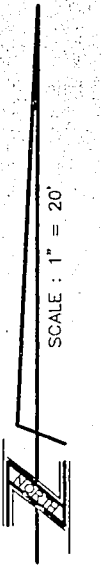
PROVIDE 150± SF RIP RAP FOR EROSION PROTECTION PLACE ON MIRAFI 140 N FILTER FABRIC OR EQUAL

PROVIDE 150± SF RIP RAP FOR EROSION PROTECTION PLACE ON MIRAFI 140 N FILTER FABRIC OR EQUAL

**NOTES:**

1. ALL SLOPES FOR MOUNDING SHALL BE A MAXIMUM OF 4:1
2. CONTOURS SHOWN FOR MOUNDS DO NOT REFLECT ACTUAL ELEVATIONS. THEY ARE SHOWN ONLY TO REPRESENT SHAPE AND CONCEPT OF THE MOUNDS.

BASIS OF ELEVATION = ELEV. 100.00 (ASSUMED)



NO.	COMMENTS	DATE

**LUMOS AND ASSOCIATES**  
 Civil Engineering • Surveying • Planning • Material Testing • Planning  
 800 E. College Pkwy., Carson City, NV 89706 (775) 883-7077

GARDNERVILLE RANCHOS GENERAL IMPROVEMENT DISTRICT  
**GRADING PLAN**  
 for  
**BLUEROCK PARK**  
 DOUGLAS COUNTY NEVADA

DATE: FEB. 1999
SCALE: 1" = 20'
DRAWN BY: JAP
DESIGNED BY: KK
CHECKED BY: PL
JOB NO.: 4467.003
DWG. NO.: 4467.002

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COPIED  
RECEIVED  
APR 7 2000  
DOUGLAS COUNTY  
CLERK OF THE DISTRICT COURT

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 APR -7 AM 11:47

LINDA SLATER  
RECORDER

\$ 6 PAID ko DEPUTY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: April 7, 2000  
B. REEF Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. Malloch Deputy

**SEAL**

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