



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

COMMISSION MEETING DATE: JUNE 2, 2020

DATE: March 25, 2020

TO: Open Space and Regional Parks Commission

FROM: Sophia Kirschenman, Park Planner,
Community Services Dept., 328-3623, skirschenman@washoecounty.us

THROUGH: Eric Crump, Operations Division Director
Community Services Department, 328-3625, ecrump@washoecounty.us

SUBJECT: Discussion and possible recommendation to the Board of County Commissioners to approve the Blackstone Park Maintenance Agreement between Washoe County and Blackstone Estates Homeowners' Association. (Commission District 4.)

SUMMARY

The Washoe County Board of County Commissioners (BCC) recently approved the Blackstone Estates Park Agreement between Washoe County and JC Blackstone, LLC, as recommended by the Open Space and Regional Park Commission. This agreement approved the distribution of the Residential Construction Tax funds collected through the construction of the Blackstone Estates and Sugarloaf Ranch subdivisions for the construction of a neighborhood park. Per the Blackstone Estates Park Agreement, a separate and subsequent agreement would be executed between Washoe County and the Blackstone Estates Homeowners' Association (HOA) detailing the required park maintenance terms.

The Blackstone Park Maintenance Agreement describes the required conditions of the Blackstone Park, including that the park will be kept free of litter, debris and hazards; walkways will meet Americans with Disabilities Act standards; play equipment will meet National Playground Safety Institute standards; and irrigation will be fully operational with complete uniform coverage. Once the Blackstone Park Maintenance Agreement has been executed and the park has been built, the park will be conveyed to the HOA.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

September 10, 2019 – The BCC approved the Blackstone Estates Park Agreement.

September 3, 2019 – The Washoe County Regional Parks and Open Space Commission recommended approval of the Blackstone Estates Park Agreement to the Board of County Commissioners.

May 7, 2019 – The Washoe County Planning Commission approved Amendment of Conditions Case Number WAC19-0002 to amend the conditions of approval for Tentative Subdivision Map Case Number TM15-001. The conditions of approval for TM15-001 required the developer of the Blackstone Estates subdivision to construct a neighborhood park prior to the recordation of the 80th lot within the subdivision. The amended condition requires construction of the park prior to the recordation of the 107th lot in the subdivision, or issuance of the Certificate of Occupancy for the 80th home, whichever occurs first.

October 4, 2016 – The Planning Commission approved Tentative Subdivision Map Case Number TM15-001, which allowed for the creation of 161 lots for a single-family residential subdivision. As proposed by the applicant, the conditions of approval required the developer to construct a neighborhood park prior to the recordation of the 80th lot within the subdivision.

BACKGROUND

In 2016, a tentative subdivision map application was submitted to the Washoe County Community Services Department for a 161-lot single-family detached, common open space subdivision along Calle de la Plata in Spanish Springs. The developers proposed the construction of a neighborhood park within the subdivision to serve residents in the area. Terms were negotiated and in September of 2019, the BCC approved the Blackstone Estates Park Agreement between Washoe County and JC Blackstone, LLC for the distribution of Residential Construction Tax to help fund the construction of the Blackstone Park. After the park is constructed, it will be deeded to the Blackstone Estates HOA, which will own and manage the park in perpetuity. Since the park is being partially paid for with RCT funds, the park must be maintained to Washoe County standards. Per the Blackstone Estates Park Agreement, a separate and subsequent agreement would be executed detailing the maintenance terms to be implemented by the Blackstone Estates HOA. This Blackstone Park Maintenance Agreement satisfies that requirement.

Consistency with the 2019 Washoe County Regional Parks and Open Space Master Plan
Construction of the park is consistent with the goals and policies of the recently-approved 2019 Washoe County Regional Parks and Open Space Master Plan. Specifically, Strategy 1.B.4 states “Encourage individuals, private foundations, and/or private developers to give donations of land, gifts, and/or cash for construction of public recreation facilities.” The current project would not be possible without the donation of land and cash from the developer. Additionally, the Spanish Springs Planning Area Map identifies underserved residents located less than 1 mile away from the proposed park location. Construction of the Blackstone Park will fill an existing gap and provide recreational amenities to an underserved community. Per this agreement, the park will be maintained to Washoe County standards in perpetuity.

FISCAL IMPACT

None. There will be no maintenance costs to the County. All maintenance associated with the park will be the responsibility of the Homeowners’ Association.

RECOMMENDATION

It is recommended that the Open Space and Regional Parks Commission recommend that the Board of County Commissioners approve the Blackstone Park Maintenance Agreement between Washoe County and the Blackstone Estates Homeowners' Association.

POSSIBLE MOTION

Should the Commission agree with staff's recommendation, a possible motion would be:

“Move to recommend to the Board of County Commissioners approval of the Blackstone Park Maintenance Agreement between Washoe County and the Blackstone Estates Homeowners' Association.”

Blackstone Park Maintenance Agreement

This Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between Washoe County, a political subdivision of the State of Nevada, acting by and through its Community Services Department, hereafter called "County" and Blackstone Estates Homeowners' Association, a Nevada nonprofit corporation, hereafter called "Association" (collectively, County and Association are referred to as the "Parties"). In consideration of the terms and conditions hereof, the Parties agree as follows:

WITNESSETH:

WHEREAS, the Association is a common-interest community and nonprofit corporation created by JC Blackstone, LLC ("Blackstone") to own, maintain and operate the common elements within that certain real property located in Washoe County, Nevada, known as Blackstone Estates (161 lots) and Sugarloaf Ranch (119 lots) as described in Exhibit "A" and depicted on Exhibits "A-1" and "A-2", attached hereto and incorporated herein by reference;

WHEREAS, Blackstone and County entered into a park construction agreement ("Blackstone Estates Park Agreement") on September 10, 2019 whereby County agreed to distribute Residential Construction Tax funds to Blackstone for the construction of a neighborhood park ("Park") within the Blackstone Estates Subdivision;

WHEREAS, pursuant to the Blackstone Estates Park Agreement, the park shall be in substantial conformity with the approved plan as shown in Exhibit "B";

WHEREAS, Blackstone will convey the Park to the Association as a common element pursuant to NRS 116 and, following that conveyance, the Association shall become responsible for the Park's operation and maintenance.

NOW THEREFORE, the Parties agree on the following terms and conditions to provide for the perpetual maintenance and operation of the Park:

- I. Term. The Association, its successors and assigns shall maintain the Park in perpetuity, and shall ensure the Park is open and available for the general public and compliant with Nevada Revised Statutes.
- II. Maintenance. The Association will provide the labor, equipment and materials to properly maintain the Park to the maintenance standards specified in Exhibit "C", as consistent with the County's maintenance operations. The Association shall cause regular maintenance to occur on a reasonable basis on a schedule determined by the Association. If the County adopts a lesser maintenance standard for its parks, the Association shall be entitled to maintain the Park to this lesser standard. Without seeking approval from the County, the Association shall have the right to: (a) select replacement improvements when the same require replacement, provided that its selections shall be of equivalent quality to those

improvements originally installed; (b) modify the Park improvements to comply with any safety standards, as these standards may from time to time be amended; provided that the Association shall not be required to accelerate replacement of otherwise sound and serviceable equipment to comply with any safety standards unless the County is accelerating replacement of similar equipment in County-maintained parks; and (c) prune, trim or remove landscaping if material is diseased, hazardous, or fails to thrive where installed provided that any removed materials shall be replaced with the same plant material or similar plant material more likely to thrive in the original location.

- III. Damage and Vandalism; Insurance. The Association shall repair or replace as necessary any damage to the Park improvements shown on Exhibit "B". The Association shall maintain property insurance and general liability coverage on the Park and its improvements throughout the duration of this Agreement.
- IV. Right of Entry. The Association grants to the County the right to enter upon the Park in order to perform visual inspections of the Park for purposes of upholding the maintenance standards outlined within this Agreement. The County shall hold harmless, indemnify, and defend the Association, from and against any and all claims, demands, and losses of the Association, and third parties arising out of or related to the Right of Entry granted to County for the purposes of inspecting the Park and related Park improvements, hereof resulting from actions of County or any consultants, contractors, subcontractors, or others under County direction or control. Under no circumstances shall the County have any responsibility for any claims, demands, and losses resulting from any action or lack of action by the Association. County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.
- V. Dispute Resolution. In the event that the County reasonably believes that that Association has breached its maintenance obligations under this Agreement, the County shall give written notice to the Association, which notice shall specify the alleged breach and proposed cure in reasonable detail. The Association shall have sixty (60) days to respond by either curing the alleged breach or proposing a plan to cure the alleged breach and a date by which the alleged breach will be cured. The plan to cure the alleged breach shall be agreed upon by the Parties. If the Association fails to cure the alleged breach, the County shall have the right to enter the Property to effect the necessary maintenance and to recover the costs thereof from the Association and the Owners as provided in Article XVII, Section 17.02 of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Blackstone Estates recorded on October 29, 2019 in the Office of the Washoe County Recorder as Document No. 4967076.
- VI. Modification. This Agreement may be modified by the mutual consent of the Parties in writing.
- VII. Notice. Any notices required by this Agreement shall be given to the Association at the address of its registered agent as published on the Nevada Secretary of State's website. Any notices to the County shall be given to Director of the Washoe County Community Services Department at the address published on the County's website.

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

BLACKSTONE ESTATES HOMEOWNERS' ASSOCIATION, a Nevada nonprofit corporation

By: Darci Hendrix,
President, Board of Directors

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public, _____ of Blackstone Estates Homeowners' Association, a Nevada nonprofit corporation, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledge to me that he executed the instrument.

Notary Public
My Commission Expires: _____

COUNTY OF WASHOE, a political subdivision of the State of Nevada

By: Bob Lucey
Chair, Washoe County Board of County Commissioners

Washoe County Clerk

EXHIBIT "A"

BLACKSTONE

LOTS 1 THRU 21, 70 THRU 110, COMMON AREAS A AND B, PARCEL R-1 AND ALL RIGHT-OF WAY OFFERED FOR DEDICATION OF TRACT MAP NO. 5327 BLACKSTONE ESTATES UNIT 1 ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDERS OF WASHOE COUNTY, STATE OF NEVADA, ON MAY 24, 2007, AS FILE NO. 4913462 OF OFFICIAL RECORDS.

APN# 534-711-01 thru 12, 534-712-01 thru 14, 534-713-01 thru 07 (62 lots)

534-571-07 thru 08 (2 common area parcels A and B)

534-713-07 thru 08 (2 right of way parcel offered for dedication)

534-571-09 (1 remainder parcel)

SUGARLOAF RANCH

PARCEL NO. 24-1-0-1 OF SPANISH SPRINGS VALLEY RANCHOS UNIT NO. 2, IN THE COUNTY OF WASHOE, STATE OF NEVADA, ACCORDING TO THE DIVISION OF LAND MAP NO. 23, RECORDED JULY 21, 1977 AS FILE NO. 477226, OFFICIAL RECORDS, WASHOE COUNTY, STATE OF NEVADA.

EXCEPT ALL THAT PORTION OF SAID LAND LYING WITHIN CALLE DE LA PLATA AS SET FORTH IN A "RESOLUTION FOR ACCEPTING RIGHT-OF-WAY", RECORDED NOVEMBER 7, 1997 IN BOOK 5037, PAGE 604 AS DOCUMENT NO. 2151752, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.

APN 534-562-07

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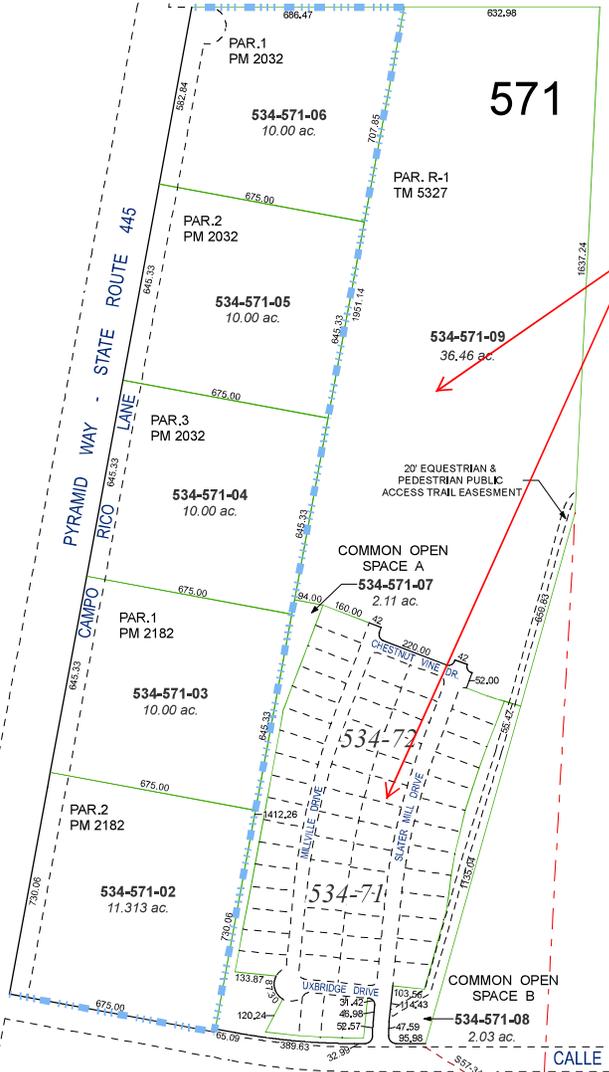
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APN 534-562-07

EXHIBIT A-1 (BLACKSTONE)



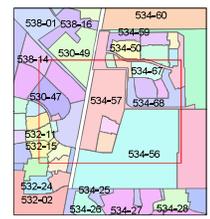
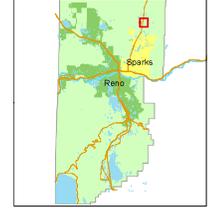
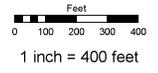
SITE

(#5327)
BLACKSTONE ESTATES
UNIT 1
 PORTION OF E½ SECTION 23
 T21N - R20E

Assessor's Map Number

534-57

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
 1001 East Ninth Street, Building D
 Reno, Nevada 89512
 (775) 328-2231



created by: **SR 06/07/2019**

updated: _____

area previously shown on map(s):

076-40

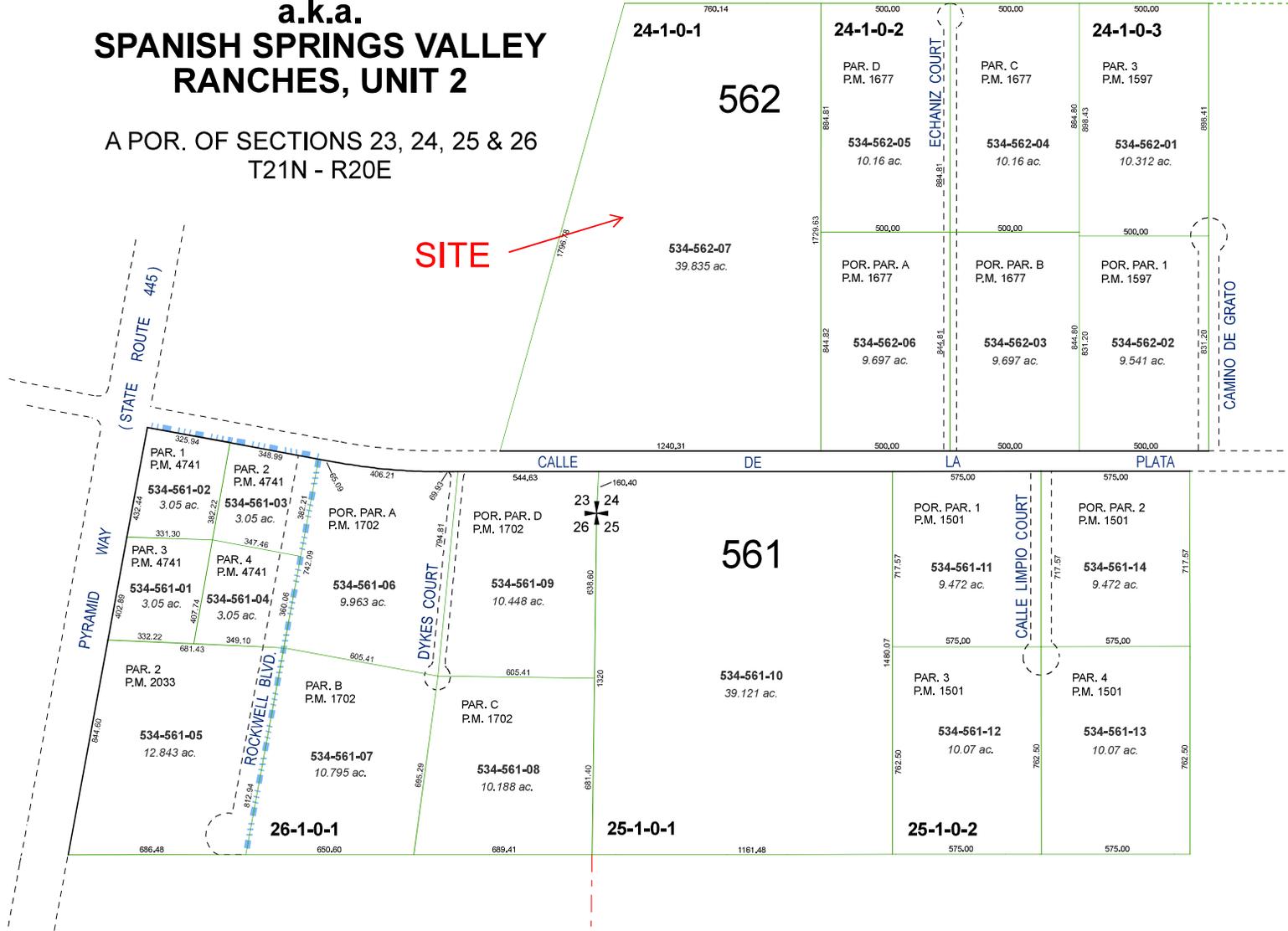
NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

23 24
 26 25

MAP OF DIVISION INTO LARGE PARCELS #23 a.k.a. SPANISH SPRINGS VALLEY RANCHES, UNIT 2

A POR. OF SECTIONS 23, 24, 25 & 26
T21N - R20E

EXHIBIT A-2 (SUGAR LOAF)

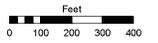


Assessor's Map Number

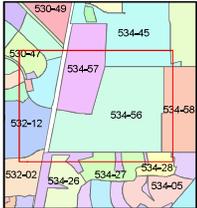
534-56

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor

1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231



1 inch = 400 feet



created by: KSB 1/25/11

last updated: _____

area previously shown on map(s)

076-40

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

Exhibit B - Park Design

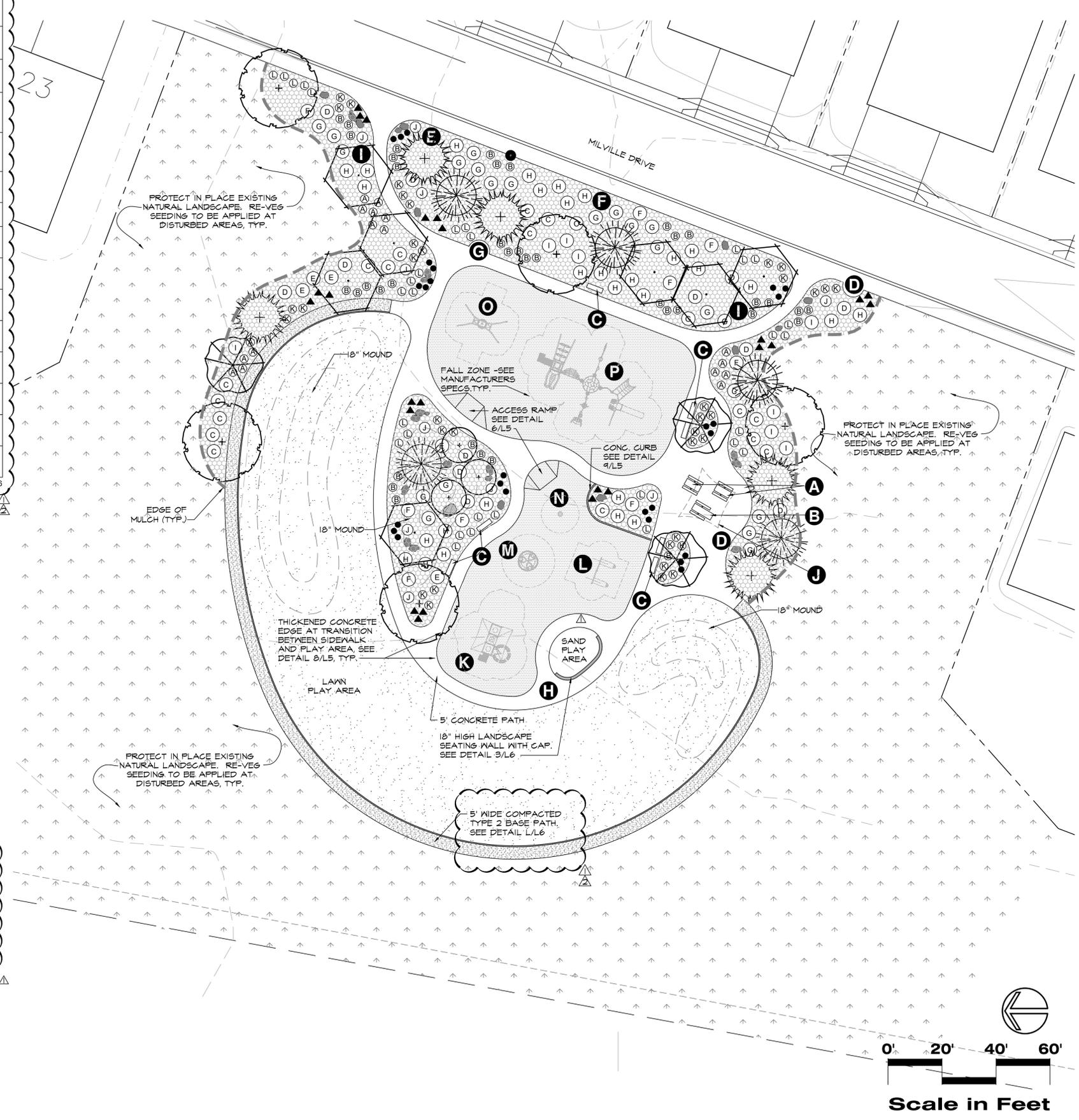
REFERENCE CHART

SYM.	QTY.	DESCRIPTION	MFG/MODEL NUMBER	COLOR*
A	2	6' PICNIC TABLES	WEBCOAT: 6' TABLE T6PERFPEDS, IN-GROUND MOUNT	TOP: GREEN SEAT: GREEN FRAME: BLACK
B	1	8' ADA PICNIC TABLE	WEBCOAT: 8' ADA TABLE T8PERFDBLPEDHDCPS, IN-GROUND MOUNT	TOP: GREEN SEAT: GREEN FRAME: BLACK
C	7	BENCHES	WEBCOAT: 6' BENCH WITH BACKLESS B6PERFS IN-GROUND MOUNT	SEAT: GREEN FRAME: BLACK
D	1	TRASH RECEPTACLES	WABASH VALLEY: RECEPTACLE (LR300D) WITH LINER (LR310N), DOMED LOCKING LID (DT100N), INGROUND LEG MOUNT (10056)	RECEPTACLE: GREEN LIDLINER: GRAY
E	1	PARK REGULATION SIGNAGE (2) PANELS	CONTRACTOR TO PROVIDE. SPECIFICATIONS TO BE IN CONFORMANCE WITH WASHOE COUNTY REGIONAL PARKS & OPEN SPACE STANDARDS	LOCATION TO BE DETERMINED IN FIELD. SEE 2 PANEL SIGNAGE CONCEPT.
F	1	PRIMARY PARK SIGNAGE	CONTRACTOR TO PROVIDE. SPECIFICATIONS TO BE IN CONFORMANCE WITH WASHOE COUNTY REGIONAL PARKS & OPEN SPACE STANDARDS	TBD
G	1	BIKE RACK (5 BIKE CAPACITY)	GAMETIME: LOOP BIKE RACK, 5 BIKES, IN-GROUND MOUNT (#7700)	GREEN
H		CONCRETE SIDEWALK	PER CIVIL DRAWINGS	--
I	2	PET STATION	MINI DOG WASTE STATION WITH BAG DISPENSER & SIGN MOUNTED ON METAL POST. MODEL: DEPOT-023 BY DOGIPOT (OAE)	GREEN
J	1	SHADE SAIL	LARGE (20'x15') CANTILEVER TORNADO SHADE SAIL FROM SHADE SYSTEMS, INC.	COLOR TBD
K	1	2-5 YR. PLAYGROUND	PLAY EVENTS BURKE MODEL #3D-2661 29'x23' USE AREA	--
L	1	2-5 YR. PLAYGROUND	SWINGS BURKE MODEL #550-9011 24'x23' USE AREA	--
M	1	2-5 YR. PLAYGROUND	VOLTA SPINNER BURKE MODEL #560-2599 20' DIAM. USE AREA	--
N	1	2-5 YR. PLAYGROUND	KID FORCE SPINNER BURKE MODEL #560-2573 14' DIAM. USE AREA	--
O	1	5-12 YR. PLAYGROUND	VOLITO MULTI USER SWING BURKE MODEL #550-0186 30'x27' USE AREA	--
P	1	5-12 YR. PLAYGROUND	MULTI PLAY BURKE MODEL #NUIN-2717 57'x45' USE AREA	--

*INSTALL TUFFWEAR PLAYGROUND MAT UNDER SWINGS AND SLIDES. SEE DETAIL 9/L6

PLANT LEGEND

SYM.	QNT.	BOTANICAL NAME/COMMON NAME	MIN. SIZE
DECIDUOUS TREES			
(Symbol)	5	ACER FREEMANII 'JEFFERSRED'/AUTUMN BLAZE MAPLE	2" CAL.
(Symbol)	3	MALUS X PRARIFIRE/PRAIRIFIRE CRABAPPLE	1-1/2" CAL.
(Symbol)	7	LIQUIDAMBER STYRACIFULA 'PALO ALTO'/PALO ALTO SWEETSUM	1-1/2" CAL.
(Symbol)	3	PRUNUS VIRGINIA 'CANADA RED'/CANADA RED CHOKECHERRY (MULTI)	25 GAL.
EVERGREEN TREES			
(Symbol)	5	PICEA PUNGENS 'GLAUGA'/COLORADO BLUE SPRUCE	6' MIN HT.
(Symbol)	5	PINUS NIGRA/AUSTRIAN PINE	8' MIN HT.
SHRUBS & ORNAMENTAL GRASSES			
A	17	BERBERIS THUNBERGII 'ATROPURPUREA'/RED-LEAF BARBERRY	5 GAL.
C	30	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'/FEATHER REED GRASS	5 GAL.
D	15	CORNUS STOLONIFERA/RED TWIG DOGWOOD	5 GAL.
E	5	BUDDELEIA DAVIDII 'BLACK KNIGHT'/BLACK KNIGHT BUTTERFLY BUSH	5 GAL.
F	4	COTINUS COGGYGRIA 'ROYAL PURPLE'/ROYAL PURPLE SMOKE TREE	5 GAL.
G	22	ELAEAGNUS PUNGENS/SILVERBERRY	5 GAL.
H	24	MISCANTHUS SINENSIS 'GRACILLIMUS'/MAIDEN GRASS	5 GAL.
I	9	PEROVSKIA ATRIPLICIFOLIA 'CRAZY BLUE'/CRAZY BLUE RUSSIAN SAGE	5 GAL.
J	10	PICEA PUNGENS 'GLOBOSA'/DWARF GLOBE BLUE SPRUCE	2 GAL.
K	36	ROSA X NOARE/RED GROUNDCOVER ROSE	2 GAL.
L	31	RHUS AROMATIC 'GRO-LOW'/GRO-LOW SUMAC	5 GAL.
PERENNIALS/FLOWERS			
(Symbol)	24	ARTEMESIA SCHMIDTIANA/SILVER MOUND	1 GAL.
(Symbol)	26	YARROW MILLEFOLIUM/COMMON YARROW (YELLOW OR GOLD)	1 GAL.
MULCH LEGEND -SEE NOTE 12 SHEET L1 FOR SPECIFICATIONS			
(Symbol)	WOOD FIBER 'FIBAR'		
(Symbol)	'FROCK' FRACTURED ROCK		
(Symbol)	LANDSCAPE BOULDERS - SALVAGED ON-SITE OR IMPORTED LANDSCAPE BOULDERS TO BE RANDOMLY PLACED THROUGHOUT THE LANDSCAPE AS INDICATED PER PLAN. SIZE		



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 Sparks, NV 89431 (775) 323-2223
 www.la-studionevada.com
 NV RLA #440



Nevada
Planting Plan
BLACKSTONE ESTATES PARK
KDH Builders
 Washoe County

No.	Revision Date
1	12/18/18
AGENCY COMMENTS	
2	7/18/19
WASHOE COUNTY PARKS	

LA No. 505-522-06-10
 Designed: LE
 Drawn: LE
 Checked: RWH
 Date: 4/28/18
 Sheet
1
 of
6

LANDSCAPE SPECIFICATIONS

GENERAL
 1. PLAN IS DIAGRAMMATIC ONLY. ALL LOCAL GOVERNING CODES SHALL BE MET. EXACT LOCATION OF TREES AND SHRUBS SHALL BE DETERMINED IN THE FIELD (INSTALL AS PER DETAILS) AND APPROVED BY THE OWNER'S REPRESENTATIVE.
 2. A MINIMUM OF TWO WORKING DAYS BEFORE PERFORMING ANY DIGGING, CALL UNDERGROUND SERVICE ALERT FOR INFORMATION ON THE LOCATION OF NATURAL GAS LINES, ELECTRIC CABLES, TELEPHONE CABLES, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND PROTECTION OF ALL UTILITIES, AND REPAIR OF ANY DAMAGE RESULTING FROM HIS WORK AT NO ADDITIONAL COST TO THE OWNER.
 3. DAMAGES: CONTRACTOR SHALL PROMPTLY REPAIR ALL DAMAGES TO EXISTING SITE AT NO COST TO OWNER.
 4. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES (I.E. PAVING, PLUMBING, ELECTRICAL, ETC.)
 5. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY SITE CONDITIONS PRIOR TO CONSTRUCTION AND TO NOTIFY THE OWNER'S REPRESENTATIVE SHOULD CONDITIONS EXIST WHICH PREVENT CONSTRUCTION AS PER THESE PLANS. COMMENCEMENT OF WORK SHALL CONSTITUTE ACCEPTANCE OF CONDITIONS AND RESPONSIBILITY FOR CORRECTIONS.
 6. CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.

PLANTING
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING THROUGHOUT ALL LANDSCAPE AREAS SUCH THAT THERE ARE NO HUMPS OR DEPRESSIONS AND POSITIVE DRAINAGE OCCURS THROUGHOUT.
 8. THE CONTRACTOR SHALL PROVIDE SOIL TEST RESULTS FOR EXISTING SITE SOIL INCLUDING: TEXTURE CLASSIFICATION, PH, NITROGEN, POTASSIUM, PHOSPHORUS, SODIUM HAZARD, SALINITY HAZARD, AND FERTILIZATION RECOMMENDATION FOR THE INTENDED USE. CONTRACTOR SHALL FOLLOW RECOMMENDATIONS OF SOIL TEST.
 9. INSTALL ALL PLANT MATERIALS AS PER DETAILS AND SOIL AND PLANT LAB REPORT. INFORMATION IN SOILS AND PLANT LAB REPORT SHALL PREVAIL OVER NOTES AND DETAILS.
 10. SOIL AMENDMENT SHALL BE HUMUS COMPOSED OF TOPSOIL, CEDAR BARK HUMUS, AND COMPOST. SUBMIT TO OWNER'S REPRESENTATIVE FOR APPROVAL.
 11. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PLANT MATERIAL PER SYMBOLS AND SPACING INDICATED ON PLAN. SYMBOLS PREVAIL OVER NUMBERS ON PLANT LIST. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT EXPRESSED WRITTEN CONSENT OF THE OWNER'S REPRESENTATIVE. SEE SUBMITTALS.
 12. ALL PLANTS NOT MEETING OR EXCEEDING REQUIREMENTS AND RECOMMENDATIONS OF THE LATEST EDITION OF THE ANSI Z60.1 'AMERICAN STANDARD FOR NURSERY STOCK' BY THE AMERICAN ASSOCIATION OF NURSERYMEN SHALL BE REJECTED. CONTRACTOR SHALL RECEIVE ON-SITE APPROVAL OF PLANT MATERIAL BY OWNER'S REPRESENTATIVE PRIOR TO PLANTING. FAILURE TO RECEIVE PRIOR APPROVAL MAY RESULT IN REJECTION OF PLANT MATERIAL FOLLOWING INSTALLATION. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND EVALUATE PLANT MATERIAL THROUGHOUT THE CONSTRUCTION AND MAINTENANCE PERIOD.
 13. ALL PLANTING BEDS SHALL RECEIVE FOUR-INCH DEPTH OF FOLLOWING:
 - FRACTURED SOCS - INSTALL 4" MIN. DEPTH OF 2'-3" FRACTURED 'FROCK' ROCK OVER LANDSCAPE FABRIC.
 - LANDSCAPE FABRIC - DEWITT PRO-5 NEED BARRIER (OAE), INSTALL IN ACCORDANCE WITH MFG'S SPECIFICATIONS
 - FIBAR - ENGINEERED WOOD FIBER PLAYGROUND MULCH. INSTALL 16" DEPTH AND SEE MANUFACTURER'S SPECIFICATION FOR INSTALLATION AND COMPACTION.

14. LOOSEN SUBGRADE OF LAWN AREAS TO A MINIMUM DEPTH OF 6 INCHES. REMOVE STONES MEASURING OVER 1 INCH IN ANY DIMENSION. REMOVE STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER. LIMIT PREPARATION TO AREAS WHICH WILL BE PLANTED PROMPTLY AFTER PREPARATION.
 15. SPREAD MINIMUM 6 CY SOIL AMENDMENT (GROUND CEDAR BARK BASED PRODUCT, 1/4" MAXIMUM PARTICLE SIZE, NITROGEN STABILIZED) PER 1,000 SF OVER AREA TO BE PLANTED. PLACE APPROXIMATELY 1/2 OF TOTAL AMOUNT OF SOIL AMENDMENT REQUIRED. WORK INTO TOP OF LOOSENED SUBGRADE BY ROTOTILLING TO CREATE A TRANSITION LAYER AND THEN PLACE REMAINDER OF SOIL AMENDMENT.
 16. FINE GRADE LAWN AREAS TO SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL, RAKE, AND DRAG LAWN AREAS, REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO MEET FINISH GRADES. LIMIT FINE GRADING TO AREAS WHICH WILL BE PLANTED IMMEDIATELY AFTER GRADING. FINISH GRADES SHALL BE AS NEEDED BELOW PAVEMENT EDGES TO ALLOW FOR SOD PLACEMENT.
 17. MOISTEN PREPARED LAWN AREAS BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE MOISTURE TO DRY BEFORE PLANTING LAWNS. DO NOT CREATE A MUDDY SOIL CONDITION.
 18. LAY SOD PIECES TIGHTLY TOGETHER WITH NO GAPS BETWEEN PIECES. STAGGER PIECES SUCH THAT SEAMS ALTERNATE EVERY OTHER ROW.
 19. IRRIGATE AND ROLL ENTIRE SOD AREA WITH 200 LB (MIN) ROLLER SUCH THAT THE FINISH SOD LAWN IS FREE OF HUMPS AND DEPRESSIONS.
 20. REPAIR ANY DAMAGE FROM OTHER CONSTRUCTION ACTIVITIES AND REPLACE ANY PIECES WHICH DO NOT ROOT AND GROW SUCH THAT THERE ARE NO BARE SPOTS THROUGHOUT SOD LAWN.

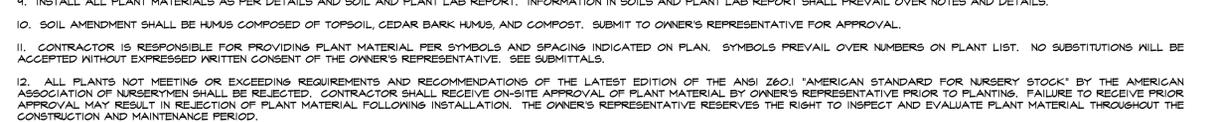
INSPECTIONS/APPROVALS/SUBMITTALS
 21. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING OWNER'S REPRESENTATIVE, A MINIMUM OF 48 HOURS IN ADVANCE, FOR THE FOLLOWING SITE OBSERVATIONS AND/OR MEETINGS:
 A. PRECONSTRUCTION MEETINGS WITH ALL PARTIES
 B. PLANT MATERIAL ON SITE, PRIOR TO INSTALLATION
 C. PLANT LOCATIONS STAKED OUT, PRIOR TO PLANTING
 D. OPEN TRENCH, MAINLINE (WITH VALVES ATTACHED) PRESSURE TEST
 E. IRRIGATION COVERAGE TEST
 F. FINAL PROJECT WALK-THROUGH
 G. ADDITIONAL SITE OBSERVATIONS AS DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE AND/OR CONTRACTOR.

22. SUBMIT AMENDMENT AND MULCH SAMPLES TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION. FAILURE TO COMPLY MAY RESULT IN REJECTION OF MULCH OR AMENDMENT PRIOR TO OR FOLLOWING INSTALLATION.
 23. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROVIDE PLANT MATERIAL AS SPECIFIED ON THIS PLAN. THE CONTRACTOR MAY SUBMIT A REQUEST TO PROVIDE SUBSTITUTIONS FOR THE SPECIFIED PLANT MATERIAL UNDER THE FOLLOWING CONDITIONS:
 A. ANY SUBSTITUTIONS PROPOSED SHALL BE SUBMITTED TO THE PROJECT OWNER'S REPRESENTATIVE WITHIN TWO WEEKS OF THE AWARD OF CONTRACT. SUBSTITUTIONS MUST MEET EQUIVALENT DESIGN AND FUNCTIONAL GOALS OF THE ORIGINAL MATERIALS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. ANY CHANGES MUST HAVE THE APPROVAL OF THE OWNER'S REPRESENTATIVE.
 B. THE REQUEST WILL BE ACCOMPANIED BY AT LEAST THREE NOTICES FROM PLANT MATERIAL SUPPLIERS THAT THE PLANT MATERIAL SPECIFIED IS NOT AVAILABLE AND WILL NOT BE AVAILABLE PRIOR TO CONSTRUCTION.
 24. SUBMIT REQUIRED SOIL REPORT, AND SAMPLE OF PROPOSED SOIL AMENDMENTS TO OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

25. RECORD (AS-BUILT) DRAWINGS: FOLLOWING COMPLETION OF PROJECT INSTALLATION, AND PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL PREPARE AND SUBMIT RECORD DRAWINGS DEPICTING A COMPLETE LANDSCAPE AND IRRIGATION INSTALLATION. PROCURE FROM OWNER FULL-SIZE COPIES OF CONTRACT DRAWINGS. CONSTRUCTION DRAWINGS SHALL BE ON THE PROJECT SITE AT ALL TIMES DURING INSTALLATION. CONTRACTOR SHALL MAKE A DAILY RECORD OF ALL WORK INSTALLED DURING EACH DAY. ACTUAL LOCATION OF TREES AND SHRUB BEDS, IRRIGATION VALVES, AND ALL IRRIGATION AND DRAINAGE PIPING SHALL BE SHOWN ON THE PRINTS BY DIMENSIONS FROM EASILY IDENTIFIED PERMANENT FEATURES SUCH AS BUILDING, CURBS, FENCES, OR PROPERTY LINES. DRAWINGS SHALL SHOW MANUFACTURER'S NAME AND CATALOG NUMBER. THE DRAWINGS SHALL BE TO SCALE. ALL INFORMATION NOTED ON THE PRINT SHALL BE TRANSFERRED TO THE COPIES BY CONTRACTOR AND ALL INDICATIONS SHALL BE RECORDED IN A NEAT, ORDERLY MANNER. THE RECORD SET SHALL BE TURNED OVER TO THE OWNER'S REPRESENTATIVE.

GUARANTEES/WARRANTY
 26. ALL PLANTED AREAS SHALL BE MAINTAINED FOR A PERIOD OF SIXTY DAYS FOLLOWING WRITTEN ACCEPTANCE BY OWNER'S REPRESENTATIVE. LANDSCAPE CONTRACTOR WILL GUARANTEE ALL PLANT MATERIAL (INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, GRASSES, AND PERENNIALS) FOR A PERIOD OF ONE FULL YEAR FOLLOWING FINAL ACCEPTANCE OF THE LANDSCAPE INSTALLATION BY THE OWNER'S AUTHORIZED REPRESENTATIVE. IN BIDDING AND INSTALLING THE PLANT MATERIAL SPECIFIED ON THESE PLANS, THE LANDSCAPE CONTRACTOR AGREES THAT THE PLANT MATERIAL SPECIFIED IS SUITABLE TO THE PROJECT SITE. FURTHERMORE, THE LANDSCAPE CONTRACTOR AGREES TO HONOR THE WARRANTY AND, IF NECESSARY, REPLACE SPECIES WITH A MORE HARDY PLANT TYPE IF DEEMED NECESSARY DUE TO EXCESSIVE DIE OUT. IF THE LANDSCAPE CONTRACTOR DOES NOT BELIEVE CERTAIN PLANT MATERIAL IS SUITABLE FOR THE SITE AND/OR ITS MICRO-CLIMATES, THE LANDSCAPE CONTRACTOR SHALL REQUEST TO MAKE PLANT MATERIAL SUBSTITUTIONS IN WRITING TO THE LANDSCAPE ARCHITECT PRIOR TO THE START OF INSTALLATION. PROPOSED SUBSTITUTIONS WILL RESULT IN NO ADDED COST.

6 LANDSCAPE SPECIFICATIONS



- PROVIDE EXPANSION JOINTS 80' O.C. MAX. WEAKENED PLANE JOINTS AT 5' O.C. MAX.
- CONCRETE REINFORCEMENT SHALL CONSIST OF COLLATED, FIBRILLATED POLYPROPYLENE FIBERS AS MANUFACTURED BY FIBERMESH OAE.
- ADD 1/2 LBS. FIBERMESH PER CUBIC YARD OF CONCRETE.
- CONSTRUCTION PERSONNEL SHALL NOT DRIVE VEHICLES OF ANY SIZE OR TYPE OVER CONCRETE HAS ACHIEVED THE REQUIRED 28 DAY'S DESIGN STRENGTH. THE CONTRACTOR SHALL PROTECT CONCRETE UNTIL THAT TIME.
- SUBGRADE, PER CIVIL PLANS (OR IN CONFORMANCE WITH GEOTECHNICAL REPORTS RECOMMENDATIONS).

LA Studio No. 020-555-09-17

8 PLAY AREA/ SIDEWALK/ THICKENED EDGE

9 PLAY AREA CONCRETE CURB

NOT TO SCALE

Washoe County

AGENCY COMMENTS

12/18/18

LA No. 505-522-06-10

Design: LE

Drawn: LE

Checked: RPH

Date: 8/2/18

Sheet

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L.A. Studio Nevada the landscape architecture studio

1552 C Street Sparks, NV 89431 (775) 323-2223 www.la-studionevada.com

NV RLA #440

REGISTRED LANDSCAPE ARCHITECT

RYAN HANSEN

440

7/18/19

Expires: 6/30/20

STATE OF NEVADA

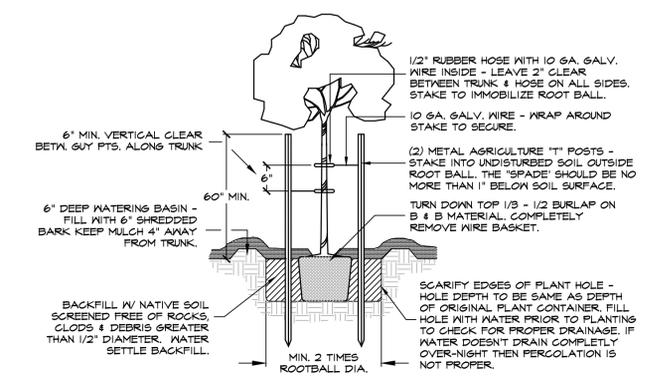
Nevada

Details

BLACKSTONE ESTATES PARK

KDH Builders

Washoe County



NOTES:
 1. REMOVE ALL NURSERY STAKES, TIES & TAGS - TREES MUST STAND UPRIGHT TO BE ACCEPTABLE. SEE NURSERY STOCK QUALITY STANDARDS.
 2. REMOVE DAMAGED BRANCHES - DO NOT REMOVE CENTRAL LEADER OR ANY LOWER BRANCHES.
 3. TOP OF ROOT BALL* TO BE 1" ABOVE EXISTING GRADE - NO NATIVE SOIL TO BE PLACED ON TOP OF ROOT BALL.
 4. GRADE WATERING BASIN SUCH THAT WATER COLLECTS AT EDGE OF ROOT BALL, NOT AT TRUNK.
 5. THOROUGHLY WATER IMMEDIATELY AFTER PLANTING.
 6. ORIENT GRAFT UNION TO FACE NORTH.
 * TOP OF ROOT BALL IS DEFINED AS THE LOCATION OF THE UPPERMOST LATERAL ROOT NOT THE SOIL LEVEL IN THE PLANT CONTAINER.

2 EVERGREEN TREE PLANTING



NOTES:
 1. REMOVE ALL NURSERY STAKES, TIES & TAGS - TREES MUST STAND UPRIGHT TO BE ACCEPTABLE. SEE NURSERY STOCK QUALITY STANDARDS.
 2. REMOVE DAMAGED BRANCHES - DO NOT REMOVE CENTRAL LEADER OR ANY LOWER BRANCHES.
 3. TOP OF ROOT BALL* TO BE 1" ABOVE EXISTING GRADE - NO NATIVE SOIL TO BE PLACED ON TOP OF ROOT BALL.
 4. GRADE WATERING BASIN SUCH THAT WATER COLLECTS AT EDGE OF ROOT BALL, NOT AT TRUNK.
 5. THOROUGHLY WATER IMMEDIATELY AFTER PLANTING.
 6. ORIENT GRAFT UNION TO FACE NORTH.
 * TOP OF ROOT BALL IS DEFINED AS THE LOCATION OF THE UPPERMOST LATERAL ROOT NOT THE SOIL LEVEL IN THE PLANT CONTAINER.

3 SHRUB PLANTING



NOTES:
 1. WATER PLANT WELL IMMEDIATELY AFTER PLANTING.
 2. REMOVE DAMAGED BRANCHES ONLY - DO NOT REMOVE CENTRAL LEADER OR ANY LOWER BRANCHES.
 3. TOP OF ROOT BALL TO BE 1" ABOVE EXISTING GRADE - NO NATIVE SOIL TO BE PLACED ON TOP OF ROOT BALL.
 4. GRADE WATERING BASIN SUCH THAT WATER COLLECTS AT EDGE OF ROOT BALL, NOT AT STEM.
 5. ALL PLANT MATERIAL TO BE INSPECTED PRIOR TO PLANTING.

NOT TO SCALE

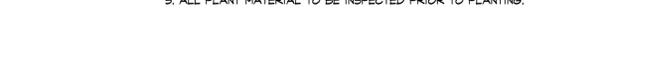
4 LANDSCAPE BOULDER



NOTES:
 1. WATER PLANT WELL IMMEDIATELY AFTER PLANTING.
 2. REMOVE DAMAGED BRANCHES ONLY - DO NOT REMOVE CENTRAL LEADER OR ANY LOWER BRANCHES.
 3. TOP OF ROOT BALL TO BE 1" ABOVE EXISTING GRADE - NO NATIVE SOIL TO BE PLACED ON TOP OF ROOT BALL.
 4. GRADE WATERING BASIN SUCH THAT WATER COLLECTS AT EDGE OF ROOT BALL, NOT AT STEM.
 5. ALL PLANT MATERIAL TO BE INSPECTED PRIOR TO PLANTING.

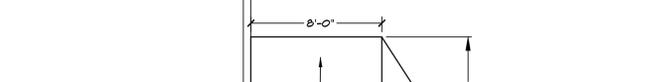
NOT TO SCALE

5 PLAY AREA ACCESS RAMP



NOT TO SCALE

6 PLAY AREA SUMP DRAIN



NOT TO SCALE

7 PLAY AREA CONCRETE CURB



NOT TO SCALE

8 PLAY AREA/ SIDEWALK/ THICKENED EDGE



NOT TO SCALE

9 PLAY AREA CONCRETE CURB



NOT TO SCALE

Washoe County

AGENCY COMMENTS

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REGISTRED LANDSCAPE ARCHITECT

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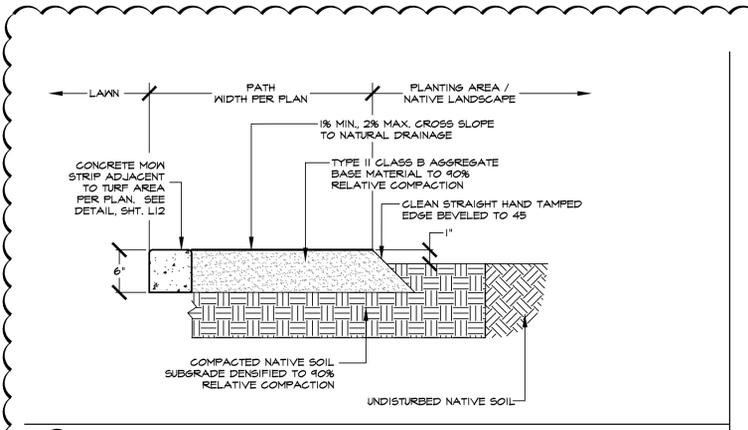
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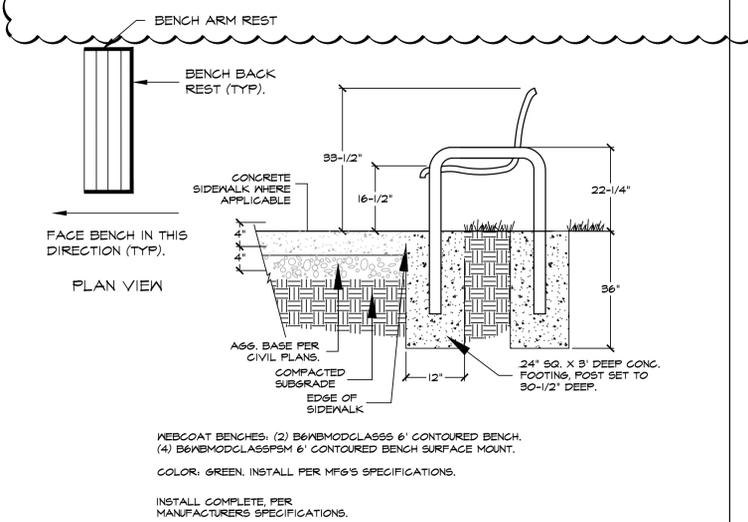
BLACKSTONE ESTATES PARK

KDH Builders

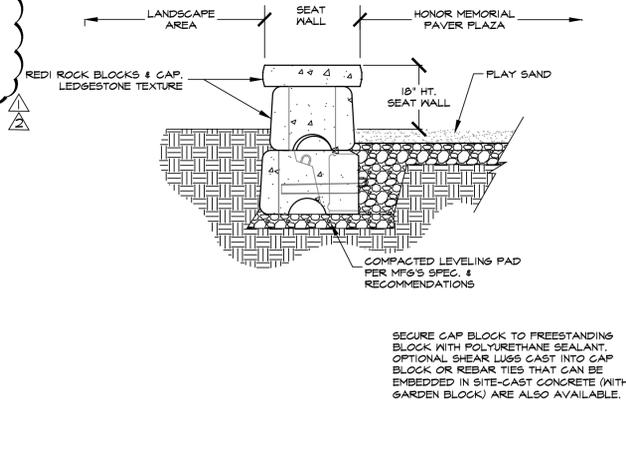
Washoe County



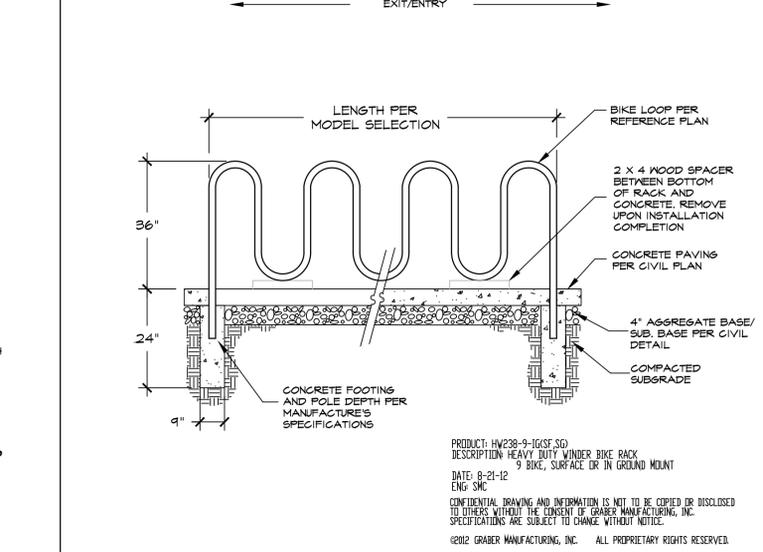
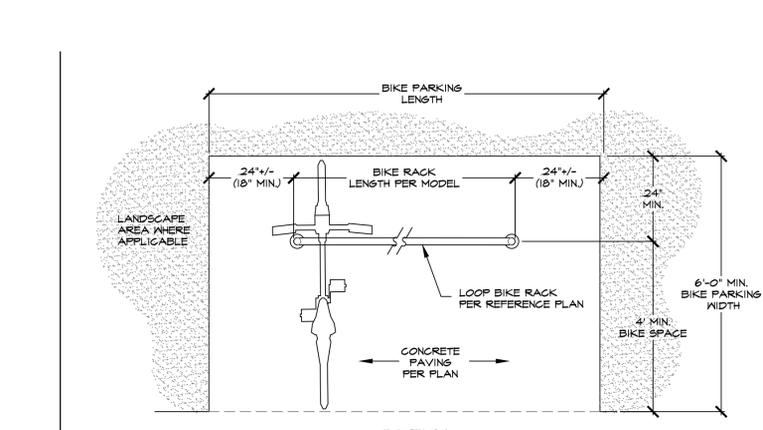
1 ROAD BASE PATH & SURFACING NOT TO SCALE



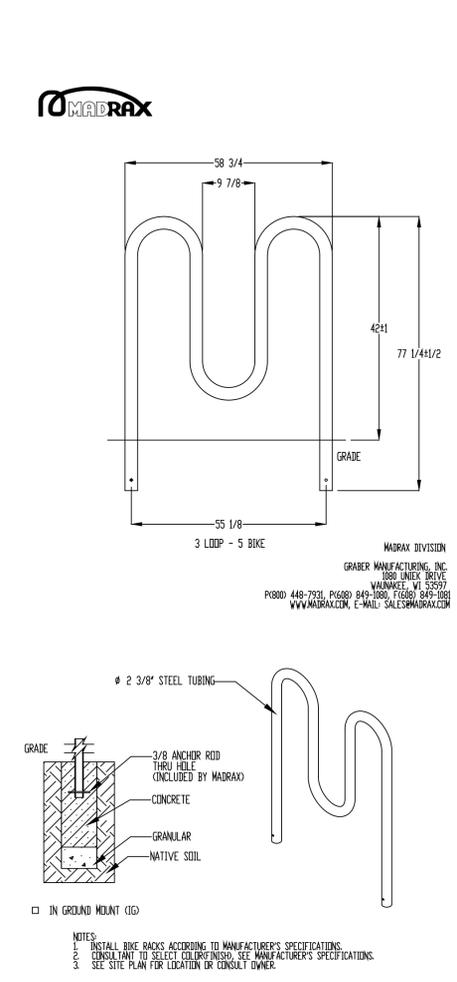
2 6' BENCH DETAIL - INGROUND MOUNT NOT TO SCALE



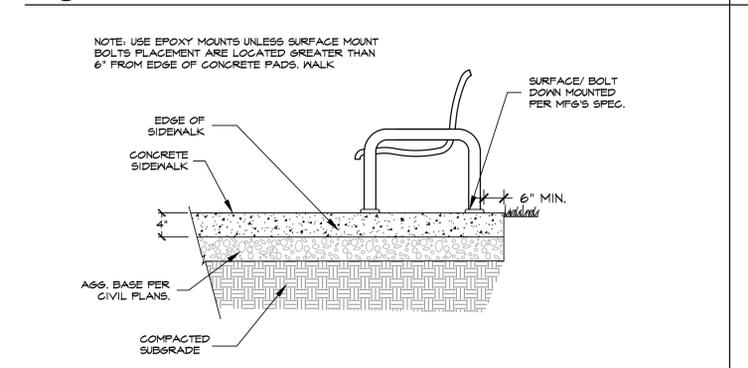
3 SEAT WALL CONCEPT DETAIL NOT TO SCALE



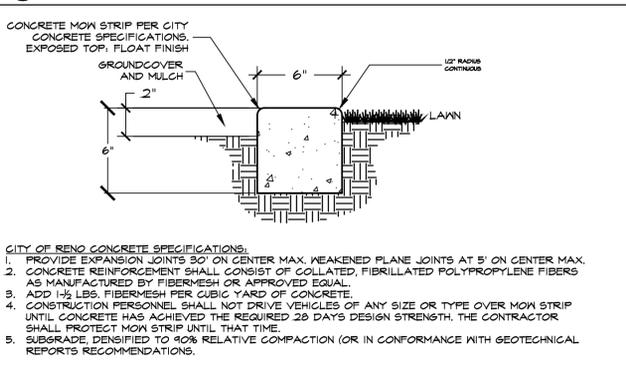
4 BIKE RACK (5 BIKE CAPACITY) NOT TO SCALE



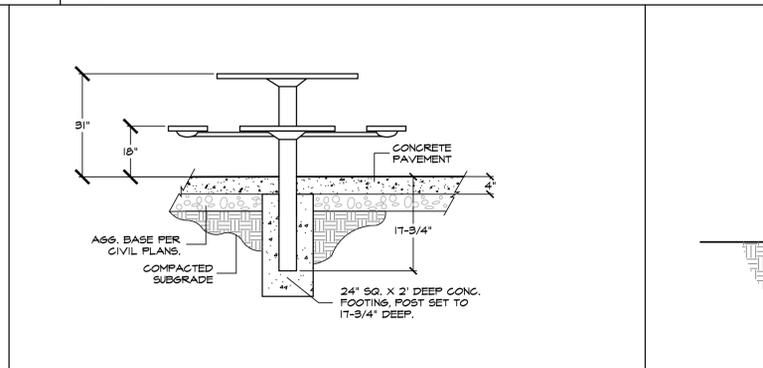
8 TRASH RECEPTACLE NOT TO SCALE



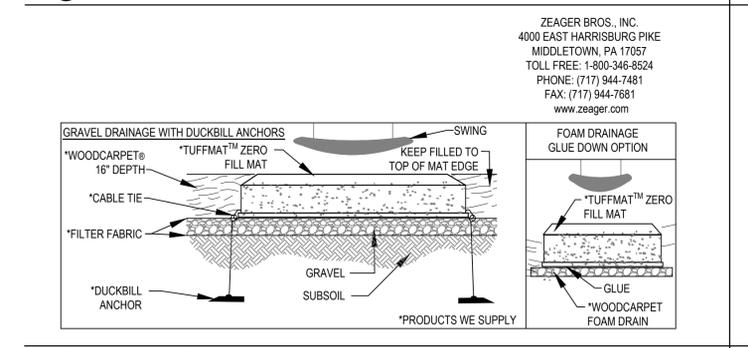
5 6' BENCH DETAIL - SURFACE MOUNT NOT TO SCALE



6 CONCRETE MOWSTRIP NOT TO SCALE



7 PICNIC TABLE - INGROUND MOUNT NOT TO SCALE



9 TUFFMAT® RESILIENT ZERO-FILL MAT



WOODCARPET® WEAR MATS
TUFFMAT ZERO FILL MAT (SHEET 1 OF 2)
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No.	Revision Date
1	12/18/18
2	7/18/19

AGENCY COMMENTS
WASHOE COUNTY PARKS

Exhibit C - SCOPE OF MAINTENANCE

I. General Standards

- a. Grounds**
 - i. Grounds are mowed and trimmed.**
 - ii. Park is free of litter, debris, and hazards.**
- b. Signage**
 - i. Park signs are secure and in good working order.**
 - ii. Signs are clean, painted and free of protrusions.**
- c. Walkways**
 - i. Walkways have a uniform surface, are level with the ground, and free of trip hazards.**
 - ii. Walkways have unobstructed accessibility (i.e., free from low and protruding limbs, guide wires, etc.).**
 - iii. Walkways are neatly edged.**
 - iv. Walkways are clear of weeds and grass growth in cracks and expansion joints.**
- d. Trash Receptacles**
 - i. Receptacles are clean.**
 - ii. Hardware for receptacles is intact.**
 - iii. Receptacles are free of cracks or damage.**
 - iv. Area around trash receptacles is clean and free of trash and debris.**
- e. Fencing**
 - i. Any fencing, hardware is intact and in good working order.**
 - ii. Bolts or screws are flush with the surface with no exposed sharp points.**
 - iii. Fencing is free of holes and protrusions, intact and in good working order.**
 - iv. Fencing is free of rust and properly painted.**
 - v. Any gates and/or latches are operational.**
- f. Bike Rack**
 - i. The bike rack is clean and free of graffiti.**
 - ii. Hardware for the bike rack is intact.**
 - iii. The bike rack is intact and in good working order.**

II. Playgrounds

a. Play Equipment

- i. Play equipment and surrounding play areas shall be replaced with equipment meeting ASTM and National Playground Safety Institute standards at the end of its useful life.**
- ii. Play equipment and hardware is intact.**
- iii. Play equipment is free of graffiti.**
- iv. Shade sails are secure and free from tears.**

b. Surfacing

- i. Fall surface is clean, level, and free of litter and debris.**
- ii. Fall surface shall be replaced with surfacing that meets ASTM and National Playground Safety Institute standards at the end of its useful life.**
- iii. Fall surface is properly draining, intact, and in good working order.**
- iv. Mat surfaces are free of holes and tears.**
- v. Mat surfaces are secure to base material and curbing.**

c. Borders

- i. Playground borders are well-defined and intact.**
- ii. Playground borders shall be replaced with borders that meet ASTM and National Playground Safety Institute standards at the of its useful life.**

III. Picnic Areas and Benches

a. Benches

- i. Slats are smooth and structurally sound.**
- ii. Hardware is intact and structurally sound.**
- iii. Nails, bolts, or screws are flush with the surface.**
- iv. Seats and backing are smooth with no protrusions and have no exposed sharp edges or pointed corners.**
- v. Benches are free of graffiti.**

b. Picnic areas

- i. Hardware is intact and structurally sound.**
- ii. ADA picnic table shall be replaced with a picnic table that complies with the Americans with Disabilities Act requirements at the end of its useful life.**
- iii. Nails, bolts and screws are flush with the surface.**
- iv. Picnic areas are clean, free of rust, mildew and graffiti.**
- v. Table frames are intact and slats are properly secured.**
- vi. Table seats and tops are smooth with no protrusions and have no exposed sharp edges or pointed corners.**

IV. Landscaping and Irrigation

a. Landscaping

- i. Vegetation is trimmed back from walkways and play areas to reduce hazards and does not impede entry and regress.**
- ii. Grounds are free of litter, debris and hazards.**

b. Ornamental Plants

- i. Plants are healthy.**
- ii. Plant areas are free of litter, debris, and weeds.**
- iii. Plant selection is appropriate for season and area usage.**

c. Irrigation

- i. Irrigation system is fully operational with complete uniform coverage.**
- ii. System is free of leaks.**
- iii. Heads are installed according to intended use.**
