



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

PUBLIC MEETING NOTICE

AMENDED

The Elko City Council will meet in regular session on Tuesday, January 12, 2021
at 4:00 P.M.–7:00 P.M., P.D.T. utilizing **GoToMeeting.com**

Please join my meeting from your computer, tablet or smartphone.

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<https://global.gotomeeting.com/join/602391917>

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date/Time Posted: 10:10 a.m., P.D.T., Thursday, January 7, 2021

Posted by: <u>Kim Wilkinson</u>	<u>Administrative Assistant</u>	
Name	Title	Signature

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

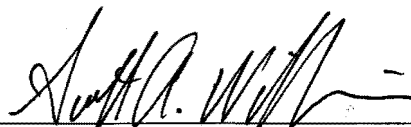
The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/602391917>** You can also dial in using your phone at **+1 (646) 749-3122** the Access Code for this meeting is **602-391-917** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: **cityclerk@elkocitynv.gov**

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Dated this 7th day of January 2021

NOTICE TO PERSONS WITH DISABILITIES

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



Scott Wilkinson, Assistant City Manager
Elko, Nevada

AMENDED
CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T.
TUESDAY, JANUARY 12, 2021
<https://global.gotomeeting.com/join/602391917>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering at the link above.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: December 8, 2020 Regular Session

I. PRESENTATIONS

A. Reading of a proclamation by the Mayor declaring the month of January 2021 as “National Radon Action Month,” and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

B. Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2020, including but not limited to, Staff response to audit findings, and matters related thereto. **FOR POSSIBLE ACTION**

Mike Spilker with Hinton Burdick CPAs will log in to present the City of Elko’s Fiscal Year 2019/2020 Financial Report. JB

C. Presentation of the Municipal Separate Storm Sewer System (MS4) Compliance Audit results and findings for the City of Elko conducted in August 2020. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

The United States Environmental Protection Agency and the Nevada Department of Environmental Protection conducted an audit of the City's MS4 program in August of 2020. The results of the audit were received on December 14, 2020. MR

II. CONSENT AGENDA

- A. Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for the purpose of conducting appraisals during the 2021 calendar year, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 8-1-1 requires the City Manager or designee to compile and submit a List of Appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko, and the City Manager has approved the list. CL

III. PERSONNEL

- A. Appointment of Elko Township Justice of the Peace Randall Soderquist as the City of Elko Municipal Court Judge, effective January 12, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

On November 3, 2020, Judge Mason E. Simons was elected to the 4th Judicial District Court, Department 3. On January 4, 2021, Judge Simons assumed the office of District Judge, resulting in his resignation as Municipal Court Judge.

On January 4, 2021, The Elko County Board of Commissioners appointed Randall Soderquist as the new Elko Township Justice of the Peace. Historically, the Justice of the Peace has also served as the City of Elko Municipal Court Judge.

A copy of Judge Simons' resignation letter has been enclosed in the agenda packet for review. CC

- B. Election of Mayor Pro-Tempore, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Mayoral designation of City Council members to specific "Liaison" positions within the City of Elko, and matters related thereto. **NO ACTION BY COUNCIL REQUIRED**

1. Police Department Liaison
2. Public Works Department Liaison
3. Waterworks and Sewer Liaison
4. Fire Department Liaison
5. Airport and Public Property Liaison
6. Parks/Recreation Department Liaison
7. Building Department Liaison
8. Animal Shelter Liaison

9. Landfill Liaison
10. Redevelopment Advisory Council (Board Member)
11. Stormwater Advisory Board
12. ECVA (Board Member)
13. NNRDA (Board Member)
14. Elko County Commission Liaison
15. Elko County Water Planning Commission Liaison
16. Elko County Fair Board Liaison
17. Elko County Regional Transportation Commission (Board Member)
18. Elko County Debt Management Commission (Board Member)
19. Elko County Recreation Board (Board Member)
20. Arts and Culture Advisory Board
21. Other Departments Not Listed

- D. Review, consideration, and possible approval of a Settlement Agreement and Release of All Claims between the City of Elko and Jonnye Jund in the amount of \$50,000, and matters related thereto. **FOR POSSIBLE ACTION**

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

Approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC.

- F. Review, consideration, and possible authorization to purchase a 4.45 acre parcel, referred to as APN 001-710-049, for the future extension of HARP trail, and matters related thereto. **FOR POSSIBLE ACTION**

In consideration of a possible purchase and authorized by the property owner, staff obtained an appraisal for the parcel APN 001-710-049. The appraisal dated September 1, 2020, conducted by Colliers International Valuation & Advisory Services indicates an as-is market value of \$17,800.00. CL

- G. Review, consideration, and possible approval to authorize Staff to solicit bids for the construction of the 5th Street Park Parking Lot, and matters related thereto. **FOR POSSIBLE ACTION**

This item has been approved in the Fiscal Year 2020/2021 budget. Use of this land within 5 years of acquiring it from the federal government was a condition of the transfer of ownership. Completing this project within this construction season will satisfy the condition. BT

- H. Review, consideration, and possible direction to Staff to solicit bids for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street, and matters related thereto. **FOR POSSIBLE ACTION**

The Water Department has fixed numerous leaks in the alley over the past few years and the 2 inch dead-end main needs to be replaced. There are possible plans to repave this alley, construct a parking lot and we would like to replace the water line before this happens. The new 6 inch main will tie in to 5th Street on one end and 4th Street on the other end to loop the system. The customers along this line will receive new service lines from the main to the new meter pits that will replace the existing city shutoffs. The existing line from the shutoffs will remain in place into the buildings. A new tap will be installed for future irrigation of the proposed parking lot. DJ

- I. Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-053-2021 Focused Study, and matters related thereto. **FOR POSSIBLE ACTION**

A Planning Consultant will conduct a Focused Planning Study for Elko Regional Airport to include: 1) Determine the overall configuration of the airfield and its ability to facilitate and maximize future demand, desired activities and economic and physical growth; 2) An assessment for the development of a Regional Aircraft Rescue and Fire Fighting (ARFF) Training facility; 3) An overview of the existing and future land use and economic development conditions; existing and future commercial and general aviation aeronautical need; 4) An assessment of commercial terminal and general aviation facility needs; 5) Development of a future comprehensive project listing; 6) A comprehensive analysis of existing runway, taxiway and apron configurations and a proposed future optimization of runway placement satisfactory to FAA guidelines and requirements. JF

- J. Consideration and possible authorization for Staff to order four (4) replacement Police Vehicles under the Enterprise Fleet Management Master Lease Agreement, and matters related thereto. **FOR POSSIBLE ACTION**

Due to pandemic-related production delays, replacement vehicle deliveries have been pushed back considerably. As such, Staff is requesting authorization to order four (4) replacement Police Vehicles (3 Patrol & 1 unmarked), anticipating the delivery will not occur until after July 1, 2021. No lease payments are due until after the vehicles have been delivered. CC

- K. Review, consideration, and possible approval for the Fire Department in collaboration with the Elko County LEPC to apply for the 2021 United We Stand Grant, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department in collaboration with the Elko County LEPC would like to apply for the 2021 United We Stand grant and request for the purchase of a heavy rescue truck. This grant would be used to purchase and refurbish a heavy rescue truck to be used to carry hazardous materials and technical rescue equipment to increase the effectiveness of the fire department to combat terrorism and hazmat incidents. Total amount of the grant would be around \$280,133.00 with a no match.
JS

V. SUBDIVISION

- A. Review, consideration and possible approval of Final Map No. 11-20, filed by Copper Trails, LLC, for the development of a subdivision entitled Copper Trails Phase 2 Unit 2 involving the proposed division of approximately 16.96 acres of property into 10 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located north of the intersection of Copper Street and Mittry Avenue. (APN 001-610-114). The Planning Commission considered this item on January 5, 2021, and took action to forward a recommendation to conditionally approve Final Map 11-20.
MR

VI. NEW BUSINESS

- A. Review, consideration, and possible action to accept the 2021 Planning Commission Work Program, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered a draft 2021 Work Program at their meeting January 5, 2021. They took action to approve the Work Program and forward it to Council for acceptance. CL

- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Copper Trails Phase 2 Unit 2 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR

- C. Review, consideration, and possible approval of a Golf Management Concessionaire Agreement between the City of Elko and TDS at Ruby View, LLC d.b.a. Duncan Golf Management, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible approval for the City of Elko to enter into a Cooperative Agreement with the Nevada Department of Transportation (NDOT) for the purpose of providing each other with project services related to respective stormwater programs, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko's Small MS4 permit encourages that jurisdictions work together and/or assist each other with their stormwater programs. Since the stormwater management responsibilities of the City of Elko and NDOT are fairly intertwined, the City and NDOT have entered into cooperative agreements in the past. The latest of these agreements expired in 2019, with no new agreement in 2020 due to COVID-19. In the past, these agreements have been used predominantly for assistance with public educational programs and have not resulted in any significant expenses. MR

- E. Review, consideration, and possible approval of a Grant, Bargain and Sale Deed and Contract of Purchase and Sale between Howard R. Wright and Alfred Montes De Oca and the City of Elko, for the sale and purchase of a parcel of land consisting of approximately 4.45 acres referred to as APN 001-710-049 in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This parcel would be purchased by the City of Elko with the intention of extending the HARP Trail to the new sports complex. CL

- F. Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with Bailey and Associates, LLC for the Cambridge Estates Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

As required by Elko City Code 3-3-21, the City and Bailey and Associates, LLC entered into an agreement to install improvements for the Cambridge Estates Subdivision on October 22, 2019. Bailey and Associates, LLC has completed the majority of the improvements with the exception of the final repairs required after an inspection on November 30, 2020. The developer is now requesting to post a performance guaranty in accordance with Elko City Code 3-3-22 and the approved performance agreement to cover the cost of the repairs. To accomplish this, Staff has determined that the City and the developer need to revise language in the agreement to install improvements to allow the posting of a performance guaranty for the remaining work. MR

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Bobbi R. Morley, DBA MODZ

Arcade, located at 570 Commercial Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

- B. Ratification of the Police Chief issuing a 90-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Deborah Barnhart, Clair Ketchum, and Anthony Lewis, DBA The Underground Nightclub, located at 548 Commercial Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, consideration and possible approval for White Cloud Communications Incorporated (White Cloud) for occupancy of approximately 2,500 feet of City owned conduit as shown on its plans for the Phase III Mountain City Highway project, generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection, and matters related thereto. **FOR POSSIBLE ACTION**

White Cloud Communications Incorporated (White Cloud) is requesting the utilization of City owned conduit generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection. White Cloud is proposing the installation of a 144 pair fiber cable in the conduit. The project also includes fiber extension from near the intersection Mountain City Highway and Idaho Street to D Street. The segment to D Street requires new construction. White Cloud will be required to have at least one customer within 90 days of installation. SAW

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible adoption of Resolution No. 2-21, a resolution of the Elko City Council, amending the Elko City Master Plan Proposed Future Land Use Plan Atlas Map 8 on: 1) six parcels of land located in the area of W. Cedar Street and D Street; 2) APN 001-01R-004 located on Front Street adjacent to the 5th Street Bridge; and 3) APN 110-620-058 located at the northeast corner of Ruby Vista Drive and College Parkway, filed as Elko City Master Plan Amendment No. 3-20, and matters related thereto. **FOR POSSIBLE ACTION**

December 1, 2020 the Planning Commission adopted its Resolution No. 3-20 to amend the Proposed Future Land Use Plan Atlas Map 8 of the current Elko City Master Plan as outlined above. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval.

NRS Section 278.210(5) allows Master Plans to be amended up to four times a year. This amendment was the third in 2020. MR

- B. Review, consideration, and possible action to adopt Resolution No. 27-20, a resolution and order vacating a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., filed and processed as Vacation No. 4-20, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this easement at its regular meeting of October 13, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of November 3, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-20 with findings in support of its recommendation. CL

IX. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager–**Update on the Needle Exchange Program and Cold Weather Program**
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

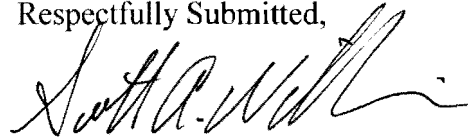
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott A. Wilkinson", written in a cursive style.

Scott Wilkinson
Assistant City Manager

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

SS December 8, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, December 8, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Meeting.

CALL TO ORDER

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda, or calling 775-777-0590. Questions can be sent to cityclerk@elkocitynv.gov.

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilwoman Simons
 Councilman Schmidtlein
 Councilman Chip Stone
 Councilman Bill Hance

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Susie Shurtz, Human Resources Manager
 Dale Johnson, Utilities Director
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Jack Snyder, Deputy Fire Chief
 Ty Trouten, Police Chief
 Dave Stanton, City Attorney
 Michele Rambo, Development Manager
 James Wiley, Parks and Recreation Director
 Jeff Ford, Building Official
 Bob Thibault, Civil Engineer
 Dennis Strickland, Public Works Director
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

Wil Moschetti explained about a month ago, unbeknownst to him, the City showed up and replaced his waterline with an inch and half meter housing. He was wondering what it would cost to have a meter installed. Without the meter, the base fee for his water service will cost more than what he already pays. He felt he should be paying per gallon no matter what size line he has. The City website needs to show what it would cost to put in a meter. He uses a lot of water and doesn't have a problem paying for it.

Mayor Keener said he would ask the Water Department to follow up on that.

There was one caller but there were technical issues with the call-in line. The caller was heard at the end of the meeting after the issues were resolved.

I. PRESENTATIONS

- A. Recognition of Councilman Robert Schmidtlein's eight (8) years of service on the Elko City Council, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**

Mayor Keener stated he was sorry to see Councilman Schmidtlein go. He paid the community well with his service.

Each Councilmember took turns expressing how they enjoyed working with Councilman Schmidtlein, all of his input and ideas, hard work and how much they will miss him.

Dave Stanton, City Attorney, said it has been a pleasure serving with him.

Several staff members also expressed their thanks to Councilman Schmidtlein and wished him luck in the future.

Claire Morris, Councilman Elect, also expressed his thanks to Councilman Schmidtlein.

Mayor Keener presented Councilman Schmidtlein with a going away gift. There will be a going away party but it has been postponed for the time being.

- B. Presentation by Hilary Fletcher, Jviation Inc. regarding the Elko Regional Airport Title VI Program, including the possible approval of a Title VI Policy for the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

As a recipient of Federal Financial Assistance from the U.S. Department of Transportation ("USDOT"), through the Federal Aviation Administration ("FAA"), the City of Elko, as the owner and operator of the Elko Regional Airport

("Airport" or "EKO"), is required to maintain and ensure compliance with Title VI of the Civil Rights Act of 1964 and the other non-discrimination authorities. The City also is required to comply with specific assurances in connection with grants issued by the FAA under the Airport Improvement Program, known as the "AIP Grant Assurances", which include further non-discrimination obligations. JF

Jim Foster, Airport Manager, explained this is a housekeeping item for the Airport. It will get us into compliance for future projects and leases. Jviation has been working on this policy for about the last six months. He noted the Title VI Policy was attached to another item (IV.G.) later in the agenda.

Hilary Fletcher, Jviation Inc. and Dan Reimer, ESQ., gave a presentation (included in the packet). Pages 61-63 of the packet is the Title VI plan.

Mayor Keener asked if someone else could read the policy statement into the record.

Councilman Stone read it into the record, found on page 62.

Mayor Keener was having some technical issues with his iPad. He asked if there were any questions or concerns on that item.

Dave Stanton, City Attorney, said there is a requirement under open meeting law, that in order to go to an item that is in writing, you have to be able to see the document. He can see it on his screen. It is fine that it is under another agenda item. The Mayor must be able to see the document and review it in order to vote on it.

Mayor Keener stated he did review the document in the agenda.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the Title VI Policy for the Elko Regional Airport with the additional document attached, including the policy statement that was read into the record.**

The motion passed unanimously. (5-0)

Mayor Keener moved back to Item A in order to allow Councilman Schmidtlein a chance to say a few words.

Councilman Schmidtlein reflected on his years of service, the number of leading personnel changes at the City, and being part of moving the City forward during difficult times, with the help of Curtis Calder, City Manager. He has worked with many different individuals at the City. Mayor Chris Johnson helped to dial in his ideas that would get people thinking of different ways of doing things. He thanked his wife for allowing him to do it. He also thanked his partners at Canyon Construction. A lot of good things have happened. The past ten months have been difficult and the changes have been drastic. We have learned to make adjustments along the way. The City is in a strong position even with the pandemic. It has been fun being part of City Council. He will miss Councilwoman Simons and everybody else after working with them for 8 years.

II. CONSENT AGENDA

- A. Review, consideration, and possible approval for the Elko Police Department to apply for a grant from Nevada Gold Mines, in the amount of one hundred and fifty-six thousand dollars (\$156,000), to assist with costs associated with purchasing a firearms training simulator, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval of a "Towing Services Agreement" template, and matters related thereto. **FOR POSSIBLE ACTION**

A towing services agreement is necessary to ensure all duty tow providers have equitable requests for tows, and the needs of the Elko Police Department are met in a timely manner. TT

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to approve the Consent Agenda.**

The motion passed unanimously. (5-0)

III. PERSONNEL

- A. Review, consideration, and possible approval of proposed update to City of Elko Human Resources Policy Manual - Longevity Pay Policy 5.6.6, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko HR Policy Manual includes policy 5.6.6 Longevity Pay. Currently, the policy provides longevity pay benefit to employees hired prior to January 1, 2012, for employment from 8 to 25 years of service. The years of service for longevity pay in the City of Elko HR Policy Manual have always mirrored the OE3 Contract (Operating Engineers Local 3) years of service. During negotiations with OE3 in 2020, the longevity pay benefit was extended to include years of service from 26-30. With your approval, the City of Elko HR Policy Manual's policy 5.6.6 Longevity Pay would be updated, to include years of service from 26-30. This will currently affect one (1) employee. SS

Susie Shurtz, Human Resources Manager, explained she looked at how this would look like in the next five years and there is the possibility of 5 more employees benefiting from this but that is dependent upon retirements, etc. She doesn't expect this to effect a lot of people.

Mayor Keener asked Kelly Wooldridge, City Clerk, if she had received any public comment of any of the agenda items.

Ms. Wooldridge answered that **she** had not received any public comments. She advised that the public call in line is back up and working again.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the City of Elko Human Resources Policy Manual Longevity Pay Policy as presented, effective December 8, 2020.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

- A. Review and possible approval of the November 24, 2020 Print n' Copy Warrants, and matters related thereto. FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the November 24, 2020 Print 'N Copy warrants in the amount of \$142.02.**

The motion passed. (4-0 Mayor Keener abstained.)

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the general warrants in the amount of \$1,355,509.96.**

The motion passed unanimously. (5-0)

- C. Review and possible approval of Print n' Copy Warrants, and matters related thereto. FOR POSSIBLE ACTION**

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the 12/8/2020 Print 'N Copy warrants in the amount of \$85.00.**

The motion passed. (4-0 Mayor Keener abstained.)

- D. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. FOR POSSIBLE ACTION**

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the Great Basin Engineering warrants in the amount of \$6,653.96.**

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

- E. Review, consideration, and possible direction to Staff, to solicit bids for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020, and matters related thereto. FOR POSSIBLE ACTION**

In September of 2018, ten (10) of the City's Water Storage Tanks were inspected by Blue Locker Diving. The 10 tanks have been placed on a priority list based on deficiencies noted in each tank. Ruby Vista Tank No. 2 and Indian View Heights Tank No. 1, were budgeted for recoating in 2020, but bids exceeded the amount budgeted for the project. Staff would like to rebid the project to complete the

recoating of Ruby Vista Tank No. 2 during this budget cycle, while the funds are available. DJ

Dale Johnson, Utilities Director, explained he was bringing this item back to solicit bids but this time it will be one tank instead of two. He hopes to get one tank done this year.

Mayor Keener asked if there wasn't enough money in the budget to complete two so now we are doing one.

Mr. Johnson answered yes.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to direct staff to solicit bids for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible approval of a change order 6A to MGM Construction, Inc. for the overexcavation of trash and contaminated soil in the front of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

Upon installing the foundation and utilities for the Water and Water Reclamation Facility (WRF) Shop, trash and contaminated soil was discovered. This area had to be overexcavated to depths of seven (7) plus feet and replaced with imported clean fill and compacted to finish subgrade. The trash and contaminated soil pile was surveyed at 2040 cubic yards. The soil has been analyzed and was determined to have oil and diesel concentrations. In total 4080 cubic yards had to be removed, imported, and compacted. DJ

Mr. Johnson explained this is change order proposal 6A but it will be official change order #2 for the Shop Project. When installing the foundation and utilities we encountered a large amount of trash and contaminated soil. It had to be excavated, new soil brought in and compacted. This will probably be one of a few change orders on this item. The contaminated soil will have to be hauled off and disposed of. We will incur costs in the form of tipping fees at a landfill that will take the soil, and hauling costs to get it there.

Mayor Keener asked if the contaminated soil has not been moved.

Mr. Johnson answered that was correct. It is sitting at the site. He expects that the job of hauling and disposing of the soil will be over the \$100,000 threshold and will require that we go out to bid for it.

Councilman Schmittlein agreed that it will be a hefty price tag in order to get this soil hauled out of here. He thought it would cost around \$150,000 or more. He asked if we could also haul the material to Utah or even Idaho.

Mr. Johnson answered that was correct. He could get the rates for the site in Utah.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, for the appropriation of Change Order Proposal 6A, Change Order 2, in the amount of \$88,835 payable to MGM Construction Inc., for the over-excavation of trash and contaminated soil and import of clean fill.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible authorization to solicit Statements of Qualifications from Airport Planning Consultant Services, and begin the selection process to complete an Airport Focused Planning Study at Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION.**

At the request of the FAA, Elko Regional Airport must complete an Airport Focused Planning Study. The airport is required to follow requirements in FAA Advisory Circular 150/5100-14(series), *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. The airport must solicit qualifications from interested consultant firms interested in completing an airport focused planning study at the Elko Regional Airport in 2021 (based upon FAA AIP Funding availability). Upon selecting the most qualified firm, the airport will enter into negotiations over the lump sum price for completing this planning study. JF

Jim Foster, Airport Manager, explained this is our next AIP funded project. It will be a focus planning study on things like Highway 40, the Fire Station and runway 12-0. It will give us a better understanding of where we will be headed in the future with all our AIP funded projects coming up. This process will be similar to when we contracted with Jviation for overall services. We will review the qualifications and set up interviews to award this contract. It is funded through the FAA but he is waiting to find out if the match funding will be the same or if it will be another round of no matches for the City.

Mayor Keener asked if Jviation provides the types of services being called for on this item.

Mr. Foster answered yes they do. They couldn't be involved in writing the qualifications or the bid because they do want to bid on this project. We have to go through the proper means to accomplish that.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to authorize staff to advertise and solicit qualifications in order to begin the selection process of a consultant to perform an Airport Focused Planning Study.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS

- A. Review, consideration, and possible approval of Revocable Permit No. 4-20, filed by Ygoa Ltd., to occupy a 249 square feet portion of the Silver and Third Street right-of-ways adjacent to their parcel located at 246 Silver Street to accommodate installation of columns and footings to support a new balcony, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to build a balcony to replicate the original building façade and it structurally cannot be supported by the existing building. The engineered design is proposing the new columns and footings to be located adjacent to the building but within the Right-of-Way. CL

Cathy Laughlin, City Planner, explained the license agreement was included in the packet. She recommended approval.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve Revocable Permit No. 4-20, subject to the execution of a standard License Agreement between the applicant and the City of Elko.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval to fill one (1) vacant seat on the Arts and Culture Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

A Letter of Interest has been submitted by Mr. Tom Lester. A copy of the letter has been provided in the packet for your review. SAW

Scott Wilkinson, Assistant City Manager, explained one person expressed an interest and there is a letter in the packet.

Tom Lester said it would be an honor to sit on the board and continue to promote Elko as a destination for Arts and Culture.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to appoint Mr. Tom Lester to the Arts and Culture Advisory Board.**

The motion passed unanimously. (5-0)

- C. Review and possible approval of the updated City of Elko Purchasing Policy, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide the updated City of Elko Purchasing Policy for City Council consideration. JB

Jan Baum, Financial Services Director, explained the changes to the policy. The new policy would go into effect January 1, 2021.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the updated City of Elko Purchasing Policy.**

The motion passed unanimously. (5-0)

- D. Consideration and possible approval of a “Contract of Purchase and Sale of Parcel with Professional Office Building,” and matters related thereto. **FOR POSSIBLE ACTION**

Due to the COVID-19 crisis, the City of Elko has been actively seeking to purchase a suitable building of approximately 5,000 square feet, with adequate space for employee and public parking. The City of Elko reviewed three (3) different buildings and associated property for suitability, and subsequently had each property appraised.

Due to building occupancy limits in the two (2) City-owned modular buildings at City Hall, additional office space is needed to accommodate the Planning, Engineering, Community Development, and Building Departments.

Staff recommends entering into a “Contract of Purchase and Sale of Parcel with Professional Office Building” for property located at 1750 Manzanita Drive, for a total purchase price of \$700,000. A copy of the contract has been included in the agenda packet for review. CC

Curtis Calder, City Manager, explained no action was taken on this item at the last meeting. He left it on here just in case the owner of the building was going to be in a position to execute on this contract. The issue is that they need to be able to relocate to another commercial building but they have been unsuccessful in finding a suitable location. His recommendation for this item would be, unless the owners are ready to come forward and execute this contract, to withdraw the tentative offer and the Contract of Purchase and Sale in order to give us the opportunity to look at other office space. This could come back to us if the Sutherland’s are successful in finding another location.

Councilman Stone said he had the owners on the phone and they are still in the same position and have not been able to find a suitable location. They are still looking.

Mayor Keener agreed that we need to withdraw this offer. The other Council Members agreed.

**** A motion was made by Councilman Schmittlein, seconded by Councilwoman Simons, to withdraw the current potential purchase of a professional office building located at 1750 Manzanita Drive.**

The motion passed unanimously. (5-0)

- E. Review and consideration of Golf Professional/Management Proposals for Ruby View Golf Course, including the selection of a qualified individual and/or firm to enter into negotiations with, and matters related thereto. **FOR POSSIBLE ACTION**

A total of four (4) proposals were received and reviewed the Selection Committee: Antares Golf, LLC, Duncan Golf Management, Kemper Sports, and Swing Hard, Inc. Copies of the Golf Management/Management Proposals have been included in the agenda packet for review.

While the Committee was impressed with all four (4) proposals, only Duncan Golf Management and Swing Hard, Inc. reached the finalist stage of the process. Telephone interviews were conducted with Duncan Golf Management and Swing Hard, Inc., which proved helpful in clarifying their respective proposals. The Selection Committee also entertained input from interested members of the golfing community.

Both companies understood the challenges and demonstrated the necessary qualifications and experience to be successful at Ruby View. After significant debate, the Committee voted 3-2 in favor of Duncan Golf Management.

Regardless of the City Council's final decision, it must be contingent upon successfully negotiating an agreement with the selected firm. Staff anticipates a final agreement will be presented for consideration at the January 12, 2021 City Council meeting. CC

Curtis Calder, City Manager, explained the selection committee spent quite a bit of time on this. At the end there was a split vote. Ultimately, it is the Council's decision. City Staff is prepared to move forward with either of the two finalists. As a selection committee member, he was in favor of Duncan Golf Management. He opened up with the other committee members to explain their decision.

Councilman Schmidtlein stated there were two that stood out amongst the four applicants. There were a lot of good things to say about both companies. It wasn't until the interview process that they were able to make a decision. He was in favor of Swing Hard, Inc. until the interviews. He did not go with Swing Hard because Brent does not have a large enough staff to take on two courses. That was when he decided that Duncan would be a better fit for the City of Elko.

Wil Moschetti said he appreciates being part of the process. He was one of the two that preferred Swing Hard. He thought Duncan would be the big pea in the small pod. He thought Swing Hard would do well with us. He was worried that Duncan would come in, fire everyone and hire people at \$10 an hour. Duncan also offered a cut in the bar revenues. He didn't think the City could be in the bar business.

James Wiley, Park and Recreation Director, said he was not an official committee member. He was asked to read and evaluate the proposals on his own. He felt Duncan was the best for the job.

Claire Morris stated he was out of town for the interviews but he had been able to spend some time with some of the other selection committee members. He wasn't ready to have Duncan Golf come in and take over the entire golf course but he was willing to let them take over the bar, restaurant and the pro shop to see how they do.

Jan Baum said that Councilman Schmidtlein gave a good summary of the two vendors. She preferred Duncan Golf. She has the City's financial interests at heart and she felt Duncan was a better fit. She invited both vendors to this meeting and they may be on the call.

Chris Johnson, Former Mayor, said he appreciated the opportunity to be part of the process. He was in support of the selection committee's recommendation.

Scott Wackowski, Duncan Golf, offered to answer any questions. He knows they need to earn the City's trust and they plan on doing that.

Councilman Stone wanted to ensure that this will not affect the current employees.

Mr. Calder answered the first year or two will be the golf management of the clubhouse and course and not the maintenance. Pete Dondero will not be there forever and will retire someday. At that point maybe we can look at Duncan doing more out there. He hoped to have an agreement for Council approval at the first meeting in January.

Mayor Keener asked for public comment without a response.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to authorize staff to work on an agreement specifying Duncan Management as the successful Ruby View Golf Course proposal moving forward and authorize City staff to negotiate a contract.**

The motion passed unanimously. (5-0)

VI. RESOLUTIONS AND ORDINANCES

- A. Review, discussion, and possible adoption of Resolution No. 30-20, a resolution approving a Memorandum of Understanding, and Form Contract to be utilized for Cold Weather Shelters during Cold Weather Emergencies, and matters related thereto. **FOR POSSIBLE ACTION**

As a possible means of providing shelter to homeless persons during periods of extreme cold weather staff is proposing the adoption of a Memorandum of Understanding and a Form Contract that could be utilized to rent hotel/motel rooms under NRS 332.112 on an as-available basis. SAW

Scott Wilkinson, Assistant City Manager, explained he and the City Attorney spent a lot of time discussing how the City could approach this. If we want to move forward it was determined it would be best to do so under NRS 332.112. We developed this MOW and Form Contract. They will follow-up with some of the hoteliers that have expressed an interest in renting rooms during these times if there are rooms available. He recommended adopting the Resolution so he can reach out to the hoteliers and explain the Form Contract would be the contract we would use during a cold weather event.

Mayor Keener asked if there is a cold weather event and there is a bigger demand than there are rooms, would that be an issue.

Dave Stanton, City Attorney, answered that would not be an issue. We will try to provide as many rooms as possible. We would not be liable if anything happens to those that did not get a room. He felt this was a great program the City is providing. The City is not obligated to do this.

Mayor Keener asked if they would be able to use CARES Act Funding for this.

Jan Baum, Financial Services Director, answered yes.

Curtis Calder, City Manager, stated this is being presented to Council as an option. Another option would be to not do it. With COVID, FISH has decided not to offer the warming shelter. We researched options and felt this was the best one.

Mayor Keener asked if FISH will restore the warming shelter once COVID restrictions are lifted.

Mr. Calder answered he had not had that conversation with FISH yet.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Resolution No. 30-20, with the addition of two "whereas" statements. The first being that we will run this program through April 2021, and the second being that we will continue to utilize CARES Act funding in connection to the program.**

The motion passed unanimously. (5-0)

- B. Review, discussion, and possible adoption of Resolution No. 31-20, a resolution appointing representatives authorized to declare Cold Weather Emergencies and then execute emergency contracts to be utilized for Cold Weather Shelters pursuant to the emergency contracts statute, and matters related thereto. **FOR POSSIBLE ACTION**

As a possible means of providing shelter to homeless persons during periods of extreme cold weather, Staff is requesting authorization to rent hotel/motel rooms for use by homeless persons pursuant to NRS 332.112, the "emergency contracts" statute, on an as-available basis. The resolution designates the City Manager and the Assistant City Manager would be appointed the authorized representatives with the authority to determine that a cold weather emergency exists affecting the public health, safety or welfare, and would then have the authority to let a contract or contracts as necessary to contend with the emergency without complying with the requirements of NRS Chapter 332. If such emergency action is taken by either of the authorized representatives, he shall report it to the City Council at its next regularly scheduled meeting. SAW

Mr. Wilkinson said they are proposing to appoint the City Manager and himself as representatives to execute the contracts with the hoteliers.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to adopt Resolution No. 31-20.**

The motion passed unanimously. (5-0)

**APPROVAL OF MINUTES: November 24, 2020
November 16, 2020**

**Regular Session
Special Session**

The minutes were approved by general consent.

VII. REPORTS

A. Mayor and City Council

Mayor Keener noted that when he was picking up his mail at City Hall, the other Councilmembers have full mailboxes and need to make an effort to pick it up. He noted on the payables there was a large contribution from CARES Act funding to the Boys and Girls Club.

Councilman Schmidtlein thanked Mayor Keener for the opportunity to work with him. The past two years, Mayor Keener has done a great job running the City of Elko.

Mayor Keener said we may have need for a special meeting this month.

B. City Manager – Reminder: 12/22/20 City Council Meeting canceled

Curtis Calder said he is hoping we don't have a special meeting. Please don't show up on the 22nd for a meeting because it has been canceled. He said a few words about Councilman Schmidtlein and thanked him for his service. He wished Council a great Christmas.

C. Assistant City Manager

Scott Wilkinson stated the issue he was working on that might have required a special meeting has been resolved. Unless something else comes up, he didn't see a need for a special meeting. He wished everyone a Merry Christmas.

D. Utilities Director

Dale Johnson stated he sent out the Bio Bot report today. It looks like we are showing 60 new cases a day.

E. Public Works

Dennis Strickland said his crews have been busy. They have been getting a lot of patching done. The crews have been taking advantage of the nice weather and have been busy on many projects around the City. Even with the COVID issue, they have managed to pick up over 9,000 bags of leaves. He wished everyone a Happy Holidays.

F. Airport Manager

Jim Foster wished everyone a Happy Holidays.

G. City Attorney

Dave Stanton wished everyone a Merry Christmas.

H. Fire Chief

Deputy Chief Jack Snyder reported the new ambulance arrived on November 27th. It will be licensed and in service by tomorrow afternoon. The firefighters received 6 positive air respirators that they will be beta testing to protect their responders against COVID. He wished everyone a Happy Holidays and a Happy New Year.

I. Police Chief

Chief Trouton explained tis the season for the holidays but it also the season for thefts and burglaries. Secure your items and lock your doors. Call us if you see anything suspicious.

J. City Clerk

Kelly Wooldridge wished everyone a Merry Christmas and a Happy New Year.

K. City Planner

Cathy Laughlin thanked Councilman Schmidlein for all his work. He has been very understanding and cooperative. She appreciates all he has done for her department. She wished everyone a Merry Christmas and a Happy New Year and hoped that 2021 is better than 2020.

L. Development Manager

Michele Rambo wished everyone a Merry Christmas.

M. Financial Services Director

Jan Baum mentioned the audit will be presented in January. She told Councilman Schmidlein that she appreciates his insight. She wished everyone a Merry Christmas and a Happy New Year.

N. Parks and Recreation Director

James Wiley thanked Councilman Robert for his work. Their focus right now is preparing the SnoBowl for operations. The pool will open January 4, 2021. He wished everyone a Merry Christmas.

O. Civil Engineer

Bob Thibault wished everyone a Merry Christmas and a Happy New Year and thanked Councilman Schmidlein for his service. He will be missed.

P. Building Official

Jeff Ford congratulated Councilman Schmidlein and said it has been nice working with him. He wished everyone Merry Christmas.

Mayor Keener wished everyone Merry Christmas as well. With Councilman Schmidlein's transition, his liaison positions will be reassigned.

COMMENTS BY THE GENERAL PUBLIC

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

Lynne Hoffman called in and read a letter (Exhibit "A") regarding the COVID pandemic.

There being no further business, Mayor Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2020, including but not limited to, Staff response to audit findings, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information: **Mike Spilker with Hinton Burdick CPAs will log in to present the City of Elko's Fiscal Year 2019/2020 Financial Report. JB**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2020.**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Hinton Burdick, CPA's
Mr. Mike Spilker**



HINTONBURDICK
CPAs & ADVISORS

City of Elko Fiscal Year 2020 Audit Presentation

Presented January 12, 2021

By HintonBurdick CPAs & Advisors

Audit Reports

- **Independent Auditors Report (Pg 1 - 2)**
 - Unmodified or “clean opinion”
- **Report on Compliance and on Internal Control over Financial Reporting (Pg 103 and 104)**
 - No material weaknesses
 - One Significant Deficiency
 - 2019-001 Year-End Accounting Adjustments

Audit Reports

- **Federal Single Audit Report and Passenger Facility Charge Report**

- Unmodified or “clean opinion”. No reportable instances of non-compliance noted.

- **State Compliance Report (Pg 105 and 106)**

- Unmodified or “clean opinion”. No reportable instance of non-compliance noted.



Findings & Recommendations

- No material weaknesses, one significant deficiencies noted.
 - 2019-001 Year-end Accounting Adjustments
- No reportable instances of non-compliance noted.
 - Federal Awards Findings
 - None noted
 - State Compliance Findings
 - None noted

Financial Highlights—Government Wide

- Total assets (and deferred outflows) exceed total liabilities by \$152.66 million (net position). Pg 15.
- Net position increased by \$7.8 million. Pg 17.
- Governmental revenues exceeded governmental expenses by \$5.9 million. Pg 17.
- Business-type activity revenues exceeded expenses by \$1.9 million. Pg 17.
- Total revenues from all sources were \$47.68 million and the cost of all City programs was \$39.9 million. Pg 16 and 17.

Governmental Fund Expenditures

Expenditures for the year ended:

Program/function	6/30/2020	6/30/2019	Incr/(Decr)
General government	\$ 2,390,662	\$ 2,448,093	\$ (57,431)
Judicial	290,450	400,252	(109,802)
Public safety	11,354,612	11,430,802	(76,190)
Public works	4,362,121	4,113,076	249,045
Health	692,611	715,010	(22,399)
Culture and recreation	3,023,380	3,346,371	(322,991)
Community support and development	110,011	70,511	39,500
Debt service	1,687,945	1,688,307	(362)
Capital outlay	5,242,223	9,343,565	(4,101,342)
	<u>\$ 29,154,015</u>	<u>\$ 33,555,987</u>	<u>\$ (4,401,972)</u>

- Overall governmental expenditures are down 13.12%.
- Capital outlay is down due to the sports complex.

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants & Contributions	Capital Grants & Contributions	Governmental Activities	Business-type Activities
Governmental activities:						
General government	\$ 2,638,589	\$ 1,168,716	\$ -	\$ 119,045	\$ (1,350,828)	\$ -
Judicial	285,152	92,643	-	-	(192,509)	-
Public safety	12,114,519	176,359	136,091	-	(11,802,069)	-
Public works	6,131,343	1,046,736	1,927,231	338,100	(2,798,276)	-
Health	722,314	116,825	18,329	-	(587,156)	-
Culture and recreation	3,327,257	282,316	26,634	780	(3,017,527)	-
Community support and development	93,720	-	1,430	-	(92,290)	-
Interest on long-term debt	471,440	-	-	-	(471,440)	-
Total governmental activities	25,783,334	2,883,599	2,109,715	477,925	(20,312,095)	-
Business-type activities:						
Water	3,851,308	3,624,811	-	354,486	-	127,989
Sewer	4,600,905	6,012,905	-	342,172	-	1,754,172
Airport	3,325,884	994,152	-	1,049,910	-	(1,281,822)
Landfill	1,720,047	2,161,180	-	-	-	441,133
Golf	615,865	504,682	-	5,001	-	(106,182)
Total business-type activities	14,114,009	13,297,730	-	1,751,569	-	935,290
Total primary government	\$ 39,897,343	\$ 16,181,329	\$ 2,109,715	\$ 2,229,494		
General revenues:						
Taxes:						
Ad valorem taxes					5,493,116	-
Consolidated tax					15,106,720	-
Motor vehicle fuel taxes					1,136,871	-
Room tax					3,231,890	-
Other					121,212	-
Gaming licenses					103,505	-
Franchise fees					1,323,242	-
Miscellaneous					6,660	-
Gain (loss) on disposal of capital assets					(101,148)	8,491
Unrestricted investment earnings					283,400	450,365
Transfers					(501,196)	501,196
Total general revenues and transfers					26,204,272	960,052
Change in net position					5,892,177	1,895,342
Net position - beginning					34,194,652	110,676,943
Net position - ending					\$ 40,086,829	\$ 112,572,285
						\$ 152,659,114

Financial Highlights – Capital Assets

- Governmental capital assets increased by \$2.2 million net of depreciation. Pg 39.
- Current year significant additions for capital projects:
 - Sports Complex CIP - \$3.4 million
 - Two fire trucks - \$657,955
 - Street sweeper – \$198,896

Financial Highlights – Capital Assets

- Business-type capital assets increased by \$970,956 net of depreciation. Pg 40.
- Current year significant additions for capital projects:
 - Water main relocation – sports complex - \$313,956
 - Third secondary clarifier - \$3,429,460
 - Reuse pipeline and sanitary sewer RR & river crossing - \$1,022,697
 - Water/sewer shop construction CIP – 1,240,893
 - Airport pavement construction CIP - \$1,052,970

Financial Highlights – Debt

- The City made regularly scheduled principal debt payments totaling \$1,417,048. Pg. 41
- Debt service payments for FY21 are scheduled at \$2,010,814 which includes interest of \$570,814.
- Governmental long-term liabilities decreased by \$187,426 mainly as a result of debt service payments which was offset partially by an increase in the net pension and OPEB liability. Pg. 41
- Business-type long-term liabilities decreased by \$259,593 mainly as a result of debt service payments.

Accounting and Financial Reporting for Pensions and OPEB

- Net pension liability recognized - \$26,778,355 (\$21.6M – governmental activities; \$5.2M – proprietary fund). Reported \$910,146 increase from the prior year. Pg 41.
- Net OPEB liability recognized - \$3,401,865. Reported \$45,469 increase from the prior year. Pg 41
- Deferred outflows also report increases over the prior year and deferred inflows related to pensions report increases from the prior year.
- These changes offset the increase in the net pension liability and result in a net \$455,801 decrease to the City's net position.

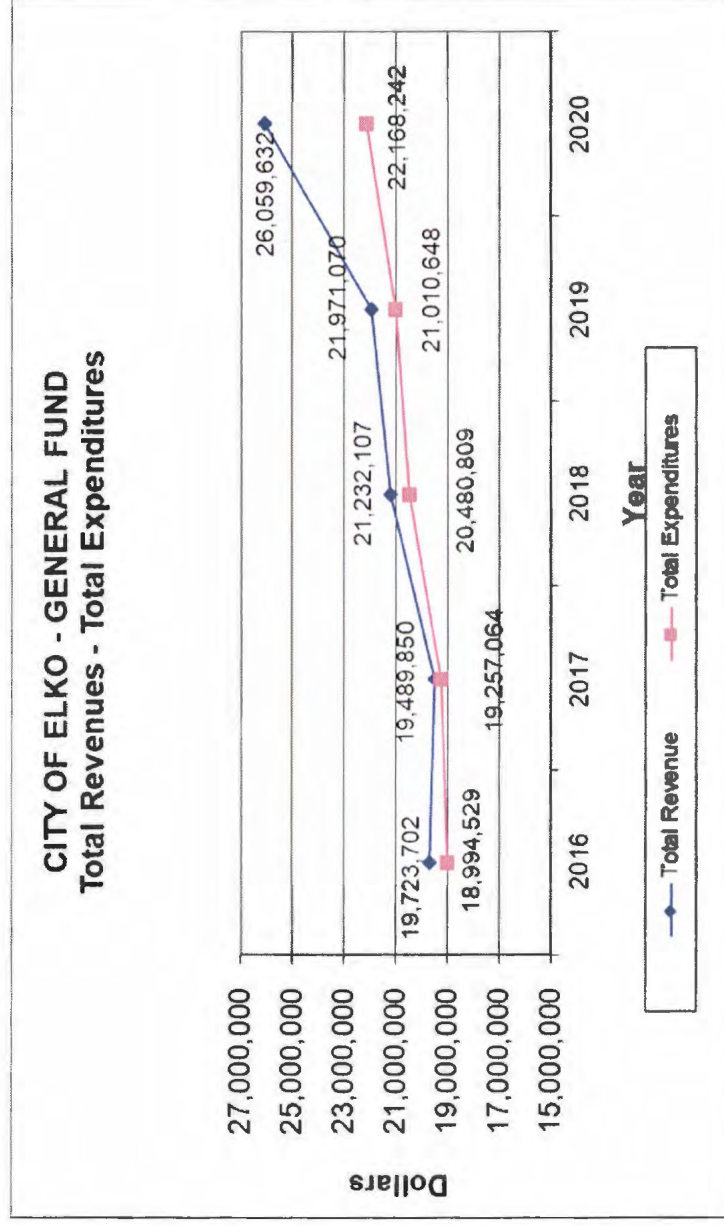
Financial Highlights – General Fund

- At the end of the current fiscal year, total fund balance for the General Fund was \$11,888,555. Pg 18.
- \$4,999,335 of the total fund balance is restricted, committed or assigned for expenditure in future periods. Pg 18.
- Unassigned fund balance was \$6,884,537 or 33.6% of total General Fund expenditures. Pg 18.

Financial Highlights – General Fund

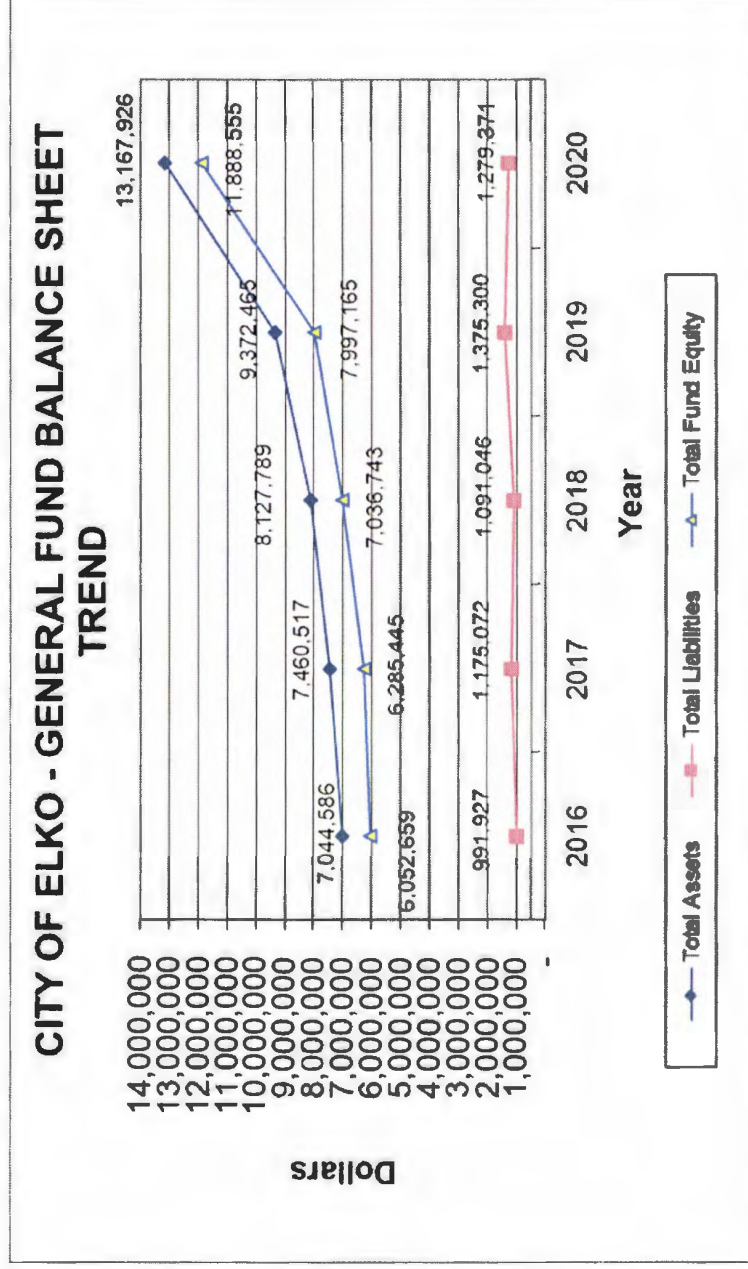
- The General Fund reported a net increase in fund balance of \$4,030,764. The City budgeted to decrease fund balance by \$54,389. Pg 68.
- Actual resources received in the General Fund were more than the final budget by \$2,265,153 and actual expenditures were \$1,798,676 less than the final budget. Pg 64 - 68.
- The excess revenues are mainly due to Coronavirus Relief grant revenues of \$1,933,321 and the expenditure variance is mainly due to amounts not expended for Contingencies, public safety and public works.

Financial Highlights – General Fund



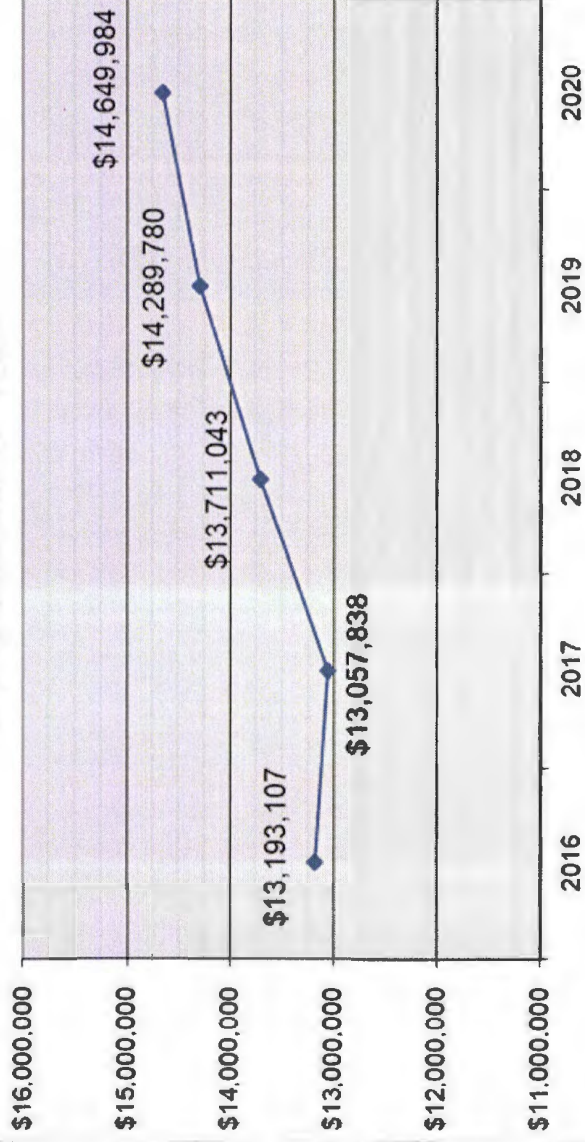
Fluctuations between net revenue and net expenditure are expected in the General fund. Revenues have increased about 32.12% over the last five years and expenditures have increased about 16.71%. The CARES Act funding of \$1.9 million was reported in the General fund in FY20.

Financial Highlights – General Fund



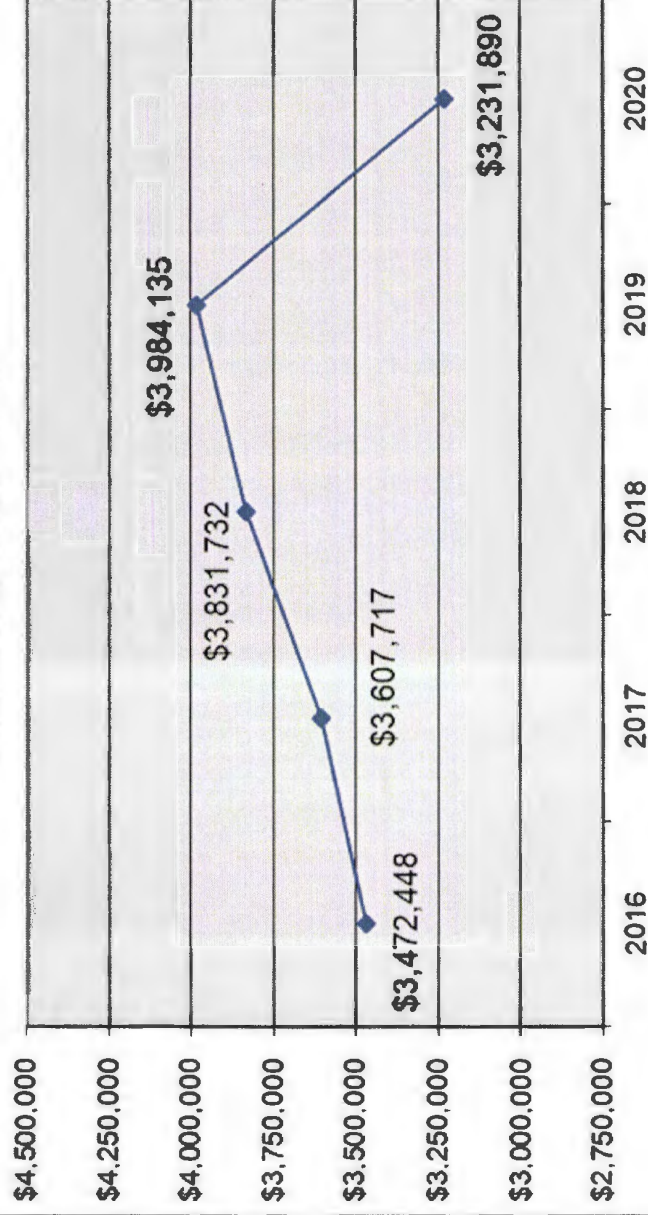
The General fund shows a steady increase in fund balance over the last five years. Details of the fund balance can be found at page 18 of the financial statement.

CITY OF ELKO Consolidated Tax



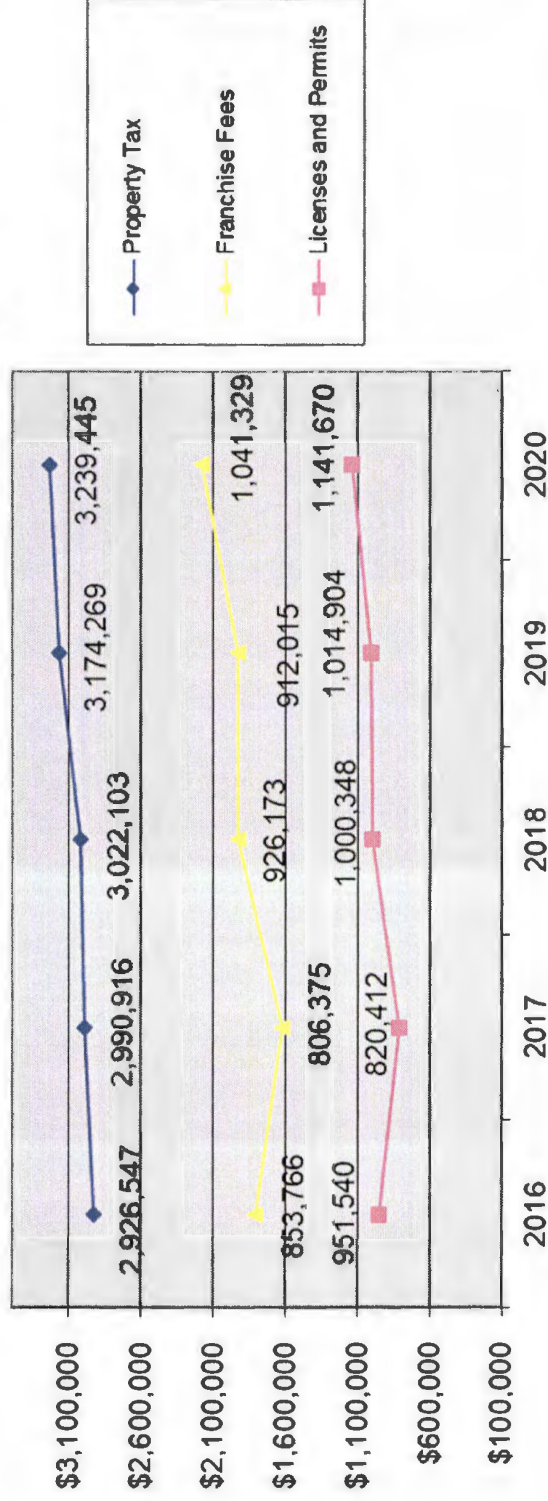
Consolidated taxes are the largest single annual source of governmental revenues for the City. These tax revenues increased by 2.52% during the fiscal year and by 11.04% over the last five years.

CITY OF ELKO Recreation Tax



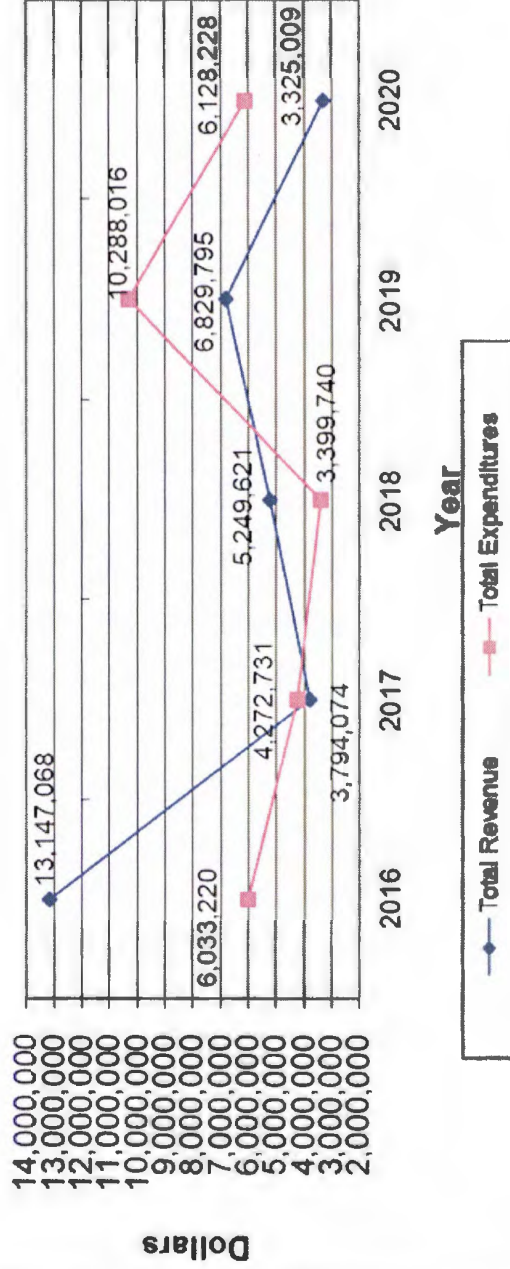
Recreation tax is the second most significant governmental revenue for the City. Recreation taxes decreased by 18.88% for the current fiscal year due to COVID-19 economic shutdown, but increased over the previous four fiscal years.

CITY OF ELKO Other Governmental Revenues



Property tax revenues, franchise fees and licenses and permits all show moderate increases over the last five years.

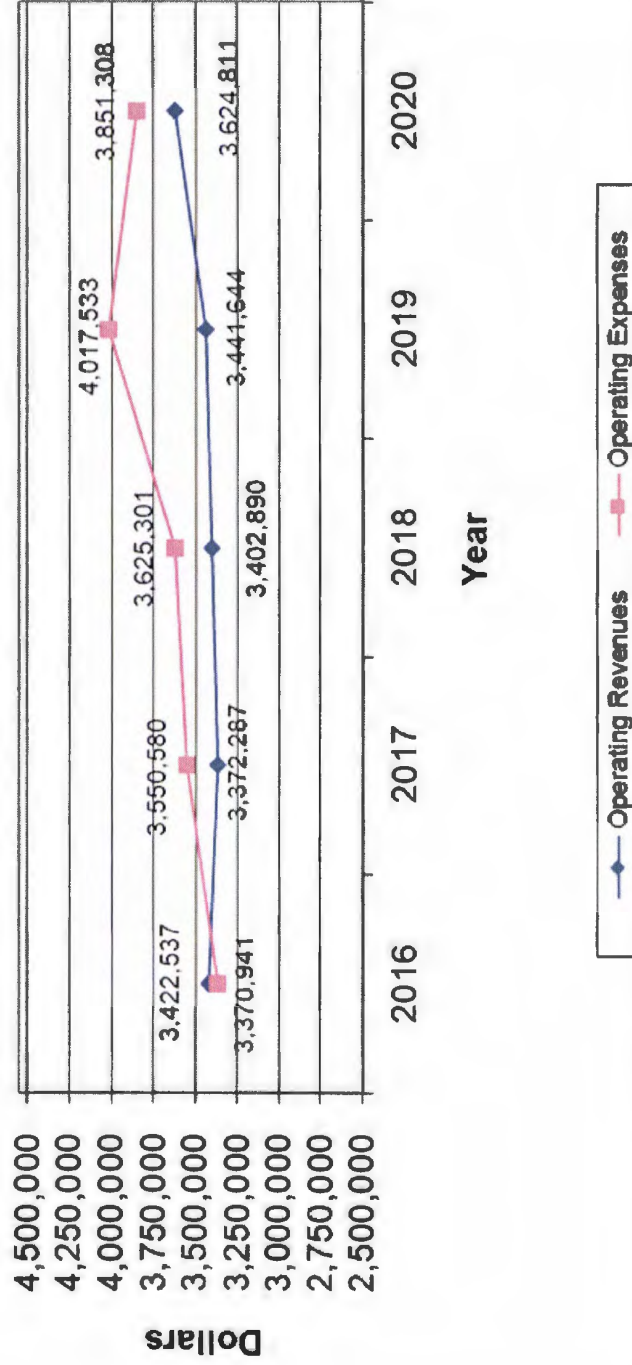
CITY OF ELKO - RECREATION FUND **Total Revenues - Total Expenditures**



The Recreation fund fiscal year 2016 net revenue is due to the refunding bonds that were issued for capital projects that had not yet been expended including the sports complex. During fiscal year 2017 some of the proceeds were used in the golf irrigation and other small projects and during fiscal years 2018 through 2020 the sports complex was in its construction stages.

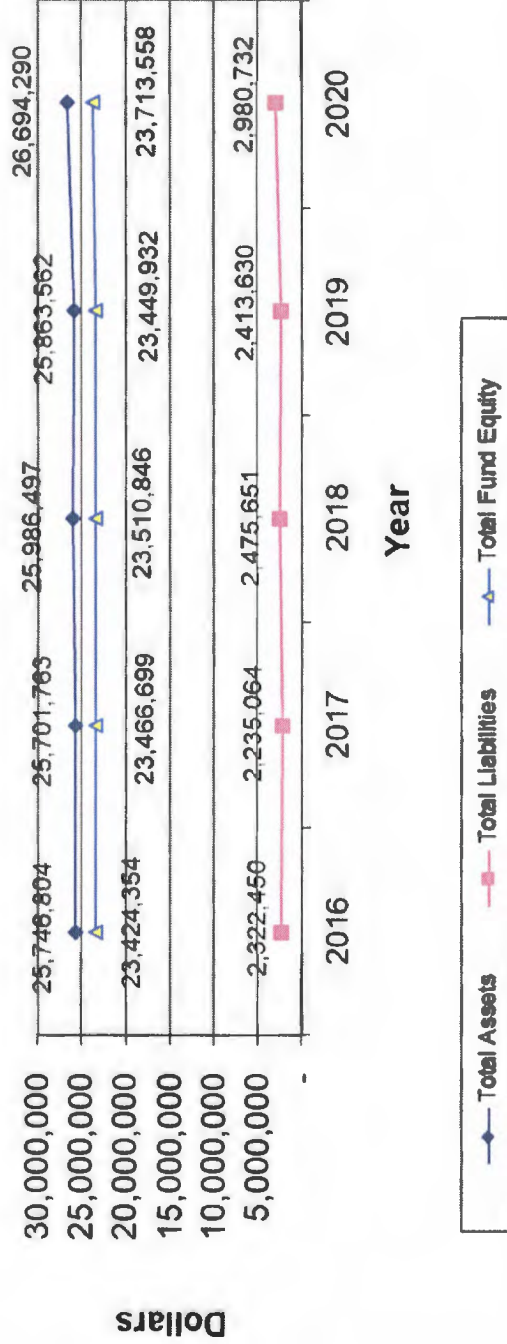
CITY OF ELKO- WATER FUND

Operating Revenues and Operating Expenses



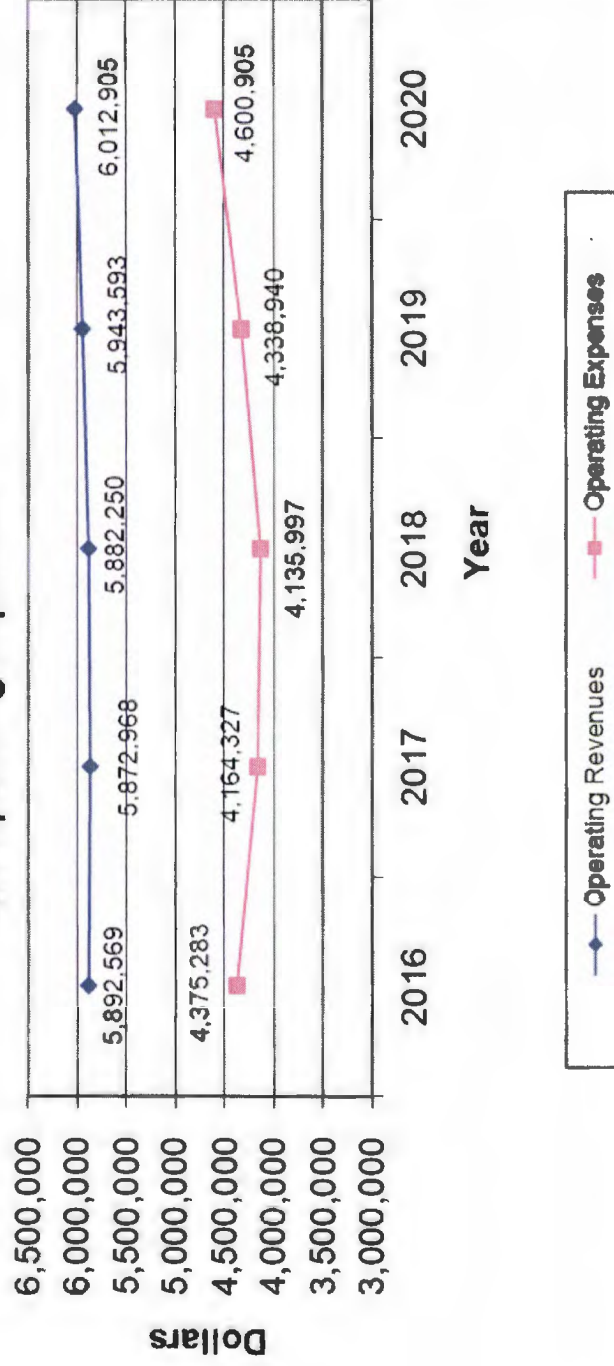
The Water Fund shows fairly consistent revenues over the last five years. The fund had reported net operating income during 2016 while FY2017 through FY2020 had net operating losses due to increases in salaries, benefits and depreciation. FY2020 shows a slight improvement in the net operating losses due to the first of three 5% rate increases in January 1, 2020.

CITY OF ELKO - WATER FUND BALANCE SHEET TREND



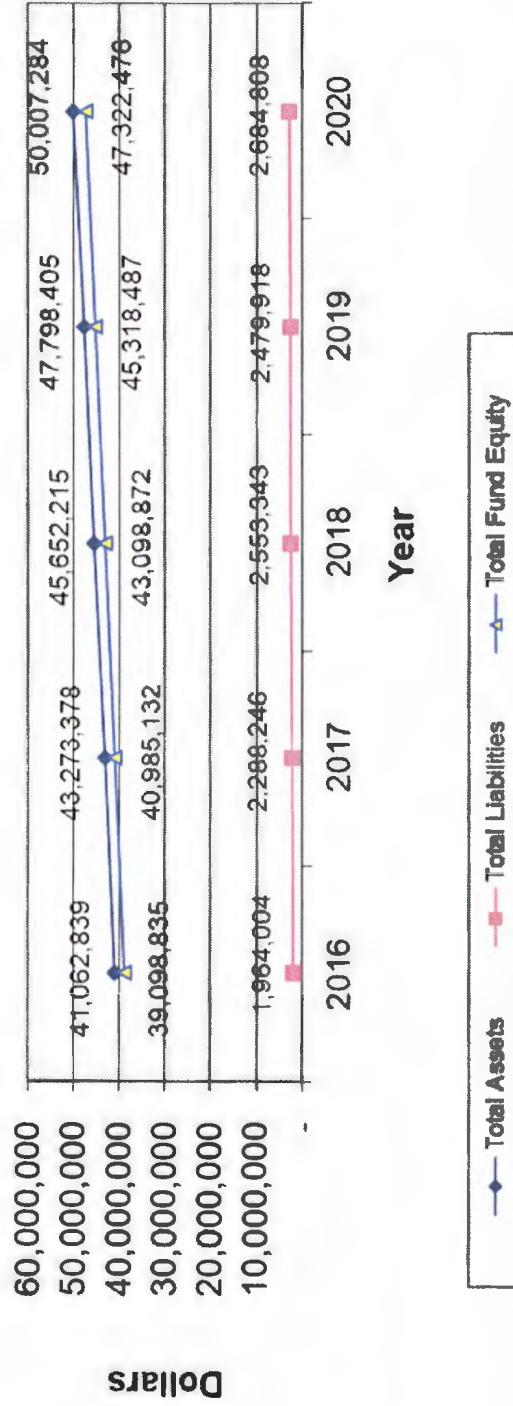
The Water fund balance sheet shows an increase in assets, liabilities and equity over 5 years. Liabilities increased in FY16 due to the GASB 68 adjustment for the net pension liability. FY18 liabilities increased due to GASB 75 adjustments for post-employment benefits other than pensions.

CITY OF ELKO- SEWER FUND **Operating Revenues and Improvement Fees** **and Operating Expenses**



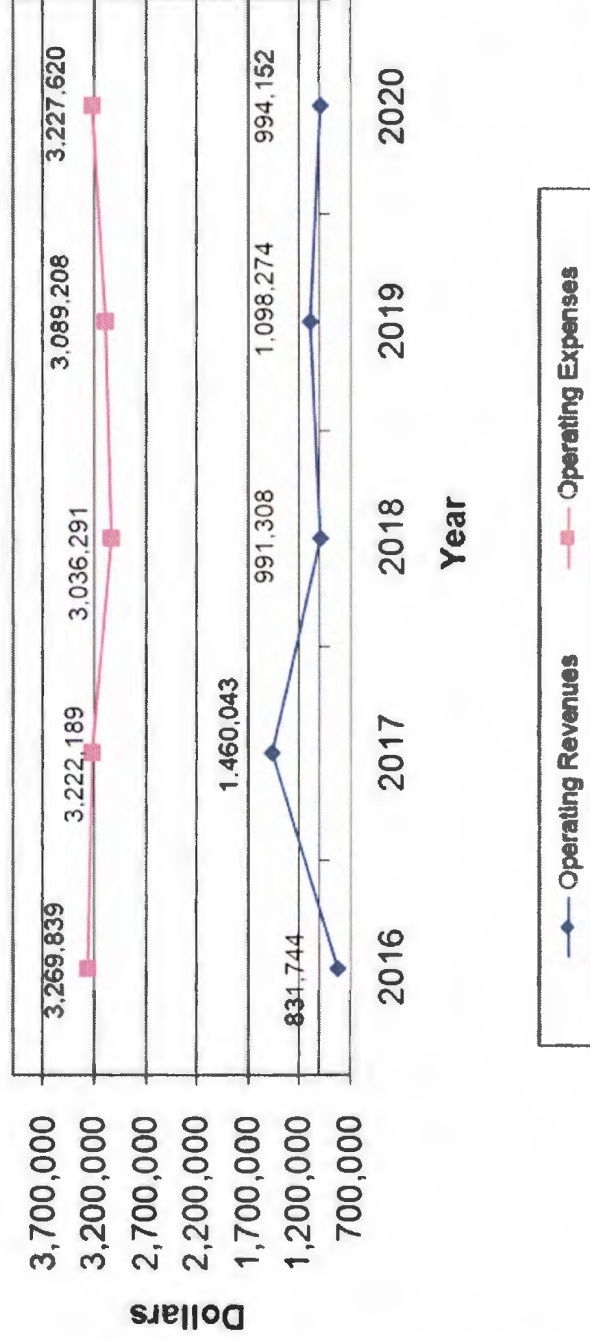
The Sewer fund shows consistent revenues over 5 years and has reported net income for each of the last 5 years.

CITY OF ELKO - SEWER FUND BALANCE SHEET TREND



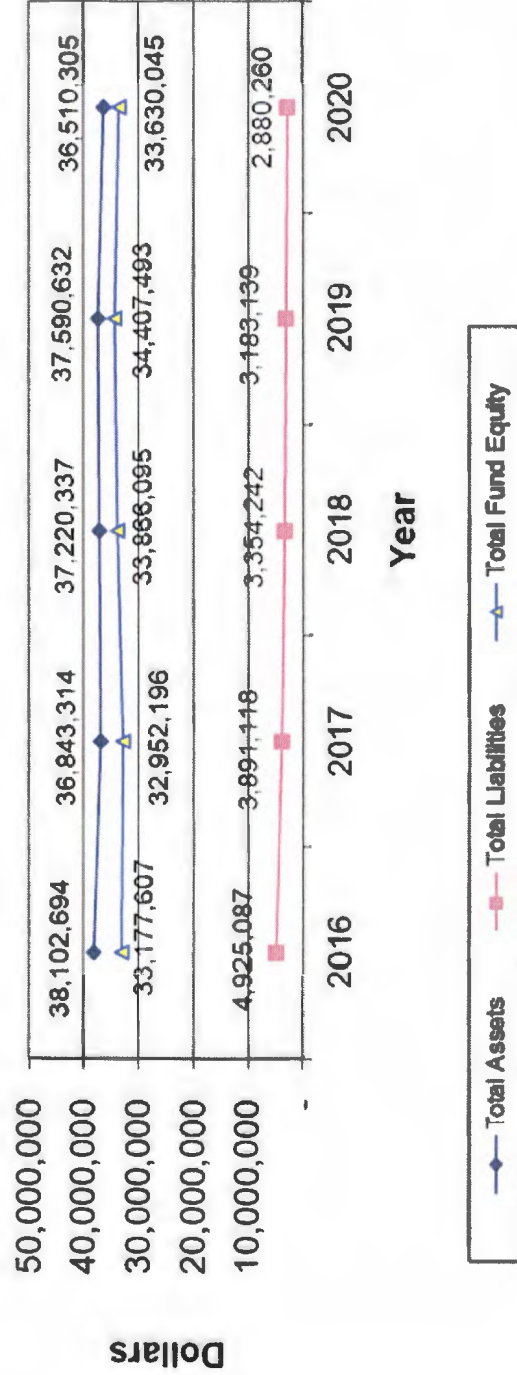
The Sewer fund balance sheet shows a 21.78% increase in assets and 21.03% increase in equity over 5 years. The increase in liabilities is mainly due to the GASB 68 adjustment for the net pension liability. The Sewer fund reports a strong debt to equity position.

CITY OF ELKO- AIRPORT FUND **Operating Revenues and Operating Expenses**



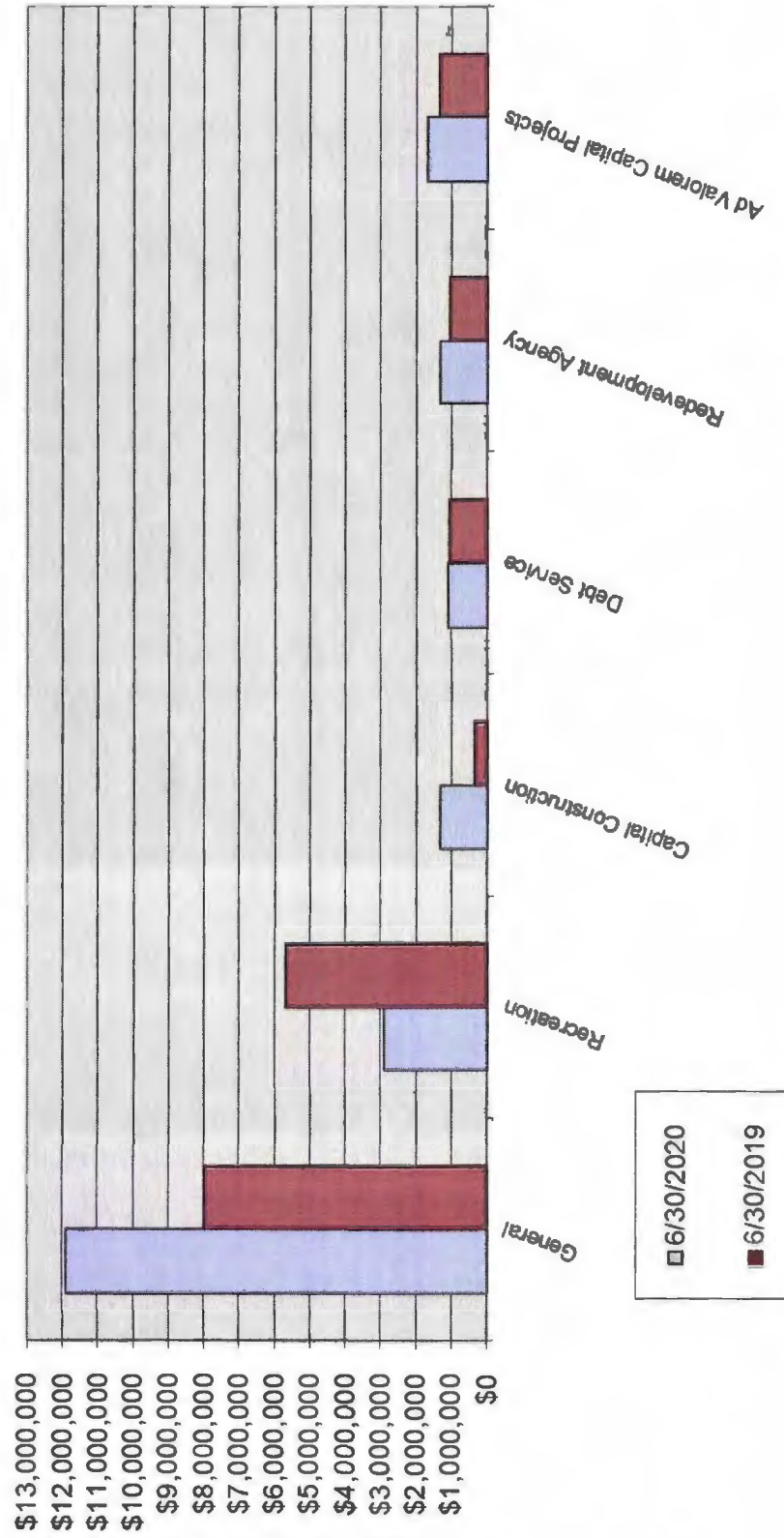
The airport fund shows net losses for each of the last five fiscal years as expected. The net losses are generally subsidized by transfers from other funds and from grants.

CITY OF ELKO - AIRPORT FUND BALANCE SHEET TREND

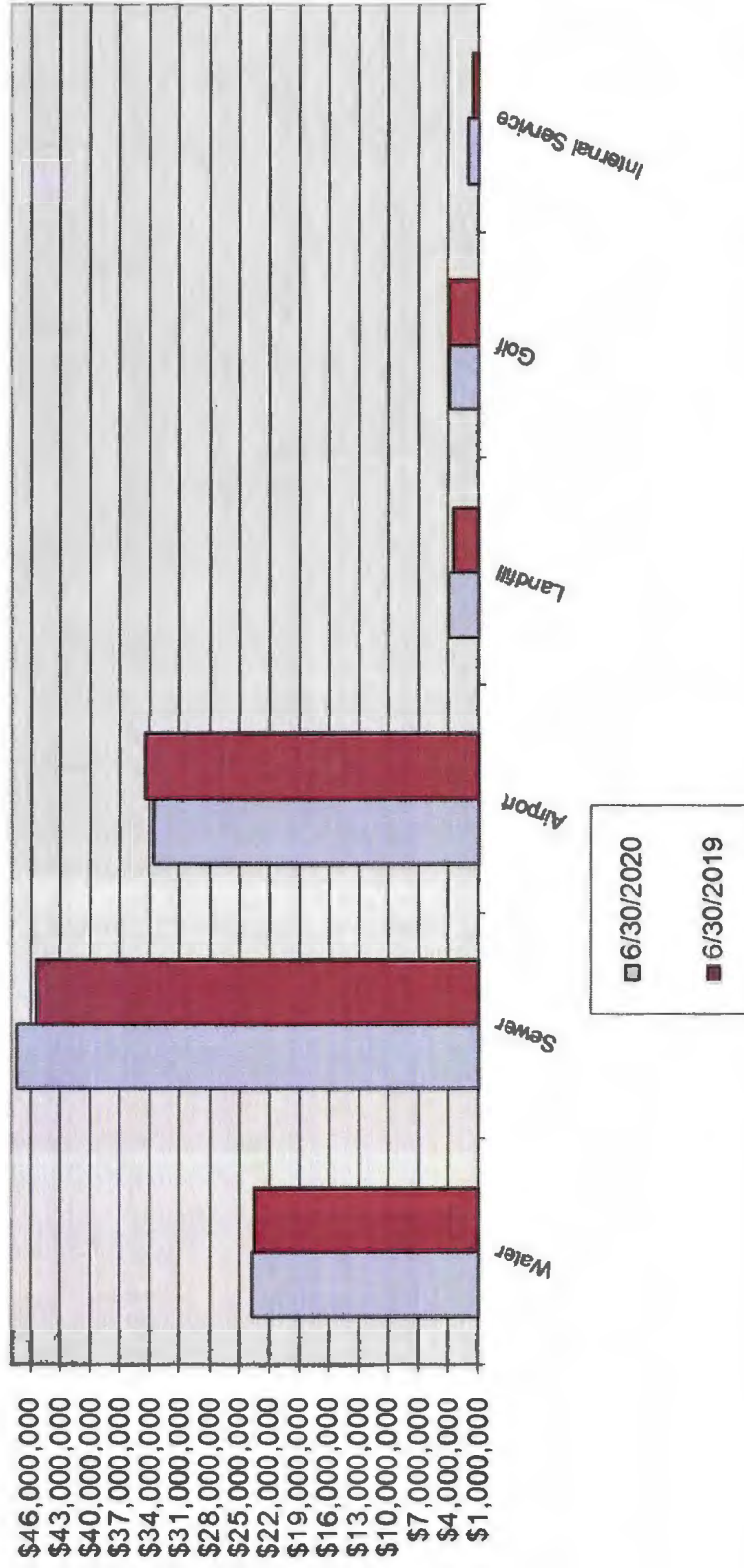


The airport fund reports decreases in assets and liabilities with a strong equity position. The fund equity is made up mainly of net investment in capital assets.

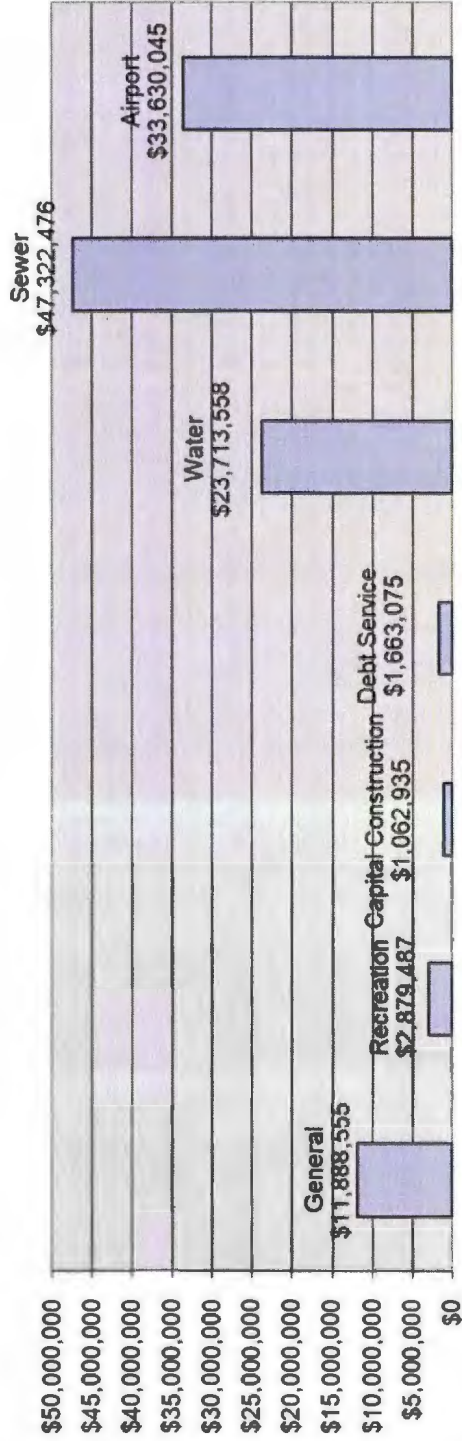
CITY OF ELKO
Significant Governmental Fund Balances at June 30, 2020 and June 30, 2019



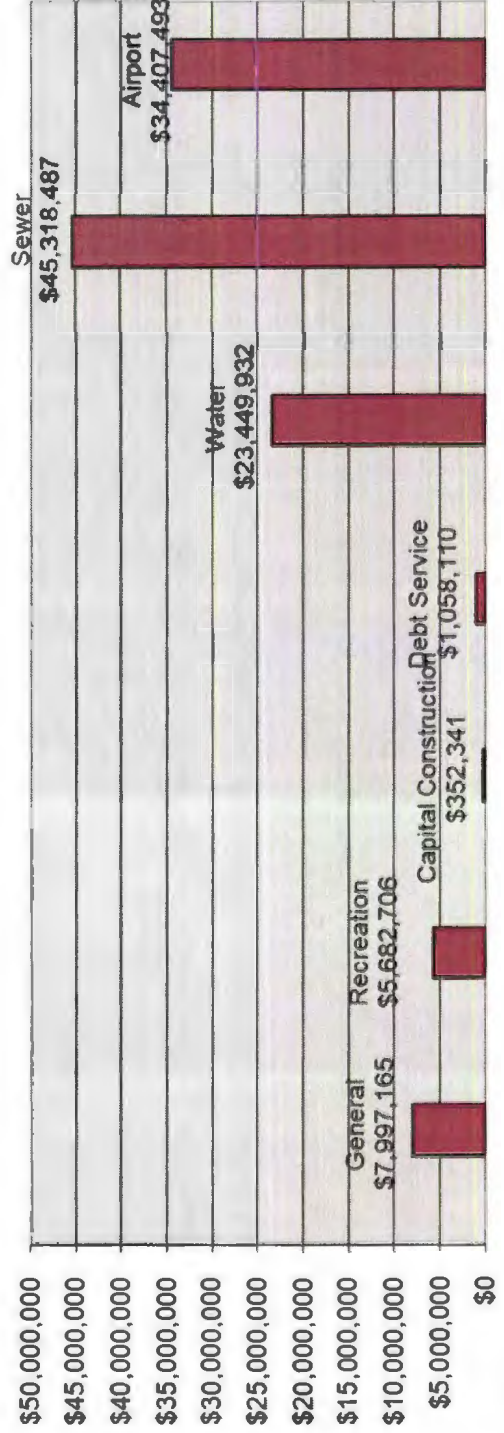
CITY OF ELKO
Proprietary Fund Balances at June 30, 2020 and June 30, 2019



Fund Balances at June 30, 2020



Fund Balances at June 30, 2019



Questions?

- Feel free to contact Mike Spilker
- Phone: 888-566-1277 ext 224
- Email: mspilker@hintonburdick.com

Or

- Viktoryia Yahorava
- Phone: 888-566-1277 ext 265
- Email: vyahorava@hintonburdick.com





HINTONBURDICK
CPAs & ADVISORS

Thank You!

- Thank you for the opportunity to work with the City.
- Thanks to all those who assisted us with this year's audit. The audit requires a significant investment of time over and above the day to day financial operations.
- We look forward to a continued mutually beneficial relationship.
- Please feel free to contact us anytime throughout the coming year.

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation of the Municipal Separate Storm Sewer System (MS4) Compliance Audit results and findings for the City of Elko conducted in August 2020. INFORMATION ITEM – NO ACTION WILL BE TAKEN**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **15 Minutes**
5. Background Information: **The United States Environmental Protection Agency and the Nevada Department of Environmental Protection conducted an audit of the City's MS4 program in August of 2020. The results of the audit were received on December 14, 2020. MR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **PowerPoint Slides, Audit Report (Minus Attachments)**
9. Recommended Motion: **N/A**
10. Prepared By: **Michele Rambo, AICP, Development Manager and Adeline Thibault, Environmental Coordinator**
11. Committee/Other Agency Review: **Stormwater Advisory Board (at their next meeting)**
12. Council Action:
13. Council Agenda Distribution:



Stormwater Audit Results

CITY COUNCIL PRESENTATION

JANUARY 12, 2021

Small MS4 Audit Conducted By:



U.S. Environmental Protection Agency
**ENVIRONMENTAL
PROTECTION**





Focused on:

- Public Education and Outreach
- Public Involvement/Participation
- Illicit Discharge Detection and Elimination (IDDE)
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management
- Pollution Prevention/Municipal Operations
- Overall Program Management

Focused on:

Public Education and Outreach ✓

Public Involvement/Participation ✓

Illicit Discharge Detection and Elimination (IDDE) ✗

Construction Site Stormwater Runoff Control ✗

Post-Construction Stormwater Management ✗

Pollution Prevention/Municipal Operations ✗

Overall Program Management ✗



Deficiencies

- Some minor technical issues that need to be addressed

- Majority of deficiencies are due to the City's unwillingness to enforce local, state, and federal stormwater regulations with certain contractors, which had a significant negative impact on the audit results

Illicit Discharge/Elimination

Information

- Permit requires us to “develop, implement, and enforce a program to detect and eliminate illicit discharges”
- Ordinance 670 (Title 9, Chapter 6) adopted in 2007
- Written IDDE program updated in 2020

Auditor Concerns

- ▶ City’s storm sewer map identifies outfalls that may not be true outfalls to Waters of the U.S.
- ▶ City lacks the appropriate enforcement procedures and actions

Construction Site Stormwater

Information

- Permit requires us to “revise, implement, and enforce a SWMP designed to reduce the discharge of pollutants”
- Ordinance 671 (Title 9, Chapter 7) adopted in 2007

Auditor Concerns

- ▶ City not conducting erosion and sediment plan review as specified in the SWMP
- ▶ City not conducting enforcement according to written procedures
- ▶ Enforcement discrepancies between code sections
- ▶ City has not developed written procedures for site inspection and enforcement

Humboldt Hills

"IT IS UNCLEAR TO THE EPA
AUDIT TEAM WHY THE CITY
HAD NOT STOPPED WORK AT
THE SITE FROM ANY TIME
BETWEEN FEBRUARY 27TH AND
MAY 29TH TO PREVENT THE
CONTINUOUS IMPACTS TO THE
AFFECTED DOWNGRADE
PROPERTY"

PAGE 12 OF REPORT

Post-Construction Stormwater

Information

- Permit requires us to “develop, implement, and enforce a program to address post-construction urban runoff”
- Ordinance 776 (Title 9, Chapter 8) adopted in 2013
- City BMP Manual (NPDES Post-Construction Stormwater Controls) revised in 2014

Auditor Concerns

- ▶ City could not confirm that post-construction designs were received, reviewed, and approved
- ▶ City did not verify or enforce compliance with requirements for long-term operation and maintenance of private post-construction BMPs
- ▶ City failed to conduct and/or document inspections for private post-construction BMPs

Pollution Prevention/Municipal Ops

Information

Permit requires us to "develop and implement an O&M (Operations and Maintenance) program that includes a training component"

City Municipal Operations Program adopted in 2014

Auditor Concerns

- City did not conduct stormwater training for municipal staff prior to 2019

Overall Program Management

Information

Permit requires us to:

- ▶ "Revise, implement, and enforce a SWMP designed to reduce discharge of pollutants"
- ▶ SWMP last revised in 2011
- ▶ "Effectively prohibit...discharges into the Permittee's MS4 and implement appropriate enforcement procedures and actions"

Auditor Concerns

- ▶ City's SWMP not reflective of the current MS4 program
- ▶ City has not developed an enforcement response plan to address violations of
 - ▶ IDDE
 - ▶ Construction
 - ▶ Post-Construction

One Overall Theme:

ENFORCEMENT

- “No procedures for escalation through enforcement
- “Current enforcement methods lead to unfair treatment
- “Current policy does not allow for the assessment of administrative penalties”
- “Ordinance language does not specify the authority the City to issue a stop work order”

Next Steps:

- ▲ EPA/NDEP compiling a priority list and timelines for completion
- ▲ Top priority = Enforcement

Code Enforcement Ordinance

- Outline a clear, step-by-step process for enforcing all codes within the City of Elko

- ▶ Zoning, Subdivision, Stormwater, Building, Fire, etc.

- Include a process for imposing and collecting administrative fines for violations

- Anticipated to eliminate a majority of concerns expressed by the EPA

- Initiation expected in late Spring 2021



U.S. Environmental Protection Agency
Office of Compliance and Enforcement
1200 Pennsylvania Avenue, NW
Washington, DC 20460

U.S. Environmental Protection Agency, Region 9
Enforcement Division
75 Hawthorne Street
San Francisco, CA 94105

**MUNICIPAL SEPARATE STORM
SEWER SYSTEM (MS4)
COMPLIANCE AUDIT**

ELKO, NEVADA

AUDIT REPORT

Audit Dates:

August 14-20, 2020

Report Date:

November 10, 2020

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1.0 Introduction

From August 14 – 20, 2020, the U.S. Environmental Protection Agency (EPA) Region 9, EPA contractor, PG Environmental, and representatives from the Nevada Division of Environmental Protection (NDEP; hereinafter, collectively, the EPA Audit Team) conducted a remote audit of the municipal separate storm sewer system (MS4) program for the City of Elko, Nevada (hereinafter, City or Permittee). The Permittee is regulated under the *National Pollutant Discharge Elimination System [NPDES] Permit No. NVS040000* (hereinafter, the Permit). The City was first issued its MS4 Permit in December 2002. The Permit was re-issued on July 6, 2010 and expired in July 2015. It has since been administratively extended. The Permit authorizes stormwater and certain non-stormwater discharges from the City's MS4 outfalls and requires the City to implement a stormwater management program (SWMP).

The City is located in the northeastern region of Nevada along Interstate 80. According to the 2010 U.S. Census, the City has a population of approximately 18,000, and is a mix of residential, commercial, and industrial areas. The City's primary receiving water is the Humboldt River which runs from northeast to southwest through the City. Additionally, three major drainages that contribute surface water to the Humboldt River run through the City: Adobe Wash, 8-Mile Wash, and Kittredge Canyon Wash. The City receives approximately 9.5 inches of precipitation annually, the majority of which is from snowfall. At the time of the audit, the City had identified 44 outfalls from its MS4 to receiving waters.

The audit focused on overall project management as well as the six (6) Minimum Control Measures (MCMs) specified in the Permit:

- Overall Program Management.
- MCM No. 1 – Public Education and Outreach
- MCM No. 2 – Public Involvement/Participation
- MCM No. 3 – Illicit Discharge Detection and Elimination (IDDE)
- MCM No. 4 – Construction Site Stormwater Runoff Control
- MCM No. 5 – Post-Construction Stormwater Management Requirements for New Development and Significant Redevelopment Projects (NDSR)
- MCM No. 6 – Pollution Prevention/Good Housekeeping for Municipal Operations

The purpose of the audit was to obtain information that will assist EPA and NDEP in assessing the City's compliance with the requirements of the Permit, as well as the current implementation status of the City's MS4 program. Due to concerns regarding COVID-19, the EPA Audit Team did not visit the City during the audit, but instead obtained information through video conference interviews held with representatives from the City on August 14, 2020 and August 18, 2020. The EPA Audit Team also requested and reviewed documentation provided by the City electronically. To conclude the audit, the EPA Audit Team held a closing video conference with representatives from the City on August 20, 2020.

The following primary representatives were involved in the audit:

City of Elko:	Adeline Thibault, Environmental Coordinator Michele Rambo, Development Department Manager Dennis Strickland, Public Works Department Director
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NDEP:	Andrew Dixon, Stormwater Program Manager Kristie Black, Environmental Scientist III Michelle Grover, Environmental Scientist III Peter Lassaline, Staff Engineer II
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EPA Region 9:	Benjamin Rocha, Enforcement Compliance Assurance Division, Section 2
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EPA Contractor, PG Environmental:	Anthony D'Angelo, Environmental Scientist Steven Chase, Environmental Scientist
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2.0 Information Obtained Regarding Compliance with the Permit

As part of the audit process, the EPA Audit Team requested that the City provide specific documentation for review. The EPA Audit Team provided an audit agenda and written records request to the City via email on July 13, 2020. The audit agenda and records request are provided in Appendix A. All referenced documentation used as supporting evidence is provided in Appendix B, Exhibit Log. The City's SWMP is included as Appendix C. The City's 2019 (FY19) Annual Report is included as Appendix D. A copy of the Permit is included as Appendix E.

The audit observations presented in this report do not constitute a formal compliance determination or notice of violation; rather, they identify areas of program implementation that may be inconsistent with the requirements of the Permit. Table 1, below, provides a summary of the EPA Audit Team's observations described in the applicable sections of this audit report.

Table 1. Requirements of the Permit and Observations Identified by the EPA Audit Team

Program Element/MCM	Observation(s)
Overall Program Management See Section 2.1, below, for additional details.	<ol style="list-style-type: none"> 1. The City's 2011 SWMP was not reflective of the current MS4 program (Section 2.1.1). 2. The City has not developed an enforcement response plan that outlines the enforcement process for violations of the City's municipal codes pertaining to IDDE, construction, and post-construction requirements (Section 2.1.2).
Public Education and Outreach See Section 2.2, below, for additional details.	<ol style="list-style-type: none"> 1. None.
Public Involvement / Participation See Section 2.3, below, for additional details.	<ol style="list-style-type: none"> 1. None.
IDDE See Section 2.4, below, for additional details.	<ol style="list-style-type: none"> 1. The City's storm sewer map identified outfalls that may not be true outfalls to Waters of the U.S. (Section 2.4.1). 2. The City lacked the appropriate enforcement procedures and actions necessary to enforce its illicit discharge ordinance effectively (Section 2.4.2).
Construction Site Stormwater Runoff Control See Section 2.5, below, for additional details.	<ol style="list-style-type: none"> 1. The City was not conducting erosion and sediment control plan review on all project sizes specified in the SWMP and Chapter 7 of the City's municipal code. (Section 2.5.1). 2. The City was not conducting enforcement according to written procedures for imposing certain sanctions (Section 2.5.2). 3. The EPA Audit Team identified enforcement discrepancies between the City's Construction Site Runoff Control Ordinance No. 671 and Postconstruction Runoff Control and Water Quality Management Ordinance No. 776 with regards to stop work authority (Section 2.5.3). 4. The City had not developed written procedures for site inspections and enforcement of erosion and sediment control measures (Section 2.5.4).

Program Element/MCM	Observation(s)
Post-Construction Stormwater Management Requirements for New Development and Redevelopment Projects (NDSR) See Section 2.6, below, for additional details.	<ol style="list-style-type: none">1. The City could not confirm that post-construction site designs for private projects were being received, reviewed, and approved as part of the application for NDSR (Section 2.6.1).2. The City did not verify or enforce compliance with requirements for the long-term operation and maintenance of privately-owned post-construction best management practices (BMPs) (Section 2.6.2).3. The City failed to conduct and/or document post-construction BMP inspections prior to July 2020 (Section 2.6.3).
Pollution Prevention/Good Housekeeping for Municipal Operations See Section 2.7, below, for additional details.	<ol style="list-style-type: none">1. Prior to 2019, the City did not conduct stormwater training for municipal staff (Section 2.7.1).

2.1 Overall Program Management

The City's SWMP was last updated in December 2011 and is included as Appendix C to this audit report. The SWMP describes best management practices (BMPs) and measurable goals for each of the MCMs described in the Permit. The City's 2011 SWMP is referenced as applicable throughout this audit report.

The City's MS4 program falls under the responsibility of the Development Department and is directly administered by the City's Environmental Coordinator, with assistance from the Development Department Manager. The City's Environmental Coordinator is a certified MS4 Compliance and Code Enforcement Inspector through the NPDES Training Institute as well as a Certified Inspector of Sediment and Erosion Control (CISEC). To effectively implement the SWMP, the Environmental Coordinator relies on support from other City departments for construction/post-construction plan review and approval as well as MS4 infrastructure construction, operation, and maintenance. Other City departments involved in MS4 program implementation include the: Development Department, Engineering Department, Public Works Department, Parks Department, and Utilities Department. The EPA Audit Team noted that a majority of the activities required by the Permit were being implemented solely by the Environmental Coordinator, including NPDES Permit compliance reporting, water quality monitoring, public education, outfall screening, illicit discharge response and enforcement, construction site inspections and enforcement, post-construction BMP inspections, and municipal staff training. The Environmental Coordinator estimated that approximately 50%-60% of her time is dedicated to administering the MS4 program, with the rest of her time dedicated to compliance with other environmental permits held by the City.

The MS4 program is funded with an allocation from the City's General Fund. The City water and sewer utility fee for residents includes a line item for stormwater each billing period. A summary of the City's stormwater fee structure is included in the City's Municipal Code Chapter 6, Illegal Discharge and Connection to Stormwater. City representatives stated that the stormwater portion of the water and sewer utility fee produced \$122,000 in 2019 which contributed to the City's General Fund. The City provided documentation explaining that stormwater expenditures related to the stormwater fee are not specifically tracked but that the City's FY20 and FY21 budgets have an annual budget line item of \$88,500 dedicated to stormwater infrastructure repairs, which has not been fully spent in recent years.

In 2007, the City established a Stormwater Advisory Committee comprised of public and private stakeholders and City staff. The committee meets quarterly to discuss stormwater-related issues in and around the City, including MS4 permit compliance.

The City maintained a written cooperative agreement with the Nevada Department of Transportation (NDOT) Environmental Services Division "to partner with the City of Elko to jointly fund Storm Water Management Program components of benefit to both parties pursuant to the National Pollutant Discharge Elimination Municipal Separate Storm Sewer System Discharge Permit issued by the Nevada Division of Environmental Protection." The cooperative agreement was established on January 5, 2007 with an estimated completion date of December 31, 2019 (refer to Appendix B, Exhibit 1). City representatives stated that NDOT representatives participate in the Stormwater Advisory Committee but there have been no other collaboration efforts between the two MS4 programs in recent years. It was unclear to the EPA Audit Team if the agreement had expired or if it was scheduled to be updated in the near future.

As required by the Permit, the City conducts water quality monitoring in response to the Total Maximum Daily Load (TMDL) for phosphorus developed by NDEP for the Humboldt River. As part of its water quality monitoring program, the City analyzes water quality samples for the presence of phosphorus and total suspended solids (TSS) at various outfalls and in-stream locations along the Humboldt River. The audit did not include an evaluation of the City's water quality monitoring program.

2.1.1 The City's 2011 SWMP was not reflective of the current MS4 program.

Part V.A of the Permit states, "Existing Permittees shall revise, implement and enforce a SWMP designed to reduce the discharge of pollutants from the Permittees' MS4 to the MEP [maximum extent practicable] to protect water quality, and to satisfy the appropriate water quality requirements of the CWA [Clean Water Act]." Additionally, Part V.D. of the Permit requires the City to fully implement the SWMP upon approval by NDEP. Furthermore, Part V.D. of the Permit states, "The Permittees shall fully implement the updated SWMP as soon as practicable, but in no case later than two (2) years after approval of the revised SWMP by NDEP."

City representatives explained that multiple changes to the MS4 program have occurred since the SWMP was last revised in 2011 (refer to Appendix C). For example, the City's SWMP does not

reflect the adoption of the City's post-construction control ordinance or the development of its post-construction BMP manual (refer to Section 2.6 below). Additionally, the SWMP does not identify the 44 outfalls identified by the City (refer to Section 2.4.1 below), and the outfall map included in the SWMP was out of date. Furthermore, the City no longer requires Stormwater Pollution Prevention Plans (SWPPPs) for sites under one acre but greater than 6,000 square feet of disturbance as specified in the SWMP (refer to Section 2.5 below).

City representatives stated that the City was waiting to formally revise the SWMP upon reissuance of the Permit by NDEP and that program updates and modifications had been reflected in the MS4 Annual Reports submitted to NDEP throughout the Permit term.

2.1.2 The City had not developed an enforcement response plan that outlines the enforcement process for violations of the City's municipal codes pertaining to IDDE, construction, and post-construction requirements.

Section VI.C.1.c of the Permit states, "To the extent allowable under State, or local law, effectively prohibit, through ordinance, or other regulatory mechanism, non-stormwater discharges into the Permittee's MS4 and implement appropriate enforcement procedures and actions." Section VI.D.2.b of the Permit requires the City to describe "the procedures the Permittee will use when imposing certain sanctions."

At the time of the audit, the City had ordinances pertaining to IDDE, construction, and post-construction requirements. The City's municipal code identifies the various enforcement authorities available to the City for addressing municipal code violations; however, the City has not developed procedures or policies to specify which enforcement authority would be utilized for certain scenarios. The City's Environmental Coordinator stated that enforcement escalation is conducted based on staff discretion and has led to complaints of the City applying codes unfairly.

The EPA Audit Team noted that the City's *Construction Site Best Management Practices Handbook, December 2015* (available on the City's website) identifies the typical enforcement order for construction sites in violation of City's municipal code. However, the City has not compiled the procedures that will be used when escalating through the enforcement order into an enforcement response plan. An enforcement response plan provides transparency for escalating enforcement and helps ensure that the City's authority is equally applied.

2.2 Public Education and Outreach

Part VI.A.1. of the Permit states, "The Permittee shall implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps the public can take to reduce pollutants in stormwater runoff."

The City has identified a list of target audiences which are annually reviewed by the City's Stormwater Advisory Committee. The City's target audiences have not changed since the

SWMP was revised in 2011. The City's website includes various educational materials pertaining to stormwater BMPs, including fact sheets for home care, automotive care, construction, and tourism. Additionally, the website contains links to the City's SWMP, *Construction Site Best Management Practices Handbook, December 2015*, and *Best Management Practices Manual, NPDES Post-Construction Stormwater Controls, July 2014*. However, while the website contains a link to a staff directory, it does not clearly identify how and when the public should report stormwater-related complaints to the MS4 program.

While the City has installed pet waste stations in various public areas, City management agreed not to move forward with enacting the pet waste ordinance originally proposed in the SWMP. The City has communicated this to NDEP in various annual reports during the Permit term and City representatives verified it during the audit.

2.3 Public Involvement/Participation

Part VI.B.1. of the Permit states, "The Permittee shall, at a minimum, comply with all State and local public noticing requirements when implementing a public involvement/participation program." Additionally, Part VI.B.2.a of the Permit requires the SWMP to include, "The steps taken by the Permittee to involve the public in the development and submittal of the Permittees NOI and SWMP." Furthermore, Part V.C of the Permit states, "Prior to submitting the revised SWMP to NDEP, the Permittee shall make the draft SWMP available to the public for review and comment."

On January 10, 2012, the City presented its revised SWMP at a regularly scheduled meeting of the City Council. According to the SWMP, the City provided public notice for the meeting in accordance with local and state public notice requirements. It was unclear to the EPA Audit Team whether the City received any public comment as Appendix 5, Comments Received from the Public, of the SWMP is blank (refer to Appendix C).

The Stormwater Advisory Committee established by the City meets quarterly to discuss and recommend public participation efforts. The City implements an annual "Take Pride" community clean-up event and annual EnviroScape Model presentations for school children which discuss stormwater management. Details on these activities performed during the 2018-2019 reporting period are included in the City's FY19 Annual Report (refer to Appendix D).

2.4 Illicit Discharge Detection and Elimination

Part VI.C.1.a of the Permit requires the Permittee to, "Develop, implement and enforce a program to detect and eliminate illicit discharges (as defined in 40 CFR§122.26(b)(2)) into the Permittee's MS4."

In 2007, the City adopted the Illegal Discharge and Connection to Stormwater Ordinance No. 670 (codified as Title 9, Chapter 6 of the City's Municipal Code) prohibiting non-stormwater discharges to the MS4. Also, in 2007, the City developed a written IDDE program which was

most recently revised in 2020. The Environmental Coordinator is responsible for implementing the City's IDDE program including illicit discharge complaint response, illicit discharge enforcement, and dry and wet weather outfall screening and monitoring. The Environmental Coordinator explained her outfall screening and monitoring process to the EPA Audit Team, which includes collecting and analyzing field samples if needed. The Environmental Coordinator stated that she inspects all MS4 outfalls monthly and documents the inspections using an IDDE screening form.

The City maintains a GIS-based storm sewer map which City representatives demonstrated to the EPA Audit Team. The City has a full-time GIS technician who maintains the map and ensures that new information and updates from the field are migrated into the map.

The City has developed four stormwater-related fact sheets for the community (home care, automotive car, construction, and tourism) which identify pollution concerns and proper waste disposal procedures. These fact sheets are posted to the City's website and include phone numbers for reporting illegal dumping and clogged storm drains (refer to Appendix B, Exhibit 2).

2.4.1 The City's GIS-based storm sewer map identified outfalls that may not be true outfalls to Waters of the U.S.

Part VI.C.1.b of the Permit states, "Develop, if not already completed, a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the U.S. that receive discharges from those outfalls"

Figure 2-1 of the City's 2011 SWMP identifies 31 enumerated outfalls (refer to Appendix C). However, the City's written IDDE Program, revised June 10, 2020, identifies approximately 40 outfalls in the City. The Environmental Coordinator provided updated maps from the City's GIS system showing 44 outfalls in the City (refer to Appendix, B, Exhibit 3). However, she expressed concern with the accuracy of this number, stating that multiple outfalls do not actually discharge to receiving waters, with a handful daylighting and ponding near railroad tracks (e.g., Outfall Nos. 13, 26, 27, and 28). She stated that all identified discharge points, whether true outfalls to a Waters of the U.S. or not, are screened monthly.

2.4.2 The City lacked the appropriate enforcement procedures and actions necessary to enforce its illicit discharge ordinance effectively.

Part VI.C.1.c of the Permit states, "To the extent allowable under State, or local law, effectively prohibit, through ordinance, or other regulatory mechanism, non-stormwater discharges into the Permittee's MS4 and implement appropriate enforcement procedures and actions." Additionally, Part VI.C.2.c of the Permit requires the SWMP to include "The Permittee's plan to ensure that by using appropriate enforcement procedures and actions the illicit discharge ordinance (or other regulatory mechanism) is implemented."

According to City's Illegal Discharge and Connection to Stormwater ordinance (Ordinance No. 670), the City's enforcement tools for eliminating illicit discharges include a written Notice of Violation (NOV), suspension of MS4 access, court-ordered injunctive relief, deeming the discharge a public nuisance therefore subject to civil action under Nevada Revised Statutes Chapter 268, and the assessment of criminal penalties. The EPA Audit Team noted that Ordinance No. 670 allows the City to pass abatement cleanup costs onto the responsible party if the party fails to meet the requirements of the NOV. However, the City's Environmental Coordinator stated that most identified illicit discharges are eliminated through verbal warnings and education.

The City's Development Department Director stated that while the City has been successful in eliminating past illicit discharges, the City recognizes the need for an intermediary enforcement tool to achieve compliance as current policy does not allow the assessment of administrative penalties under the ordinance. She stated that she is currently working with the City's legal counsel to enhance code enforcement authorities that would allow the City's code enforcement division to assess administrative penalties for violations of the City's Illegal Discharge and Connection to Stormwater ordinance (Ordinance No. 670), particularly for non-compliance with a NOV.

2.5 Construction Site Stormwater Runoff Control

In April 2007, the City developed and enacted its Construction Site Runoff Control ordinance (Ordinance No. 671), which was codified in Title 9, Chapter 7 of the City's municipal code. At the time of the audit, the City was preparing to revise City rules to better align with the requirements of the NDEP NPDES Construction General Permit (NVR100000), as well as to update new code enforcement authorities that were being developed. In addition to Ordinance No. 671, the City also has codified zoning and hillside ordinances to regulate development in high risk areas of the City. In 2015, the City developed and published its *Construction Site Best Management Practices Handbook, December 2015*, which is available on the City's website.

The City maintains a spreadsheet inventory of all active construction projects. However, at the time of the audit, this inventory of construction sites did not identify the acreage of each project (refer to Appendix B, Exhibit 4). Proposed disturbance is identified in each project's permit (e.g., building, grading, development) application; however, the City's MS4 program does not document or track actual disturbance once a project is underway.

Erosion and sediment control plan review is performed by staff from both the Development Department and Engineering Department. Section 3.4.1, Plan Review, of the *Construction Site Best Management Practices Handbook, December 2015* states that City staff identify whether projects disturb at least 6,000 square feet using the Construction Permit Submittal Checklist. The manual specifies that projects where the total planned area of land disturbance will be at least 6,000 square feet must submit a SWPPP to the City. For projects with a total planned area of land disturbance of one acre or more, the applicant must also submit a copy of the Confirmation Letter from NDEP that a Notice of Intent (NOI) under NVR100000 has been processed. The

manual also specifies that in addition to the Construction Permit Submittal Checklist, the applicant must submit a Performance Standards Compliance Checklist to identify the BMPs that will be implemented to meet the performance standards noted in Section 3.3 of the *Construction Site Best Management Practices Handbook, December 2015*.

The City's Environmental Coordinator stated that she inspects each construction site monthly which is more frequently than stated in the SWMP (two times during the project life). She explained that her monthly inspections are conducted as reconnaissance from a vehicle and that if issues are identified she will schedule a walk-through inspection of the site with the contractor. Because the City inspects each construction project at least monthly, the City had not prioritized certain sites for inspection. The Environmental Coordinator stated that she inspects sites with recurring problems more frequently at her discretion.

2.5.1 The City was not conducting erosion and sediment control plan review on all project sizes specified in the SWMP and Chapter 7 of the City's municipal code.

Section V.A. of the Permit states, "Existing Permittees shall revise, implement and enforce a SWMP designed to reduce the discharge of pollutants from the Permittees' MS4 to the MEP to protect water quality, and to satisfy the appropriate water quality requirements of the CWA."

The City's SWMP identifies that projects under one acre but greater than 6,000 square feet of disturbance are subject to the City's Construction Site Runoff Control ordinance (Ordinance No. 671), and thus are required to develop and submit a SWPPP to receive a grading, site work, or building permit through the City (refer to [Appendix C](#)). Additionally, Section 9-7-6.A of the City's municipal code states, "Construction permit submittal is required on all projects that may require grading, site development, building, site drainage, or encroachment that will disturb an area of six thousand (6,000) square feet or more (including public works projects)." Furthermore, Section 3.1 of the *Construction Site Best Management Practices Handbook, December 2015* states, "Development and implementation of a SWPPP for all projects that will disturb 6,000 square feet or more. A copy of the SWPPP shall be submitted to the City of Elko Engineering Department prior to the start of construction activities."

City representatives explained that the City no longer requires sites under one acre of disturbance to submit a SWPPP with a permit application due to limited resources for SWPPP review. However, the City can still require sites under one acre to develop and submit a SWPPP at its discretion. It was unclear to the EPA Audit Team if the City had reported this deviation from the SWMP to NDEP in past annual reports.

2.5.2 The City was not conducting enforcement according to written procedures for imposing certain sanctions.

Section VI.D.1.a of the Permit requires the City to establish "an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State, or local law." Additionally, Section VI.D.2.b of the Permit

requires the Permittee “to ensure compliance with the erosion and sediment control regulatory mechanism” through the use of sanctions and enforcement mechanisms. Furthermore, Section VI.D.2.b of the Permit requires the City’s to identify the procedures that will be used when imposing certain monetary and nonmonetary sanctions.

As stated in Section 2.1.2 of this report, the City had not developed an escalating enforcement response plan to formally outline when and under what scenarios it will use the enforcement order specified in the City’s *Construction Site Best Management Practices Handbook, December 2015*. Section 3.4.2, Inspection and Enforcement, of the City’s *Construction Site Best Management Practices Handbook, December 2015* states, “The typical order of enforcement policies and procedures includes the issuance of a notice of violation (NOV), followed by cleanup and abatement orders, fines and/or stop work orders. Problem sites may also be referred to NDEP for further enforcement.” However, the handbook does not describe any procedures, steps, or guidelines for when these specific escalation measures should be taken. The EPA Audit Team would expect written procedures for escalating enforcement to be internal to the City and not published in its publicly available *Construction Site Best Management Practices Handbook, December 2015*. The City had not established an enforcement response plan that outlines the procedures that will be used when imposing certain sanctions.

The EPA Audit Team reviewed the City’s Municipal Code to identify the City’s limitation in enforcement authority. Section 9-7-9.A, Enforcement, of Chapter 7 (Ordinance No. 671) of the City’s municipal code states, “Notice Of Violation: Whenever the city of Elko or its designee finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

1. Violating discharges, practices, or operations shall cease and desist;
2. Abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
3. Payment of a fine to cover administrative and remediation costs; and
4. Implementation of source control or treatment BMPs.”

Humboldt Hills Subdivision

The EPA Audit Team reviewed the City’s construction site enforcement documentation from the Humboldt Hills Subdivision construction site to understand and evaluate its procedures for ensuring compliance with its erosion and sediment control regulatory mechanism. The EPA Audit Team noted that although enforcement documentation was produced, enforcement taken by the City was not done per formal procedures as none currently exist and did not attempt each of the enforcement order options specified in Section 3.4.2, Inspection and Enforcement, of the City’s *Construction Site Best Management Practices Handbook, December 2015*. Additionally, the EPA Audit Team noted that it took the City approximately four months to ensure compliance from the responsible party, and that although multiple public complaints claiming impacts and

damage to neighboring private property were received during that time, the City never stopped work at the site. A summary of the case file is provided below.

The City received a public complaint on February 27, 2019 regarding a sediment-laden stormwater discharge from the Humboldt Hills Subdivision onto an abutting, downgradient private parcel causing ponding in the yard and seepage into the basement of a private residence. The City inspected the subdivision and verbally instructed the contractor, Braemar Construction, to correct the deficiencies immediately. Site corrections were not completed by the contractor until March 7, 2019. A second public complaint was received on March 12, 2019 regarding a discharge again to the neighboring parcel. Documentation provided by the City indicates that the City did not respond to the complaint as it occurred after business hour but had forwarded it to the contractor to investigate. In response to the recurring discharges, the City issued a NOV to Braemar Construction on May 1, 2019, 49 days after the second complaint was received. The contractor was required to comply with the NOV, including the retention of all stormwater runoff onsite, by May 31, 2019. Documentation provided by the City from a private civil engineer on behalf of the developer indicated a concern with retaining all stormwater runoff onsite due to pre-existing subsurface water impacts on the downgradient private parcel. On May 29, 2019, the City received a third public complaint from the effected private parcel owner who states in his written complaint that, "The infiltration of the water and water issues stemming from this development continues to impact my property and has so now since my first complaint dated 2/27/19." Braemar Construction failed to complete the actions listed in the NOV by May 31, 2019. The City provided Braemar Construction with an 11-day extension which was ultimately not met. The City confirmed compliance with the NOV in late June 2019, approximately four months after the first complaint was reported. The case was turned over to the City Attorney's office for legal action which resulted in litigation and the development of a compliance agreement between the City and Braemar Construction which was finalized in the spring of 2020 according to City representatives.

The City shared a draft version of the compliance agreement with the EPA Audit Team (refer to Appendix B, Exhibit 5). City representatives stated that the compliance agreement will remain open until the completion of the project. However, the City did not provide a final, executed version of the compliance agreement. The draft compliance agreement reviewed by the EPA Audit Team appears to provide constraints to when and how the City can issue future NOVs to the site and does not identify potential penalties that may be assessed by the City (refer to Appendix B, Exhibit 5).

It was unclear to the EPA Audit Team why the City had not stopped work at the site from any time between February 27th and May 29th to prevent the continuous impacts to the affected downgradient property. City representative identified this contractor as problematic and explained that over the MS4 program's history, the City has issued roughly 8 NOVs to the contractor on various projects for non-compliance with the City's ordinance and approved erosion and sediment control plans.

2.5.3 The EPA Audit Team identified enforcement discrepancies between the City's Construction Site Runoff Control Ordinance No. 671 and Postconstruction Runoff Control and Water Quality Management Ordinance No. 776 with regards to stop work authority.

Section VI.D.1.a of the Permit requires the City's construction site runoff control program to have "an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State, or local law."

During the audit, City representatives were not aware if the City had the authority to issue a stop work order for construction sites but stated the City had informally done so in the past. The EPA Audit Team noted that the City's *Construction Site Best Management Practices Handbook, December 2015*, identifies the City's ability to issue a stop work order. However, the EPA Audit Team reviewed Chapter 7 (Construction Site Runoff Control Ordinance No. 671) of the City's municipal code and noted that ordinance language does not specify the authority for the City to issue a stop work order. Furthermore, the EPA Audit Team reviewed Section 9-8-11.C of Chapter 8 (Postconstruction Runoff Control and Water Quality Management Ordinance No. 776) of the City's municipal code which states, "Stop Work Orders: A notice of violation shall automatically constitute a stop work order; accordingly, persons receiving a notice of violation will be required to cease all construction activities." Due to this discrepancy, it was unclear to the EPA Audit Team whether a NOV would constitute a stop work order at all construction sites or just those with requiring post-construction controls.

2.5.4 The City had not developed written procedures for site inspections and enforcement of erosion and sediment control measures.

Section VI.D.2.f of the Permit requires the Permittee to have "procedures for site inspection and enforcement of control measures, including how the Permittee will prioritize sites for inspection."

Section 2.4 of the City's SWMP states, "Every permitted site is inspected a minimum of two (2) times, but may also be inspected on a more frequent basis. The City has developed and employs a checklist for use during these inspections. It provides assurance that all elements of the regulation are inspected, and generates documentary record of the City's efforts under this authority." Additionally, Section 3.4.2 of the City's *Construction Site Best Management Practices Handbook, December 2015* states, "Construction site operators are encouraged to use a standard checklist for self-inspections. Weekly, prestorm and post storm self-inspections are required under NDEP's General Permit. The City of Elko will also use the checklist to assist staff with a consistent approach at conducting inspections and to ensure that performance standards are being met."

The EPA Audit Team reviewed construction site inspection records provided by the City and noted that construction inspections conducted in 2017, 2018, and 2019 were not conducted with a checklist as specified in the SWMP and City's *Construction Site Best Management Practices Handbook, December 2015* (refer to Appendix B, Exhibit 6). After the audit, the Environmental

Coordinator stated that she previously used a checklist for construction inspections in 2015. Following the closing conference with the City, the Environmental Coordinator provided the EPA Audit Team with records of previous inspections using this checklist (refer to Appendix B, Exhibit 7).

Additionally, the Environmental Coordinator stated that she typically does not review a site's SWPPP during site inspections. Therefore, the EPA Audit Team was unsure how the City is ensuring during its inspections that BMPs are installed and maintained as designed. Based on the level of documentation in the City's inspection reports, it was also unclear to the EPA Audit Team whether or not the City's inspections evaluated all discharge points and erosion and sediment controls specified in the project's SWPPP.

The City's Environmental Coordinator stated that she inspects each construction site monthly which is more frequently than stated in the SWMP (two times during the project life). She explained that her monthly inspections are conducted as reconnaissance from a vehicle and that if issues are identified she will schedule a walk-through inspection of the site with the contractor. The EPA Audit Team noted that this inspection process had not been formally documented by the City.

The City's Environmental Coordinator stated that she is not notified when a construction site files a Notice of Termination (NOT) with NDEP or terminates its City permit (e.g., building, grading, development) and therefore does not always conduct a close-out inspection prior to termination of the site's NPDES permit or City permit. She explained that she would prefer to conduct a final inspection of each construction site prior to the site's submittal of a NOT but that no formal process exists to ensure a close-out inspection occurs.

2.6 Post-Construction Stormwater Management Requirements for New Development and Redevelopment Projects

In November 2013, the City adopted Postconstruction Runoff Control and Water Quality Management Ordinance No. 776 (Municipal Code Title 9, Chapter 8) to establish stormwater management requirements for New development and Significant Redevelopment (NDSR) in accordance with the Permit. To facilitate compliance with the ordinance, the City developed the *City of Elko Best Management Practices Manual, NPDES Post-Construction Stormwater Controls* which was last revised in July 2014. Section 3.2.3 of this manual states "As part of the Development Application process, applicants are required to submit forms and checklists, located in Appendix B of this manual, which require analysis of applicable BMPs, selection of effective and appropriate design elements and a schedule for implementation, maintenance and monitoring."

The City's Development Department is responsible for review and approval of proposed site designs for post-construction BMPs with assistance from the Engineering Department. The City's Environmental Coordinator maintains a spreadsheet inventory of post-construction BMPs completed and under construction in the City. City representatives explained that inspections of

City-owned BMPs were previously conducted by Public Works but that these inspections were not documented unless maintenance was performed. The City does not inspect privately-owned BMPs unless a complaint is received.

As stated in Section 2.1.1 of this report, the City's SWMP was not reflective of the City's current post-construction program and does not identify the City's current post-construction design, construction, and maintenance program.

2.6.1 The City could not confirm that post-construction site designs for private projects were being received, reviewed, and approved as part of the application for NDSR.

Section VI.E.3.a.i of the Permit requires the City to, "Develop, implement and enforce a program to address post-construction urban runoff from NDSR projects that disturb areas ≥ 1 acre, including projects < 1 acre that are part of a larger common plan of development or sale, that discharge into the MS4 by ensuring that NDSR projects are complying to the MEP with the requirements of this program."

Section 9-8-8 of Chapter 8 (Ordinance No. 776) of the City's Municipal Code states, "No application for development subject to this chapter (see section 9-8-3 of this chapter) will be approved unless it includes a stormwater quality management plan (also referred to in this chapter as the "plan") detailing how runoff and associated water quality impacts resulting from the development will be controlled or managed in accordance with the performance standards established in the latest edition of the city of Elko *Best Management Practices Manual, NPDES Post-Construction Stormwater Controls*." Appendix B of this manual includes the City's Site Plan Review Supplement Post Construction Stormwater Management form template.

The EPA Audit Team requested the stormwater quality management plans and associated City approval for two completed construction projects with approved post-construction BMPs: Komatsu (completed February 2020) and Golden Gate Truck Stop (completed November 2018). The City was unable to locate the stormwater quality management plans and associated City approval records for these projects. The City provided that following response "An employee that is no longer with the City was managing Post Construction. We cannot find these records. Going forward, we will track these better." As a result, the EPA Audit Team could not confirm that stormwater quality management plans for these projects had been developed and/or reviewed and approved by the City.

The EPA Audit Team also requested a list of active construction projects that were required to submit a stormwater quality management plan for review and approval. The City's Environmental Coordinator informed the EPA Audit Team that none of the currently active construction projects were required to submit a post-construction stormwater quality management plan. The City had multiple active subdivision projects on its construction site inventory; however, the inventory does not identify site acreage (refer to Appendix B, Exhibit 4). Therefore, the EPA Audit Team could not determine if these subdivisions were greater than 5 acres and were required to submit a post-construction stormwater quality management plan to

the City. An Elko Daily online article from April 26, 2018 identifies a subdivision on the inventory, Tower Hill Subdivision, as approximately 33.8 acres.

2.6.2 The City did not verify or enforce compliance with requirements for the long-term operation and maintenance of privately-owned post-construction BMPs.

Section VI.E.3.a.vi of the Permit states, “Describe how the Permittees will provide verification of maintenance provisions for structural BMPs located on private property that are subject to post-construction structural BMP requirements.” Section VI.E.3.a.viii of the Permit states, “Describe how the Permittees will inspect and enforce the proper installation and long-term maintenance of post-construction structural stormwater BMPs.”

Section 9-8-8 of Chapter 8 (Ordinance No. 776) of the City’s municipal code states, “Prior to the issuance of any permit that requires a stormwater management facility, the applicant or owner of the site must execute a maintenance agreement with the city of Elko that shall be binding on all subsequent owners of land served by the stormwater management facility. The maintenance agreement shall provide for access to the facility at reasonable times for periodic inspection by the City of Elko, or its contractor or agent, and for regular or special assessments of property owners to ensure that the facility is maintained in proper working condition, and that it meets the design standards and any other provisions established by this chapter. The maintenance agreement shall be recorded by the City of Elko with the Elko County Recorder.”

While Ordinance No. 776 specifies that the City will require maintenance agreements for private post-construction BMPs, City representatives stated that formal maintenance agreements are currently not required by the City to receive a development permit or a certificate of occupancy from the City.

Section 3.2.6 of the *City of Elko Best Management Practices Manual, July 2014*, states “Upon entering project information into the database, a BMP inspector will be assigned to each project. The BMP inspector will review installation and long-term maintenance of postconstruction structural Stormwater BMPs. The inspector will summarize recommendations or corrective actions and provide feedback to the BMP owner to be satisfied prior to approval by the Planning Department. The BMP inspector will also establish a maintenance contract with the BMP owner which will serve to document the agreed upon maintenance schedule and commitment by the owner to perform maintenance...Private BMP owners will be required to provide annual confirmation of BMP maintenance in accordance with the maintenance schedule submitted during the design review process. The database will be reviewed and updated quarterly, and a list of outstanding maintenance will be generated and reviewed.”

Based on discussions with City representatives, the EPA Audit Team noted that the City currently does not require BMP owners to provide an annual confirmation of BMP maintenance to the City. Furthermore, City representatives stated that, due to lack of staff resources, the City currently does not inspect privately-owned post-construction BMPs unless a complaint is received.

The City was not requiring maintenance agreements as specified in Ordinance No. 776, nor was it requiring the submittal of annual BMP maintenance confirmation as specified in Section 3.2.6 of the *City of Elko Best Management Practices Manual, July 2014*. Additionally, the City was not inspecting privately-owned post-construction BMPs. Therefore, the EPA Audit Team noted that the City was not ensuring long-term operation and maintenance of privately-owned post-construction BMPs.

2.6.3 The City failed to conduct and/or document post-construction BMP inspections prior to July 2020.

Section VI.E.3.a.viii of the Permit requires the City to, “inspect and enforce the proper installation and long-term maintenance of post-construction structural stormwater BMPs.”

City representatives explained that previously, Public Works crews would inspect publicly owned post-construction BMPs on a reactive basis; however, these inspections were not documented unless a maintenance work order was generated for maintenance performed as a result. The EPA Audit Team noted that general reactive maintenance work conducted by Public Works crews on MS4 drainage and infrastructure (such as post-construction BMPs) is documented with a Public Works Inspection Checklist, only when maintenance is required. The City’s Environmental Coordinator conducted inspections of 11 private post-construction BMPs on August 3, 2020. A spreadsheet showing the 11 BMPs that were inspected on August 3, 2020 was provided to the EPA Audit Team; however, this spreadsheet did not identify observations or corrective actions noted during the inspections (refer to Appendix B, Exhibit 8). The City had not established inspection requirements and frequencies for both public and private post-construction BMPs that discharges to the City’s MS4.

2.7 Pollution Prevention/Good Housekeeping for Municipal Operations

The City developed a Municipal Operations Program (MOP) for all municipal operations in 2014. A copy of the City’s MOP was provided to the EPA Audit Team for review.

As a component of the audit, the EPA Audit Team held discussions with the City’s Public Works Director to learn more about the City’s municipal facilities and operations, including street sweeping, system maintenance, deicing operations, and municipal facility operations such as vehicle washing, maintenance, and fueling.

The City has five municipal facilities on its inventory: the Public Works Department facility, the Water Department facility, the Park Department facility, City Hall, and the Cemetery Shop. Stormwater runoff from the City’s landfill, municipal airport, and wastewater treatment plant are regulated under separate NPDES permits.

2.7.1 Prior to 2019, the City did not conduct stormwater training for municipal staff.

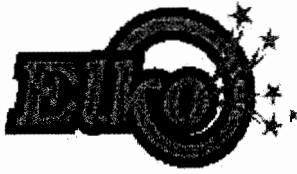
Section VI.F.1.a of the Permit states, “Develop and implement an O&M program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.” Section VI.F.1.b of the Permit states, “Using training materials that are available from EPA, NDEP, or other organizations, the Permittee’s program must include employee training to prevent and reduce stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.”

The EPA Audit Team noted that the City’s MOP does not identify specific stormwater-related training for municipal employees. Page 9, Employee Training, of the City’s MOP states, “Training is conducted regularly and the City relays (sic) on publicly available training materials as well as those provided through appropriate professional organizations such as the American Public Works Association, which continue to compile environmentally responsible municipal operations standards and guidance.”

According to City representatives, prior to 2019, the City did not conduct stormwater-related training for municipal personnel. The City’s Environmental Coordinator hosted a training titled “MS4 Training” on November 13, 2019 which was documented with an attendance roster. However, the training roster only shows staff from the City’s Public Works Department, Street Division in attendance (refer to Appendix B, Exhibit 9).

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for the purpose of conducting appraisals during the 2021 calendar year, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **15 Minutes**
5. Background Information: **Elko City Code Section 8-1-1 requires the City Manager or designee to compile and submit a List of Appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko, and the City Manager has approved the list. CL**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Planning Department memo dated January 4, 2021 and response from the City Manager.**
9. Recommended Motion: **Move to approve the appraiser list as recommended by the Planning Department to the City Manager**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Manager**
12. Council Action:
13. Agenda Distribution:



CITY OF ELKO

Planning Department

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Memorandum

To: Curtis Calder, City Manager
From: Shelby Archuleta, Planning Technician
Re: 2021 Appraiser List
Date: January 4, 2021

The following list contains the updated names and contact information of those who are interested in doing appraisals for the City of Elko.

John S. Wright

1344 Disc Drive #460
Sparks, NV 89436
(775) 626-3993
john@jswanv.com

NV Cert. Gen. Appraiser No. A.0000191-CG

Jason Buckholz

6900 S. McCarran Boulevard, Suite 3000
Reno, NV 89509
(775) 823-6931
jason.buckholz@cbre.com

NV Cert. Gen. Appraiser No. A.0007369-CG

Tony Wren

P.O. Box 20867
Reno, Nevada 89515
(775) 329-4221
twrenmaisra@aol.com

NV Cert. Gen. Appraiser No. A.0000090-CG

Kurt L. Hardung

PO Box 19182
Reno, NV 89511
(775) 322-9977
klhardung@att.net

NV Cert. Gen. Appraiser No. A.0000033-CG

Joseph S. Campbell
PO Box 21453
Reno, NV 89515
(775) 786-7650
joe@appraisal.reno.nv.us

NV Cert. Gen. Appraiser No. A.0000019-CG

Matthew Lubawy
3034 S. Durango Dr. #100
Las Vegas, NV 89117
(702) 242-9369
mlubawy@valbridge.com

NV Cert. Gen. Appraiser No. A. 0000044-CG

Keith Harper
4200 Cannoli Circle
Las Vegas, NV 89103
(702) 222-0018 Ext. 11
kharper@valconlv.com

NV Cert. Gen. Appraiser No. A. 0000604-CG

Richard C. Smith
8725 S Eastern Ave #200-736
Las Vegas, NV 89213
(702) 933-6760
Rick.smith1@cbre.com

NV Cert. Gen. Appraiser No. A. 0000135-CG

Tyler Alan Free
1100 E 6600 S Suite 201
Salt Lake City, UT 84121
(801) 262-3388
tfree@valbridge.com

NV Cert. Gen. Appraiser No. A. 0207944-CG

Janelle R Wright
8001 Temptation Lane
Las Vegas, NV 89128
(775) 762-9732
janelle@jswanv.com

NV Cert. Gen. Appraiser No. A. 0006967-CG

Gordon L. Garff

2654 W. Horizon Ridge Pkwy Suite# B5-226
Henderson, NV 89052
(702)808-6298
amprop@aol.com

NV Cert. Gen. Appraiser No. A. 0001097-CG

Mark E. Stafford

401 Ryland St. #100
Reno, NV 89502
(775) 750-9078
mark@staffordappraisal.org

NV Cert. Gen. Appraiser No. A. 0000178-CG

Evan A. Ranes

3960 Howard Hughes Parkway, Suite 150
Las Vegas, NV 89169
(702) 836-3749
Evan.ranes@colliers.com

NV Cert. Gen. Appraiser No. A. 0001497-CG

Charles E Jack IV

8367 West Flamingo Rd STE 200
Las Vegas, NV 89147
(702) 869-0442 Ext. 4480
cjack@irr.com

NV Cert. Gen. Appraiser No. A. 0000503-CG

George L. Wara

8367 W Flamingo Rd STE 200
Las Vegas, NV 89147
(702) 906-0482
gwara@irr.com

NV Cert. Gen. Appraiser No. A. 0206651-CG

Benjamin W. Gregg

5470 Kietzke Lane, STE 300
Reno, NV 89511
(775) 393-3113
ben.gregg@ngkf.com

NV Cert. Gen. Appraiser No. A.0205901-CG

Gary N. Hardy
3034 S Durango Dr., STE 100
Las Vegas, NV 89117
(702) 242-9369
ghardy@valbridge.com

NV Cert. Gen. Appraiser No. A.0207789-CG

Lori J. Raugust
3930 Howard Hughes Pkwy #180
Las Vegas, NV 89169
(702) 430-1525
Lori.raugust@ngkf.com

NV Cert. Gen. Appraiser No. A.0007371-CG

Phillip B. Ware
969 Mark Way
Carson City, NV 89706
pware@valbridge.com

NV Cert. Gen. Appraiser No. A.0004404-CG

Scott Q. Griffin
245 E Liberty Street, Ste 100
Reno, NV 89501
(775) 322-1155
sqg@jpgnv.com

NV Cert. Gen. Appraiser No. A.0003504-CG

Shelby Archuleta

From: Curtis Calder
Sent: Tuesday, January 5, 2021 4:54 PM
To: Shelby Archuleta
Cc: Cathy Laughlin
Subject: Re: 2021 Appraiser List

Shelby,

Thank you! The list looks good to me....we can place it on the January 12 agenda for approval (probably a Consent Agenda item).

Thanks,

Curtis

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Monday, January 4, 2021 3:55 PM
To: Curtis Calder <ccalder@elkocitynv.gov>
Cc: Cathy Laughlin <claughlin@elkocitynv.gov>
Subject: 2021 Appraiser List

Curtis,

I have attached the proposed Appraiser List for 2021. Per City Code Section 8-1-1 I need your approval and recommendation to the City Council to approve the list. If you could please reply with your approval or any changes you would like to be made.

The following changes have been made from the 2020 List:

- Added: Benjamin Gregg, Gary Hardy, Lori Raugust, Phillip Ware, and Scott Griffin
- Removed: Daniel Leck, Julie Ott, Lyn Norberg, William Kimmel, Samuel Ward, Shelli Lowe, and James Fogelberg.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219

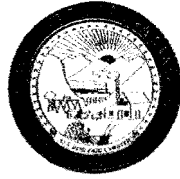
**Elko City Council
Agenda Action Sheet**

1. Title: **Appointment of Elko Township Justice of the Peace Randall Soderquist as the City of Elko Municipal Court Judge, effective January 12, 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **On November 3, 2020, Judge Mason E. Simons was elected to the 4th Judicial District Court, Department 3. On January 4, 2021, Judge Simons assumed the office of District Judge, resulting in his resignation as Municipal Court Judge.**

On January 4, 2021, The Elko County Board of Commissioners appointed Randall Soderquist as the new Elko Township Justice of the Peace. Historically, the Justice of the Peace has also served as the City of Elko Municipal Court Judge.

A copy of Judge Simons' resignation letter has been enclosed in the agenda packet for review. CC
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



Elko Justice / Municipal Court
P.O. Box 176
Elko, NV 89803

MASON E. SIMONS
JUSTICE OF THE PEACE / MUNICIPAL JUDGE

December 9, 2020

(775) 738-8403 OFFICE
(775) 738-8416 FAX

Curtis Calder, City Manager
City of Elko
1751 College Avenue
Elko, Nevada 89801

DEC 15 2020

Re: Resignation as City of Elko Municipal Court Judge

Mr. Calder -

It has been an honor to serve as the City of Elko Municipal Court Judge since my appointment to this position in December 2012.

On November 3, 2020, I was elected to the 4th Judicial District Court, Department 3. On January 4, 2021, I will assume the office of District Judge.

As such, it has become necessary to resign as Municipal Court Judge. **This resignation shall be effective Sunday, January 3, 2021 at 11:59 pm.**

Elko County plans to appoint an individual to replace me as Elko Township Justice of the Peace for Department A at their next meeting on Monday, January 4, 2021. I would suggest that you take immediate action to appoint a new Municipal Judge once Elko County has finalized the decision about my replacement.

My service to the citizens of the City of Elko has been a true privilege.

Should you have any questions about this letter, please do not hesitate to contact me.

Sincerely,


Mason E. Simons

CC: David Stanton (City Attorney)

**Elko City Council
Agenda Action Sheet**

1. Title: **Election of Mayor Pro Tempore, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. **Title: Mayoral designation of City Council members to specific “Liaison” positions within the City of Elko, and matters related thereto. NO ACTION BY THE COUNCIL REQUIRED**
2. **Meeting Date: January 21, 2021**
3. **Agenda Category: PERSONNEL**
4. **Time Required: 10 Minutes**
5. **Background Information:**
 1. **Police Department Liaison**
 2. **Street Department Liaison**
 3. **Waterworks and Sewer Liaison**
 4. **Fire Department Liaison**
 5. **Airport and Public Property Liaison**
 6. **Parks/Recreation Department Liaison**
 7. **Building Department Liaison**
 8. **Animal Shelter Liaison**
 9. **Landfill Liaison**
 10. **Finance Department Liaison**
 11. **Information Systems Department Liaison**
 12. **Redevelopment Advisory Council (Board Member)**
 13. **Stormwater Advisory Committee (Board Member)**
 14. **Arts and Culture Advisory Board**
 15. **ECVA (Board Member)**
 16. **NNRDA (Board Member)**
 17. **Elko County Commission Liaison**
 18. **Elko County Water Planning Commission Liaison**
 19. **Elko County Fair Board Liaison**
 20. **Elko County Regional Transportation Commission (Board Member)**
 21. **Elko County Debt Management Commission (Board Member)**
 22. **Elko County Recreation Board (Board Member)**
 23. **Other Departments Not Listed – KW**
6. **Budget Information:**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. **Business Impact Statement: Not Required**

Agenda Item III. C.

8. Supplemental Agenda Information: **2020 Mayoral Appointments**
9. Recommended Motion: **No Action by the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
13. Council Agenda Distribution:

Other Appointments	Mayor Keener	Councilwoman Simons	Councilman Schmidtstein	Councilman Stone	Councilman Hance
and Culture Advisory Board		1st			
rt and Public Property		1st			2nd
board			1st		
			1st	2nd	
/Recreation/Cemetery/Golf		1st		2nd	
	1st		2nd		
ia/Public Works		1st			2nd
ing Department		1st			2nd
' and Sewer	2nd				1st
					1st
ill			1st		2nd
al Shelter		2nd		1st	
ty Commission	1st		2nd		
Debt Service	1st				
DA	1st				
				1st	
ation Board	MEMBER	MEMBER		MEMBER	MEMBER
			1st		
ice	1st		2nd		
partment					1st
D					1st
r Pro Tempore:			1st		

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Settlement Agreement and Release of All Claims between the City of Elko and Jonnye Jund in the amount of \$50,000, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC.**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name:
7. Business Impact Statement: **N/A**
8. Supplemental Agenda Information: **Towing Service Agreement**
9. Recommended Motion: **Approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC.**
10. Prepared By: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **N/A**

**TOWING SERVICES AGREEMENT
BETWEEN
THE CITY OF ELKO
AND
LOSTRA BROTHERS TOWING AND WRECK RECOVERY SERVICE, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

THIS AGREEMENT is made and entered on this 22 day of December, 2020 (hereinafter the "Effective Date") by and between the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, on behalf of the ELKO POLICE DEPARTMENT (the "CITY"), and LOSTRA BROTHERS TOWING AND WRECK RECOVERY SERVICE, LLC, A NEVADA LIMITED LIABILITY COMPANY ("LOSTRA").

R E C I T A L S

WHEREAS, towing vehicles from public property under certain circumstances is a service demanded by the inhabitants of the CITY;

WHEREAS, the CITY is authorized by law to tow vehicles from public property under certain circumstances, and then store the towed vehicles and items found in the towed vehicles;

WHEREAS, the CITY has determined that, to provide adequate, economical and efficient services to the inhabitants of the CITY and to promote the general welfare of those inhabitants, it will displace or limit competition in the provision of towing services;

WHEREAS, the CITY estimates that the annual cost amount required to perform this Agreement will be less than \$25,000.00;

NOW, THEREFORE, for and in consideration of the above Recitals and other good and valuable consideration, the Parties agree as follows:

1. WORK:

1.1. SCOPE: This Agreement applies to all tow requests made by authorized ELKO POLICE DEPARTMENT personnel involving disabled, seized, abandoned and illegally parked vehicles with the municipal boundaries of the CITY.

1.2. DESCRIPTION: LOSTRA agrees to perform the work described herein in accordance with the following terms and conditions:

1.2.1. PERSONNEL: LOSTRA shall provide sufficient qualified personnel for operation of all tow vehicles and other equipment required for the performance of this Agreement. Each driver of a motor vehicle shall have a current, valid State of Nevada driver's license appropriate for the vehicle being operated.

1.2.2. RESPONSE TIME: LOSTRA shall be ready, willing and able to perform tow services within the municipal boundaries of the CITY and at the request of the CITY 24-hours per day, 7-days per week. LOSTRA shall have a wrecker at the destination requested not more than fifteen (15) minutes from the time the towing firm receives a call from the CITY during the day (7:00 AM to 7:00 PM), and not more than thirty (30) minutes during the night (7:00 PM to 7:00 AM). LOSTRA shall have 24-hour per day, 7-day per week telephone communications. Third-party phone answering services are not permitted. If the service is not provided within the specified time, the CITY shall have the right to utilize another towing service for the call. If LOSTRA repeatedly fails to furnish towing services at the request of the CITY as specified herein, the CITY may terminate this Agreement.

1.2.3. SERVICE CALL CANCELLATION: In the event LOSTRA responds to a request from the CITY to tow a vehicle, and upon arriving at the location of the vehicle reasonably determines that a tow is not necessary, LOSTRA may charge the owner or operator of the vehicle a "show up" fee. The CITY may cancel a tow call prior to the arrival of tow equipment without requiring payment of a "show up" fee to LOSTRA by the owner or operator, unless LOSTRA was requested between 7:00 PM and 7:00 AM, during which time the LOSTRA may collect a "show up" fee, provide LOSTRA's driver has left the driver's residence or place of business. However, if the CITY, or the owner or operator of the vehicle has cancelled the tow prior to LOSTRA leaving the driver's residence or place of business, LOSTRA shall not collect a "show up" fee.

1.2.4. ABANDONED VEHICLES: LOSTRA shall not refuse requests by the CITY for abandoned vehicle tows. Refusing an abandoned vehicle tow request may result in immediate termination of this contract, at the discretion of the CITY.

1.2.5. CLEAN UP: LOSTRA, when towing a vehicle(s) from the scene of an accident, shall be responsible for removing from the street all broken glass and other debris that may be in the street as a result of the accident and, whenever practical, spreading dirt upon any portion of the roadway where oil or grease has been deposited by the disabled vehicle. Pursuant to NRS 484D.470(1), LOSTRA is required to be equipped with: (a) one or more brooms, (b) a shovel, and (c) at least one fire extinguisher of the dry chemical or carbon dioxide type, with minimum effective chemicals of no less than 5 pounds, with an aggregate rating of at least 10-B, C units, which must bear the approval of a laboratory nationally recognized as properly equipped to grant such approval.

1.2.6. EQUIPMENT: Pursuant to NRS 484D.475, tow cars used to tow disabled vehicles must be equipped with: (a) flashing amber warning lamps which must be displayed as may be advisable to warn approaching drivers during the period of preparation at the

location from which a disabled vehicle is to be towed; a flashing amber warning lamp upon a tow car may be displayed to the rear when the tow car is towing a vehicle and moving at a speed slower than the normal flow of traffic; and (b) at least two red flares, two red lanterns or two warning lights or reflectors which may be used in conjunction with the flashing amber warning lamps or in place of those lamps if the lamps are obstructed or damaged at the location from which a disabled vehicle is to be towed; provided, at least two red road flares, two red lanterns or two warning lights or reflectors which may be used in conjunction with the flashing amber warning lamps or in place of those lamps if the lamps are obstructed or damaged at the location from which the disabled vehicle(s) is to be towed. LOSTRA shall provide any additional safety equipment mandated by the Occupation Safety and Health Administration or the Nevada Department of Public Safety.

1.2.7. TERM: This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of 12 months (hereinafter the "Term").

2. SPECIFICATIONS:

2.1. HOURS OF SERVICE: All tows must be completed within twelve (12) hours of receipt of a request from the ELKO POLICE DEPARTMENT.

2.2. TOWING INSTRUCTIONS: LOSTRA shall tow vehicles to their destination only as directed by authorized ELKO POLICE DEPARTMENT personnel.

2.3. FACILITY REQUIREMENTS: LOSTRA shall provide a secure fenced storage facility sufficient to store no less than fifty (50) vehicles.

3. PERSONNEL:

3.1. QUALIFICATIONS: LOSTRA shall have in its employ, or under its control, sufficient licensed, qualified and competent personnel to perform towing services at the levels specified.

3.2. PERFORMANCE: LOSTRA shall employ only such workers as are skilled in the tasks to which they are assigned. The ELKO POLICE DEPARTMENT reserves the right to require LOSTRA to reassign any employee the ELKO POLICE DEPARTMENT deems incompetent, careless, insubordinate, or otherwise objectionable to work with under Agreement. LOSTRA's employees must follow, and LOSTRA shall direct its employees to follow, all applicable CITY policies, procedures and guidelines while performing work under this Agreement.

4. STATE AND CITY REQUIREMENTS; LICENSES AND PERMITS:

4.1. LAWS, RULES AND REGULATIONS: LOSTRA must adhere to and follow all applicable Federal, state and local laws, rules and regulations in performing its duties under this Agreement.

4.2. ORDINANCES: LOSTRA must adhere to all CITY ordinances, including but not limited to those concerning the operation of motor vehicles and business licensing requirements, as set forth in the Elko Municipal Code.

4.3. LICENSES AND PERMITS: LOSTRA must have and hold all licenses and permits required by the State of Nevada and the CITY (if applicable) for the removal of vehicles as required for law enforcement purposes.

4.4. COPIES OF PERMITS: LOSTRA must within seven (7) days of a request from the ELKO POLICE DEPARTMENT, provide copies of all current permits issued by the Nevada Department of Transportation that are required to operate tow vehicles. LOSTRA must also submit a copy of all current permits required and issued by the CITY for towing or storing vehicles.

5. VEHICLE DAMAGES: LOSTRA agrees to indemnify, defend and hold harmless the CITY, including the ELKO POLICE DEPARTMENT, from and against any items allegedly missing or damage to vehicles caused by the towing and/or storage of vehicles pursuant to this Agreement.

6. CONTENTS OF VEHICLES: LOSTRA shall be responsible for any and all contents of a vehicle upon taking possession of the vehicle. Resolution of any dispute regarding the contents of a vehicle is a matter entirely between LOSTRA and the vehicle owner(s). LOSTRA is responsible for inventory, storage and lawful return of all vehicle contents, including but not limited to electronic equipment, radios, and tools upon taking possession of the vehicle. LOSTRA agrees to indemnify and hold the CITY harmless for any missing items or damage to the vehicle's contents after LOSTRA has taken possession of the vehicle.

7. VEHICLE STORAGE: LOSTRA is responsible for storing towed vehicles in a manner that allows the CITY to inspect and view the vehicles and to see Vehicle Identification Number's.

8. SERVICE RATES: See Schedule 1, attached.

9. INSURANCE: LOSTRA shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Section 9, nor the CITY's review, or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by LOSTRA under this Agreement.

9.1. INSURED RISKS: LOSTRA shall insure against the following risks at its own expense to the extent stated:

9.1.1. WORKER'S COMPENSATION: Worker's Compensation or Employer's Liability in the sum of \$1,000,000.00;

9.1.2. COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, interest of employees as additional insureds, and broad form general liability endorsement, covering as insured LOSTRA and the CITY with not less than the following limits of liability: Bodily Injury and Property Damage \$1,000,000.00 combined single limit and \$2,000,000 per occurrence for bodily injury, property damage and personal injury;

9.1.3. MOTOR VEHICLES: Comprehensive motor vehicle liability covering all owned, non-owned or hired motor vehicles to be used by LOSTRA in the amounts of \$500,000.00 combined single limit and \$1,000,000 per occurrence for bodily injury and property damage; and

9.1.4. ADDITIONAL INSURANCE: In addition to the above, LOSTRA shall maintain such insurance as is reasonably required for the type and scope of work performed. Before beginning work, LOSTRA shall furnish insurance certificates to the CITY and shall provide proof of coverage upon request by CITY at any time during the term of this Agreement.

9.2. CERTIFICATES: All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Nevada. As soon as practicable on execution of this Agreement and before commencing any performance under this Agreement, LOSTRA shall deposit certificates of insurance bearing notations or accompanied by other evidence satisfactory to the CITY of coverage and the payment of premiums. Thereafter, certification of premium payment and certificates of insurance evidencing policy renewal shall be deposited with CITY not less than ten (10) days before the expiration dates of the expiring policies.

9.3. RIDERS: Riders providing substantially as follows shall be made a part of the insurance policies described above in this Agreement:

9.3.1. NOTICE OF CANCELLATION: The insurance company agrees that it will give a thirty (30) day prior written notice of cancellation of any of the coverages shown in the certificate;

9.3.2. NOTICE OF ACCIDENT: Notice of accident shall be given by LOSTRA to the insurance company as required under the terms of this policy or notice of claim shall be given by the CITY to the insurance company as required under the terms of the policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;

9.3.3. PRESENCE OF CITY REPRESENTATIVES: The presence of representatives of the CITY or other authorized persons shall not invalidate the policy;

9.3.4. OTHER POLICIES: Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate the policy; and

9.3.5. ADDITIONAL INSURED: Save and except for worker's compensation or employer's liability insurance, the CITY is named and recognized as additional insured to the insurance policies required by this Agreement.

9.4. POLICY TO REMAIN IN EFFECT: The insurance policies described above in this Agreement shall be kept in force for the duration of the Term. The failure of LOSTRA to comply with any of the terms of this Section 9.4 shall, without limitation, be deemed an Event of Default.

10. INDEMNIFICATION: To the fullest extent permitted by law LOSTRA agrees to indemnify, defend, release and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including all attorney fees and court costs arising out of, resulting from, or in any manner relating to the performance or furnishing of LOSTRA's work or services under this Agreement, or arising from claims brought by third parties in relation to LOSTRA's business or other activities pursuant to this Agreement, to include the acts or omissions of LOSTRA's officers, employees, representatives, vendors and suppliers, invitees, contractors, subcontractors and agents.

11. DEFAULT:

11.1. RIGHT OF TERMINATION: The CITY, in addition to any other right of termination herein or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement immediately after giving LOSTRA written notice upon or after the happening of any one or more of the following events ("Events of Default"):

11.1.1. BANKRUPTCY: LOSTRA files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of LOSTRA's assets;

11.1.2. RECEIVER OR TRUSTEE APPOINTED: Appointment of a receiver or trustee of LOSTRA's assets by a court of competent jurisdiction or by a voluntary agreement with LOSTRA's creditors;

11.1.3. ABANDONMENT: Abandonment by LOSTRA of the conduct of its business. Suspension of operations for a period of ten (10) consecutive calendar days, except as otherwise permitted under this Agreement, will be considered abandonment;

11.1.4. CRIME: The commission of a crime by LOSTRA or its employees in the performance of the work contemplated by this Agreement; or

11.1.5. FAILURE TO PERFORM: The failure of LOSTRA within thirty (30) calendar days after receipt of written notice from the CITY to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by LOSTRA; *provided*, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if LOSTRA commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence.

12. JURISDICTION/CHOICE OF LAW: In the event of litigation concerning this Agreement venue shall be in the Fourth Judicial District in and for the County of Elko, State of Nevada. This Agreement shall be governed by the laws of the State of Nevada.

13. NO ASSIGNMENT: LOSTRA shall not assign its rights or duties under this Agreement.

14. NOTICES:

14.1: GENERAL NOTICE REQUIREMENTS: Except as otherwise provided in Subsection 14.2 (Special Notice Requirements), all notices or other communications to the City or LOSTRA pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO THE CITY:

Elko Police Department
Attn: Chief of Police
1448 Silver Street
Elko, Nevada 89801

TO LOSTRA:

Lostra Brothers Towing and Wreck Recovery Service, LLC
c/o Render Associates, LLC
3860 Raven Way
Reno, Nevada 89509

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

14.2: SPECIAL NOTICE REQUIREMENTS: LOSTRA shall notify Elko County Dispatch within 24 hours of any of the following events: change of location of storage

yards/facilities, change of contact number(s), change of on-call number(s), change of business telephone number(s) or change of business address.

15. PREVAILING PARTY: In the event either party brings an action to enforce or interpret any provision in this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

16. INVALIDITY OF CLAUSES: The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

17. RELATIONSHIP OF THE PARTIES: The relationship of the parties is contractual. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or joint venture, or any business association between the CITY and LOSTRA.

18. WAIVERS: No waiver by the CITY at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by LOSTRA. No delay, failure or omission of the CITY to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by the CITY shall be required to restore or revive time as of the essence hereof after waiver by the CITY or default in one or more instances. No option, right, power, remedy, or privilege of the CITY shall be construed as being exhausted or discharged by the exercise thereof intone or more instances. It is agreed that each and all of the rights, power, options, or remedies given to the CITY by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by the CITY shall not impair its rights to any other right, power, option or remedy.

19. TIME OF THE ESSENCE: Time is expressed to be of the essence in this Agreement.

20. CONSTRUCTION OF AGREEMENT: Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.

21. INTEGRATION: This Agreement represents the complete agreement of the parties and all prior agreements or representations, whether written or verbal, are hereby superseded.

22. **HEADINGS:** Headings in this Agreement are for convenience in reference only and shall not define or limit the scope of any provision.

23. **NO THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries to this Agreement.

CITY OF ELKO

LOSTRA

By: _____
REECE KEENER, MAYOR

By: _____
Signature

Robert Woelich
Print Name

**MANAGER, RENDER ASSOCIATES
LLC**

Date: _____

Date: 12-22-2020

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

- Your car operator shall remain on a tour until each van used or fee charged to complete the trip. All charges shall be substantiated in writing and attached to the bill. (MCC 706.426) -
- Travel services are to be billed in full increments for each increment during which any such services are performed. -
- On HALL/PALE TOURS - ground services not attributable to any particular vehicle will be shared equally between the toured vehicles. -
- All rates set forth below include the services of the driver. -

ACCEPTED
MAR 16 2020
Horticulture Department
University of Georgia

so The charge commences at the time of departure to terms of new and terminates at the time of return to new operator's yard.
X - Rate not charged for Category C
N/A - Not applicable

Description of item how condition was verified for value from the owner or operator or a reasonable person		Category A		Category B		Category C - equipment having no salvage value		Category D - equipment having no salvage value	
		Buy	Sell	Buy	Sell	Buy	Sell	Buy	Sell
LUMBER (other 4 business days)	Per 1/2 Unit Size								
LUMBER (other 200 Hours)	Per 1/2 Unit Size								
LUMBER (no charge from our house)	Per Unit	\$0.00	N/A	\$0.00	N/A	\$0.00	X	\$0.00	X
LOW EQUIPMENT TRAILER	Per loaded unit	N/A	N/A	N/A	N/A		X		X
OFF HOOK	Per	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OFF ROAD TRAILER	Per 15 minutes	\$1.25	\$1.25	\$7.75	\$7.75		X		X
RECOVERY - requiring less than 15,000 lb. tow truck	Per 15 minutes	\$0.00	\$0.00	N/A	N/A		X		X
RECOVERY - requiring 15,000 to 20,000 lb. tow truck	Per 15 minutes	\$0.00	\$0.00	\$0.00	\$0.00		X		X
RECOVERY - requiring over 20,000 lb. tow truck	Per 15 minutes	\$0.00	\$0.00	\$0.00	\$0.00		X		X
RECOVERY - requiring 50-Ton Boom Tow Truck	Per 15 minutes	N/A	N/A	\$2.50	\$2.50		X		X
RECOVERY - requiring tow truck with floating boom capacity Over 60 Tons	Per 15 minutes	N/A	N/A	N/A	N/A		X		X
REPLACEMENT TOW	Per	\$1.00	\$1.00	N/A	N/A		X		X
SET OUT	Per	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPECIALIZED EQUIPMENT	Over Price								
CALLED: 11/9/2019	Over Price \$25 TOW/CAN OPERATOR: C/O'S @ 716.1 Larkin Brothers Towing and Wreck Recovery Service, LLC 604 Larkin Brothers Towing Southfield, MI Mrs. Barbara Smith 616								

ACCEPTED

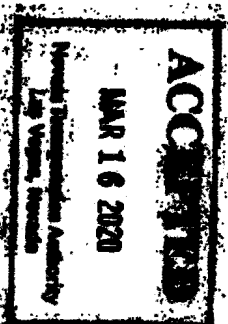
MAR 16 2020

^{a,c} The change commences at the time of departure to scans of low and terminates at the time of return to low operator's seat.
X - Data not changed for Category C
N/A - Not applicable

ACCEPTED
MAR 16 2020
Nevada Transportation Authority
Las Vegas, Nevada

Nevada Transportation Authority - Model Tow/Fair (One-hour equipment)

Definitions of tow services are available for review from the tow car operator or at www.nata.org		Category A		Category B		Category C - Equipment not included in Category A or B		Category D - Equipment not included in Category A, B or C	
Tow Service and Description		Day	Night	Day	Night	Day	Night	Day	Night
STORAGE, as vehicle		65.00		75.00		X		X	
STORAGE, unsecured		N/A		N/A		N/A		N/A	
STORAGE, secured		55.00		55.00		55.00		55.00	
STORAGE, inside		55.00		75.00		55.00		75.00	
STORAGE, OVERSIZE VEHICLES		Per 24-Hour Period		N/A		Storage Fee 20%		X	
STORAGE, Public Hold - after 12th day		Per 24 Hour Period		5.00		X		X	
STORAGE, Public Vehicle - released within 3 days after recovery		Reduction		50% of Storage		X		X	
TAFE		Fee per vehicle		N/A		N/A		N/A	
ISSUED: 11/8/2013		TOW CAR OPERATOR: C/O C & TOLLS Lester Brothers Towing and Wheel Recovery Service, LLC 1000 Lester Brothers Trucking 5000 Main St. Elko, Nevada 89801 505		SPECIFIC: ACCEPTED MAR 16 2020					



** The charge increases at the time of departure to some of tow and vehicles at the time of return to tow operator's yard.
X - Item not charged for Category C
N/A - Not applicable

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization to purchase a 4.45 acre parcel, referred to as APN 001-710-049, for the future extension of HARP trail, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **20 Minutes**
5. Background Information: **In consideration of a possible purchase and authorized by the property owner, staff obtained an appraisal for the parcel APN 001-710-049. The appraisal dated September 1, 2020, conducted by Colliers International Valuation & Advisory Services indicates an as-is market value of \$17,800.00. CL**
6. Budget Information:

Appropriation Required: \$17,800.00
Budget amount available: NA
Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal dated September 1, 2020 conducted by Colliers International Valuation & Advisory Services.**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



FRONT STREET FLOODWAY PARCEL

North of West Front Street
East of Errecart Boulevard
Elko, Nevada 89801

APPRAISAL REPORT

Date of Report: September 1, 2020

Colliers File #: LAS200140

Client File #: Appraisal 3 Land Parcels



PREPARED FOR
Reece Keener
Mayor
City of Elko
1751 College Avenue
Elko, Nevada 89801

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

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September 1, 2020

Reece Keener
Mayor
City of Elko
1751 College Avenue

Elko, Nevada 89801

RE: Front Street Floodway Parcel
North of West Front Street
East of Errecart Boulevard
Elko, Nevada 89801

Colliers File #: LAS200140

Client File #: Appraisal 3 Land Parcels

Mr. Keener:

This appraisal report satisfies the scope of work and requirements agreed upon by City of Elko and Colliers International Valuation & Advisory Services. The date of this report is September 1, 2020. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by USPAP Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value	Fee Simple	August 17, 2020	\$17,800

The subject is a 4.45-acre site located North of West Front Street East of Errecart Boulevard in Elko, Nevada. The site is a raw land parcel without out direct access from the nearby West Front Street. The entire site is current zoned General Industrial and is located entirely within Flood Hazard Zone AE which is defined as a 100 year flood hazard. The site is also land locked without access from a public right-of-way and unrelated ownership at each site boundary. Access to the site would have to be negotiated in terms of an easement with parcel ownership along Bullion Road. Also, development of an industrial property would be predicated on

removing/elevating the site out of the flood zone. Our analysis of land sale indicates this parcel is not developable.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is intended to conform to the appraisal guidelines of City of Elko.

The COVID-19 virus (aka coronavirus) is a serious illness and pandemic that has affected the world and more specifically the United States. The effects thus far include volatility in the stock and capital markets. The impact to demand and ultimately values for real estate is also developing, although there is a wide range of viewpoints with very little consensus on the potential impact. The range of views from market participants suggests the risk premium is widening and we should analyze implications to both near-term and longer-term valuation assumptions. Real estate as an investment type historically takes a longer period of time to be impacted in comparison to alternative investment types, such as stocks and bonds. CIVAS professionals have consulted with market participants in preparation of this assignment to understand and best address how the subject property may be impacted. The subject's land market has not been significantly impacted other than most market participants expect slightly longer exposure and marketing times. We have adjusted market conditions downward for short term uncertainty.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *USPAP* defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

It is an Extraordinary Assumption that one of the three adjacent land-owners (adjacency to the subject site and Front Street) would enter into an access easement agreement with the subject ownership that would be recorded and transferable.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation &

LETTER OF TRANSMITTAL

CONTINUED

LAS200140

Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

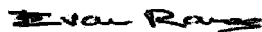
Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES**



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Managing Director
Certified General Real Estate Appraiser
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CERTIFICATION

ASSUMPTIONS & LIMITING CONDITIONS

ADDENDA

Professional Service Agreement	
Valuation Glossary	
Qualifications of Appraisers	
Qualifications of Colliers International Valuation & Advisory Services	

EXECUTIVE SUMMARY

LAS200140

GENERAL INFORMATION

Property Name	Front Street Floodway Parcel
Property Type	Land - Commercial Land
Address	290 Bullion Road
City	Elko
State	Nevada
Zip Code	89801
County	Elko
Core Based Statistical Area (CBSA)	Elko
Market	Elko
Submarket	Elko
Latitude	40.823006
Longitude	-115.764434
Number Of Parcels	1
Assessor Parcel	001-710-049
Census Tract Number	9512.02

SITE INFORMATION

Land Area	Acres	Square Feet
Usable	4.45	193,842
Unusable	0.00	0
Excess	0.00	0
<u>Surplus</u>	<u>0.00</u>	<u>0</u>
Total	4.45	193,842
Topography	Sloping below street grade	
Shape	Irregular	
Access	Fair	
Exposure	Fair	
Current Zoning	General Industrial (ZGI)	
Flood Zone	Zone AE	
Seismic Zone	Moderate Risk	

VALUATION SUMMARY

VALUATION INDICES	AS-IS MARKET VALUE
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	AUGUST 17, 2020

FINAL VALUE CONCLUSION

FINAL VALUE	\$17,800
\$/SF	\$0.092/SF

LAND VALUATION

LAND VALUE	\$17,800
Value/Acre	\$4,000.00





WEST FRONT STREET WESTERLY



NORTHWESTERLY ACROSS SITE



NORTHERLY ACROSS SITE



NORTHEASTERN AREAS OF SITE FROM FRONT STREET



EASTERLY ACROSS SITE FROM NORTH OF FRONT STREET



BULLION STREET AT DIRT ACCESS ROAD TO FRONT STREET

PROPERTY IDENTIFICATION

The subject a 4.45-acre site located North of West Front Street and East of Errecart Boulevard, Elko County, Nevada. The site is pictured in the following aerial.



The entire site is current zoned General Industrial and is located entirely within Flood Hazard Zone AE which is defined as a 100 year flood hazard. The site is also land-locked without access from a public right-of-way. Each of the subject site boundaries is adjacent unrelated ownership and access to the site would have to be negotiated in terms of an easement with an adjacent parcel owners along Bullion Road. Also, development of an industrial property would be predicated upon clearing the site and removing/elevating the site out of the flood zone. Analysis indicates this site is cost prohibitive to develop.

The Elko County tax record on the following page indicates the legal description and property taxes.

The assessor's parcel number is: 001-710-049.

IDENTIFICATION OF APPRAISAL ASSIGNMENT

CONTINUED

LAS200140

Elko County Property Inquiry 001-710-049 : 2020

Shopping Cart Ne

Assessor Descriptions

Assessor Descriptions	Subdivision Name	Section	Township	Range	Block	Lot
A PARCEL LOCATED IN MDB&M PREVIOUSLY PART OF THE RAILROAD RELOCATION PROJECT CONT 4 455M/L		22	34N	55E		
A PARCEL LOCATED IN 22 34N 55E MDB&M, PREVIOUSLY PART OF THE RAILROAD RELOCATION PROJECT CONT 4 455M/L						

Billing Fiscal Year (2020 - 2021)

Installment	Date Due	Date Paid	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Amount Paid	Total Unpaid
1	8/17/2020		\$92.53	\$0.00	\$0.00	\$92.53	\$0.00	\$92.53
Total			\$92.53	\$0.00	\$0.00	\$92.53	\$0.00	\$92.53

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid	Date Paid
+	(2020 - 2021)	\$92.53	\$0.00	\$92.53	
+	(2019 - 2020)	\$92.24	\$92.24	\$0.00	8/21/2019
+	(2018 - 2019)	\$92.23	\$92.23	\$0.00	8/16/2018
Show 4 More					

Tax Cap Abatements

Year	Returned Status	Returned Date	Returned Code	Tax Cap	Reason
2021	Returned		QHC - Qualified for High Cap	3.60 %	
2020	Returned		QHC - Qualified for High Cap	3.60 %	
2019	Returned		QHC - Qualified for High Cap	5.20 %	
Show 14 More					

CLIENT IDENTIFICATION

The client of this specific assignment is City of Elko.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

INTENDED USE

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset.

INTENDED USERS

City of Elko is the only intended user of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report

independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

ASSIGNMENT DATES

Date of Report	September 1, 2020
Date of Inspection	August 17, 2020
Valuation Date - As-Is	August 17, 2020

PERSONAL INTANGIBLE PROPERTY

No personal property or intangible items are included in this valuation.

PROPERTY AND SALES HISTORY**Current Owner**

The subject title is currently recorded in the name of Howard R Wright Trust Etal who acquired title to the property as land for an undisclosed amount as recorded in Elko County Deed Records.

Three-Year Sales History

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property has not transferred during the past three years of the effective date of value stated in this report.

Subject Sale Status

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property is not under a current agreement of sale or option and is not currently offered for sale on the open market.

DEFINITIONS

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

DEFINITIONS OF VALUE

Given the scope and intended use of this assignment, the definition of Market Value is applicable. The definition of Market Value, along with all other applicable definitions for this assignment, is located in the Valuation Glossary section of the Addenda.

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest.

VALUE SCENARIOS

The valuation scenarios developed in this appraisal report include the As-Is Market Value of the subject property's fee simple interest.

INTRODUCTION

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- The appraisers analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- The appraisers confirmed and analyzed legal and physical features of the subject property including sizes of the site, flood plain data, seismic zone, zoning, easements and encumbrances, access and exposure of the site.
- The appraisers completed a land market analysis that included market and sub-market overviews. The Elko market and Elko sub-market overviews analyzed supply/demand conditions using vacancy, absorption, supply change and rent change statistics. Conclusions were drawn regarding the subject property's competitive position given its physical and locational characteristics, the prevailing economic conditions and external influences.
- The appraisers conducted Highest and Best Use analysis and conclusions were drawn for the highest and best use of the subject property As-Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- The appraisers confirmed and analyzed financial features of the subject property including potential entitlement issues, and tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. This appraisal developed the Sales Comparison Approach to value, which was adjusted and reconciled as appropriate. The appraisal develops an opinion of the As-Is Market Value of the subject property's fee simple interest.
- Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are fully described within this document.
- We understand the Competency Rule of USPAP and the authors of this report meet the standards.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

SCOPE OF WORK

CONTINUED

LAS200140

SOURCES OF INFORMATION	
ITEM	SOURCE
Tax Information	Elko County Tax Assessor
Zoning Information	City of Elko Zoning Code
Site Size Information	Elko County Tax Assessor
Building Size Information	Elko County Tax Assessor
New Construction	City of Elko / Elko County
Flood Map	InterFlood
Demographics	Pitney Bowes/Gadberry Group - GroundView®
Comparable Information	See Comparable Datasheets for details
Legal Description	Grant Deed from RealQuest
Other Property Data	Elko County Property Records

SUBJECT PROPERTY INSPECTION

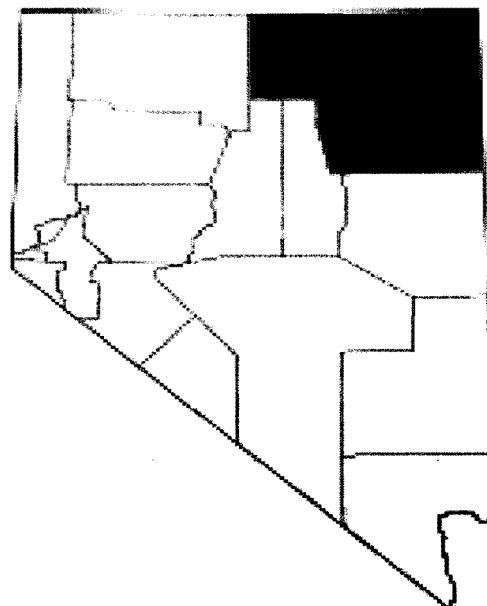
SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Evan Ranes, MAI, ASA, RW-AC	No	-	August 17, 2020
Richard Koldewyn	Yes	Interior/Exterior	August 17, 2020



REGIONAL ANALYSIS

Elko County is in northeastern Nevada. According to the 2010 census, the population of the county was 48,818. The county seat is the city of Elko. The county is part of the Elko, NV Micropolitan Statistical Area, and contains approximately half of the Duck Valley Indian Reservation within its territory. Elko County is bordered by the counties of Owyhee and Cassia in Idaho to the north, Tooele and Box Elder in Utah to the east, White Pine to the south, and Humboldt to the west. Air transportation is provided by Elko Regional Airport, and Amtrak Passenger service is available at the Elko station in the county seat. The county is intersected by Interstate 80, U.S. Route 93, and State Routes 225, 227, and 228.

Elko County's economic base is based on the mining, ranching, and tourism industry. The rural community of Spring Creek, near the base of the Ruby Mountains, has become an outdoor recreation hub within the region. The Spring Creek Association operates an outdoor equestrian center, a private lake that provides fishing, picnicking, and canoeing opportunities, as well as a sports complex with four soccer fields.



DEMOGRAPHIC ANALYSIS

The following is a demographic study of the region sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

REGIONAL ANALYSIS

CONTINUED

LAS200140

REGIONAL AREA DEMOGRAPHICS							
YEAR	US	NV	COUNTY	YEAR	US	NV	COUNTY
POPULATION				NUMBER OF HOUSEHOLDS			
2010 Total Population	308,745,538	2,700,551	48,818	2019	123,740,541	1,104,960	19,019
2019 Total Population	329,429,186	3,076,999	52,859	2024	127,610,429	1,165,320	19,933
2024 Total Population	340,686,154	3,289,345	54,859	CAGR	0.6%	1.1%	0.9%
2010 - 2019 CAGR	0.7%	1.5%	0.9%	AVERAGE HOUSEHOLD SIZE			
2019 - 2024 CAGR	0.7%	1.3%	0.7%	2019	2.60	2.75	2.74
POPULATION DENSITY				2024	2.61	2.79	2.71
2019 Per Square Mile	92	28	3	CAGR	0.07%	0.28%	(0.21%)
2024 Per Square Mile	95	30	3	HOUSING UNITS			
MEDIAN AGE				Owner Occupied	80,596,122	650,198	13,120
2019	38.25	38.19	34.43	Renter Occupied	43,144,419	454,762	5,899
2024	38.90	38.77	34.91	AVERAGE HOUSEHOLD INCOME			
CAGR	0.34%	0.30%	0.28%	2019	\$87,477	\$79,238	\$96,742
MEDIAN HOME VALUE				2024	\$105,741	\$97,261	\$122,639
2019	\$192,890	\$215,422	\$198,387	CAGR	3.9%	4.2%	4.9%
PER CAPITA INCOME				MEDIAN HOUSEHOLD INCOME			
2019	\$33,687	\$28,808	\$35,347	2019	\$60,918	\$58,819	\$79,880
2024	\$40,577	\$34,867	\$45,279	2024	\$73,705	\$71,753	\$95,361
CAGR	3.8%	3.9%	5.1%	CAGR	3.9%	4.1%	3.6%

Source: Pitney Bowes/Gadberry Group - GroundView®

Population

According to Pitney Bowes/Gadberry Group - GroundView®, a Geographic Information System (GIS) Company, Elko County had a 2019 total population of 52,859 and experienced an annual growth rate of 0.9%, which was lower than the Nevada annual growth rate of 1.5%. The county accounted for 1.7% of the total Nevada population (3,076,999). Within the county the population density was 3 people per square mile compared to the higher Nevada population density of 28 people per square mile and the higher United States population density of 92 people per square mile. The 2019 median age for the county was 34.43, which was 11.10% younger than the United States median age of 38.25 for 2019. The median age in the county is anticipated to grow by 0.28% annually, increasing the median age to 34.91 by 2024.

Education

Elko County is home to Great Basin College a 44-acre campus with an annual enrollment of approximately 3,400 students. The college offers bachelor's and associate degrees in career/technical education and academic areas.

Household Trends

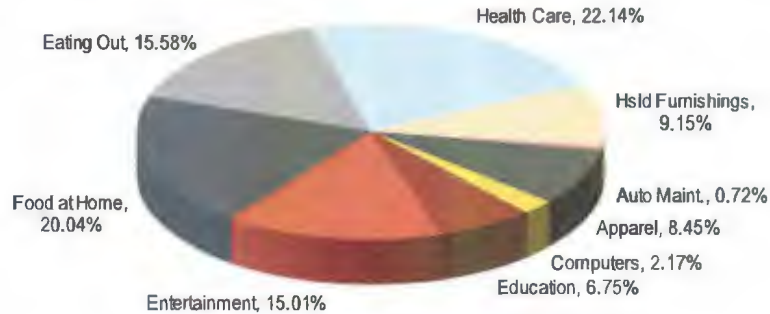
The 2019 number of households in the county was 19,019. The number of households in the county is projected to grow by 0.9% annually, increasing the number of households to 19,933 by 2024. The 2019 average household size for the county was 2.74, which was 5.40% larger than the United States average household size of 2.6 for 2019. The average household size in the county is anticipated to retract by 0.21% annually, reducing the average household size to 2.71 by 2024. Elko County had 31.02% renter occupied units, compared to the higher 41.16% in Nevada and the higher 34.87% in the United States.

Income Trends

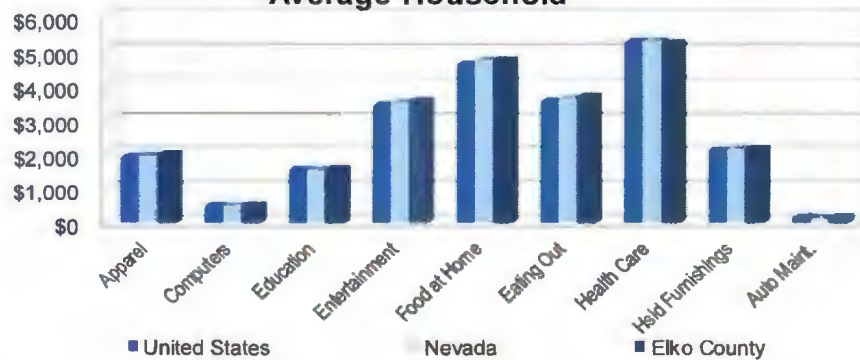
The 2019 median household income for the county was \$79,880, which was 31.1% higher than the United States median household income of \$60,918. The median household income for the county is projected to grow by 3.6% annually, increasing the median household income to \$95,361 by 2024. As is often the case when the median household income levels are higher than the national average, the cost of living index is also higher. According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living

Index, the county's cost of living is 103.7 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.

Consumer Spending Elko County



**Consumer Spending Comparison
Average Household**



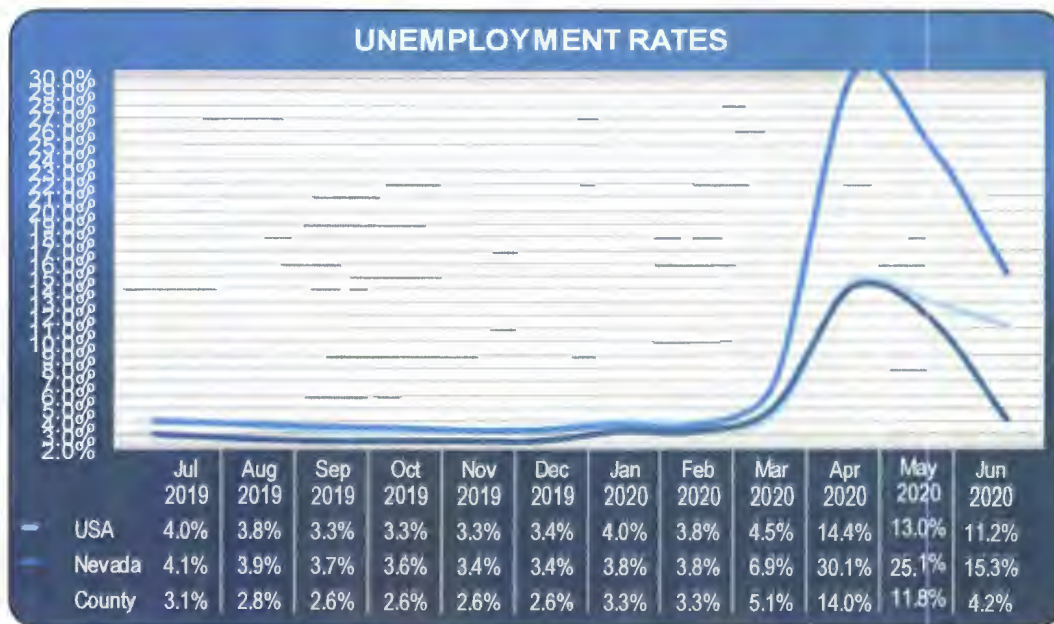
EMPLOYMENT

Total employment has increased annually over the past decade in the state of Nevada by 2.6% and increased annually by 0.9% in the county. From 2018 to 2019 unemployment decreased in Nevada by 0.5% and decreased by 0.1% in the county. In the state of Nevada unemployment has decreased over the previous month by 9.8% and decreased by 7.6% in the county.

EMPLOYMENT & UNEMPLOYMENT STATISTICS 2010 - 2019

TOTAL EMPLOYMENT					UNEMPLOYMENT RATE		
Year	Nevada		Elko County, NV		United States*	Nevada	Elko County, NV
	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2010	1,174,774	(1.8%)	24,496	(4.6%)	9.6%	13.5%	7.8%
2011	1,194,264	1.7%	26,153	6.8%	8.9%	13.0%	7.2%
2012	1,222,710	2.4%	27,266	4.3%	8.1%	11.2%	6.4%
2013	1,248,122	2.1%	26,975	(1.1%)	7.4%	9.6%	6.2%
2014	1,278,808	2.5%	26,257	(2.7%)	6.2%	7.9%	5.6%
2015	1,312,816	2.7%	25,323	(3.6%)	5.3%	6.7%	5.1%
2016	1,344,258	2.4%	25,724	1.6%	4.9%	5.7%	4.5%
2017	1,387,628	3.2%	25,879	0.6%	4.4%	5.0%	3.7%
2018	1,436,891	3.6%	26,595	2.8%	3.9%	4.4%	3.1%
2019	1,482,476	3.2%	26,549	(0.2%)	3.7%	3.9%	3.0%
CAGR	2.6%	-	0.9%	-	-	-	-

U.S. Bureau of Economic Analysis, Bureau of Labor Statistics



The preceding chart depicts unemployment trends in the county, Nevada and the U.S. Overall levels of unemployment in the county experienced minor fluctuations throughout 2019. By the end of December 2019, unemployment in the county was 1.1% lower than Nevada's and 0.7% lower than the national average. Due to the impact of the Pandemic quarantine, job losses spiked in March and April 2020 and unemployment increase to 14%. As can be seen Elko County returned to a more normalized unemployment rate of below 5%.

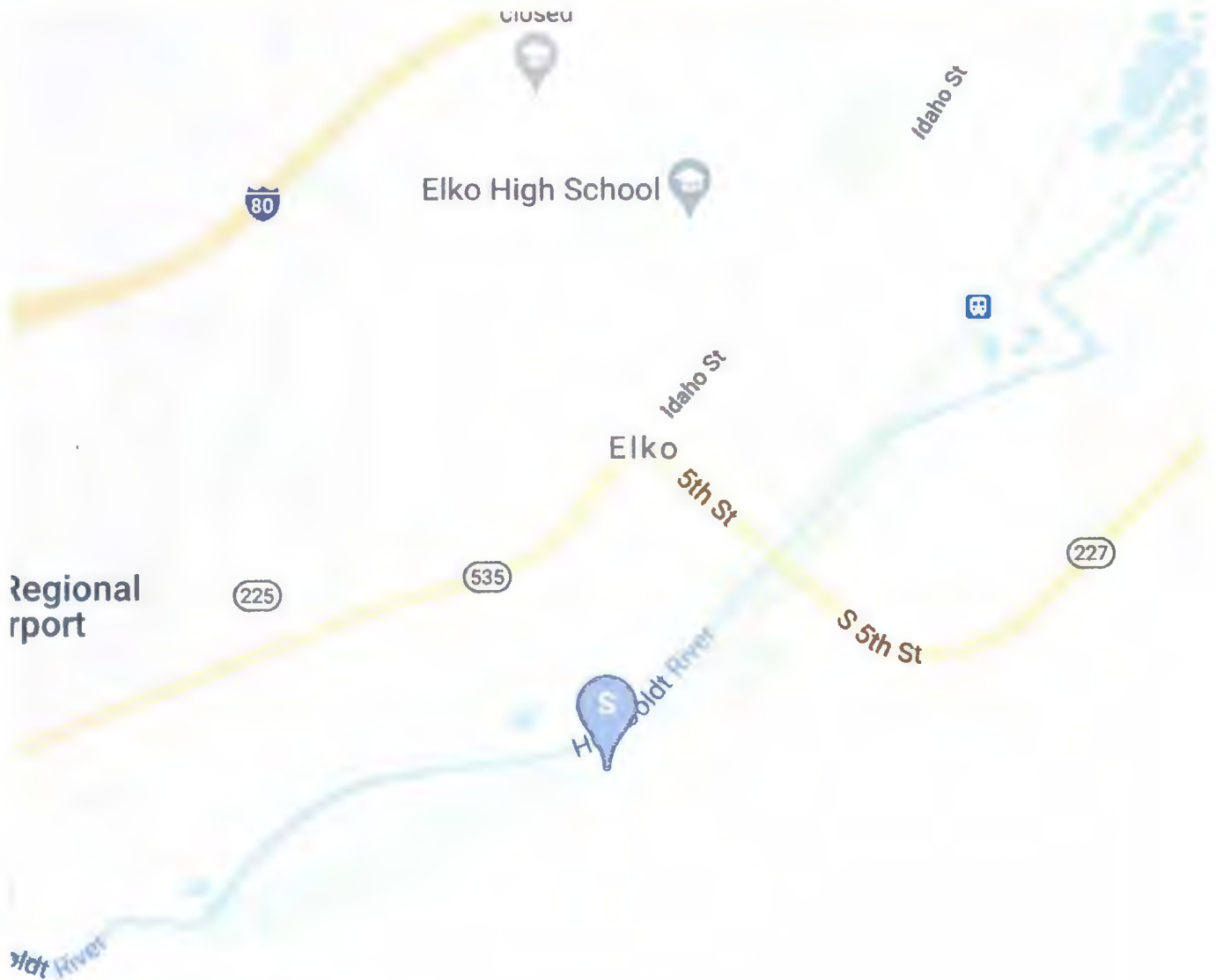
AIRPORT STATISTICS

The following chart summarizes the local airport statistics.

RENO/TAHOE INTERNATIONAL AIRPORT (RNO)		
YEAR	ENPLANED PASSENGERS	% CHG
2008	2,150,816	-
2009	1,828,818	(15.0%)
2010	1,857,488	1.6%
2011	1,821,051	(2.0%)
2012	1,685,333	(7.5%)
2013	1,671,926	(0.8%)
2014	1,611,572	(3.6%)
2015	1,669,863	3.6%
2016	1,771,864	6.1%
2017	1,953,028	10.2%
2018	2,048,916	4.9%

SUMMARY

Elko County is home to a diverse economy that has strong influences in the manufacturing, mining, tourism, and entertainment sectors. The county benefits from a strategic location and convenient connection to main transportation networks. Real estate in the county's area market should ultimately remain stable.



INTRODUCTION

In this section of the report, we provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

LOCAL AREA PROFILE

The subject property is in Elko, Nevada, the seat of Elko County. According to the 2010 census the population was 18,297. The city is approximately 124 miles east of Winnemucca. Elko is intersected by State Routes 225 and 227, and Interstate 80. Air transportation is provided by Elko Regional Airport, a public airport one mile west of downtown Elko. The Humboldt River passes through the city.

DEMOGRAPHIC PROFILE

Below is a demographic study of the area, sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

LOCAL AREA ANALYSIS

CONTINUED

LAS200140

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILES	5 MILES	DESCRIPTION	1 MILE	3 MILES	5 MILES
POPULATION				AVERAGE HOUSEHOLD INCOME			
2000 Population	5,748	18,185	20,389	2019	\$77,718	\$96,376	\$96,087
2010 Population	5,963	19,774	22,091	2024	\$98,891	\$125,737	\$125,321
2019 Population	6,346	22,269	24,708	Change 2019-2024	27.24%	30.47%	30.42%
2024 Population	6,564	23,462	25,946	MEDIAN HOUSEHOLD INCOME			
Change 2000-2010	3.74%	8.74%	8.35%	2019	\$60,421	\$80,343	\$79,730
Change 2010-2019	6.42%	12.62%	11.85%	2024	\$75,805	\$97,289	\$96,313
Change 2019-2024	3.44%	5.36%	5.01%	Change 2019-2024	25.46%	21.09%	20.80%
POPULATION 65+				PER CAPITA INCOME			
2010 Population	546	1,664	1,859	2019	\$30,751	\$36,025	\$35,811
2019 Population	801	2,485	2,756	2024	\$39,562	\$47,423	\$47,145
2024 Population	940	2,954	3,265	Change 2019-2024	28.66%	31.64%	31.65%
Change 2010-2019	46.70%	49.34%	48.25%	2019 HOUSEHOLDS BY INCOME			
Change 2019-2024	17.35%	18.87%	18.47%	<\$15,000	8.6%	7.3%	7.3%
NUMBER OF HOUSEHOLDS				\$15,000-\$24,999	6.3%	6.0%	5.8%
2000 Households	2,238	6,682	7,429	\$25,000-\$34,999	10.1%	7.6%	7.4%
2010 Households	2,259	7,268	8,074	\$35,000-\$49,999	15.0%	9.1%	8.8%
2019 Households	2,429	8,167	9,039	\$50,000-\$74,999	20.0%	16.1%	17.2%
2024 Households	2,534	8,677	9,576	\$75,000-\$99,999	16.2%	17.6%	17.8%
Change 2000-2010	0.94%	8.77%	8.68%	\$100,000-\$149,999	15.7%	20.5%	20.2%
Change 2010-2019	7.53%	12.37%	11.95%	\$150,000-\$199,999	4.3%	9.5%	9.3%
Change 2019-2024	4.32%	6.24%	5.94%	\$200,000 or greater	3.9%	6.2%	6.1%
HOUSING UNITS (2019)				MEDIAN HOME VALUE	\$140,028	\$209,958	\$202,908
Owner Occupied	1,318	5,109	5,848	AVERAGE HOME VALUE	\$154,535	\$223,733	\$217,662
Renter Occupied	1,129	3,014	3,196	HOUSING UNITS BY UNITS IN STRUCTURE			
HOUSING UNITS BY YEAR BUILT				1, detached	1,240	4,947	5,371
Built 2010 or later	23	497	536	1, attached	54	152	163
Built 2000 to 2009	175	820	914	2	80	211	216
Built 1990 to 1999	256	1,636	1,871	3 or 4	165	623	656
Built 1980 to 1989	292	1,484	1,733	5 to 9	85	392	394
Built 1970 to 1979	571	1,693	1,903	10 to 19	81	202	207
Built 1960 to 1969	274	617	646	20 to 49	35	97	97
Built 1950 to 1959	192	481	484	50 or more	0	208	214
Built 1940 to 1949	248	374	380	Mobile home	708	1,291	1,728
Built 1939 or earlier	398	566	573	Boat, RV, van, etc.	0	0	0

Source: Pitney Bowes/Gadberry Group - GroundView®

Transportation Routes

Major traffic arteries are shown in the chart below:

MAJOR ROADWAYS & THOROUGHFARES			
HIGHWAY	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Interstate 80	east-west	Interstate Highway	This is within five miles of the subject property.
State Route 227	north-south	Local Highway	This is within one mile of the subject property.
SURFACE STREETS	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Errecart Boulevard	east-west	Secondary Arterial	The subject property fronts this street.

Economic Factors

Elko's economy is reliant on mining, with approximately 500 businesses serving the mines. Mining in Elko further affects approximately 1,200 businesses throughout the region that provide supplies, services and equipment to the industry. Main companies within the mining industry include Barrick Gold Corporation, Midway Gold Corporation, and General Moly Incorporated. The tourism sector is also a top employer within the city, with the local convention center booking an average of 24 days per month, and with 10 community events occurring throughout the city each year. Retail presence consists of restaurants, big-box stores, shopping centers, entertainment venues and locally owned businesses.

Community Services

Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages). The subject property is located in the Elko County School District.

IMMEDIATE AREA PROFILE

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

Predominant Land Uses

Significant development in the immediate area consists of office, retail and industrial uses along major arterials that are interspersed with multi-family complexes and single-family residential development removed from arterials. The subject property is in southeastern Elko, less than one-half mile west of State Route 227. Properties near the subject are land, office, retail, and residential. Retail uses in the area include Tacos Las Brisas, Terraces Business Center 2, Eddy's Bakery, and Montrose Glass. Office uses include Elko Veterinary Clinic, U.S. Forest Service-Mountain City, Ruby Mountains, Jarbidge Ranger District, and Pinion Orthopedics. Residential uses in the immediate area are single-family and multi-family properties, including Winchester Court Apartments and Sunrise Apartments. Elko Regional Airport is approximately five miles northwest of the subject.

SUBJECT PROPERTY ANALYSIS

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

Subject Property Analysis

The uses adjacent to the property are noted below:

- › **North** - Humboldt River Flood Plain
- › **South** - West Front Street Right Of Way Easement
- › **East** - Single Family Residential
- › **West** - Vacant Land And Errecart Blvd.

Access

The subject site has no frontage or access on an arterial. Based on our field work, the subject's access is rated below average compared to other properties with which it competes.

Visibility

The subject is not clearly visible from improved roadways as a floodway parcel. In comparison to competitive properties, the subject property has below average visibility.

Subject Conclusion

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall typical external influence for the subject, which is concluded to have an average position in context of competing properties.

SUMMARY

Elko's economy is well supported by the mining industry, resulting in main sources of employment for its residents. The city benefits from the economic impact generated by transient visitors, mostly in the retail and hospitality sectors. Elko has a strategic location with convenient connections to well-traveled transportation networks.

General Description

The subject site consists of 1 parcel. As noted below, the subject site has 193,842 SF (4.45 AC) of land area. The area is estimated based on the assessor's parcel map, and may change if a professional survey determines more precise measurements. Going forward, our valuation analyses will utilize the usable site area. The following discussion summarizes the subject site size and characteristics. The subject site is a long narrow shaped site with frontage along the Humboldt River and is subject to 100-year flooding.

Assessor Parcel

001-710-049

Number Of Parcels

1

Land Area	Acres	Square Feet
Primary Parcel	4.45	193,842
Unusable Land	0.00	0
Excess Land	0.00	0
Surplus Land	0.00	0
Total Land Area	4.45	193,842

Shape

Irregular - See Plat Map For Exact Shape

Topography

Sloping below street grade

Drainage

Flood Zone

Utilities

None

Street Improvements

Street	Direction	No. Lanes	Street Type	Curbs	Sidewalks	Streetlights	Center Lane	Gutters
W. Front Street Alignment	one-way	one-lane	connector street					

Frontage

The subject is located north of and parallel to W Front Street which is a dirt road that has no connection to other roadways.

Accessibility

Fair - The subject site does not have access to any roadway and would require an easement across other ownership parcels to gain access.

Exposure

Fair - The subject has no roadway exposure without frontage on a right-of-way.

Seismic

The subject is in Moderate Risk.

Flood Zone

Zone AE. This is referenced by Community Number 32007, Panel Number 32007C5609E, dated September 04, 2013. Zone AE is a Special Flood Hazard Area (SFHA) where base flood elevations are provided. AE Zones are now used on new format Flood Insurance Rate Maps (FIRM) instead of A1-A30 Zones. In communities that participate in the National Flood Insurance Program (NFIP), mandatory flood insurance purchase requirements apply to this zone.

Site Rating

Overall, the subject site is considered a secondary site in terms of its location, exposure, and lack of access. This site does not have immediate access to employment, education and shopping centers, recognizing its location near a residential neighborhood collector street.

SITE DESCRIPTION

CONTINUED

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Easements

A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact on the subject improvements. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.

Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

Hazardous Waste

We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

PLAT MAP

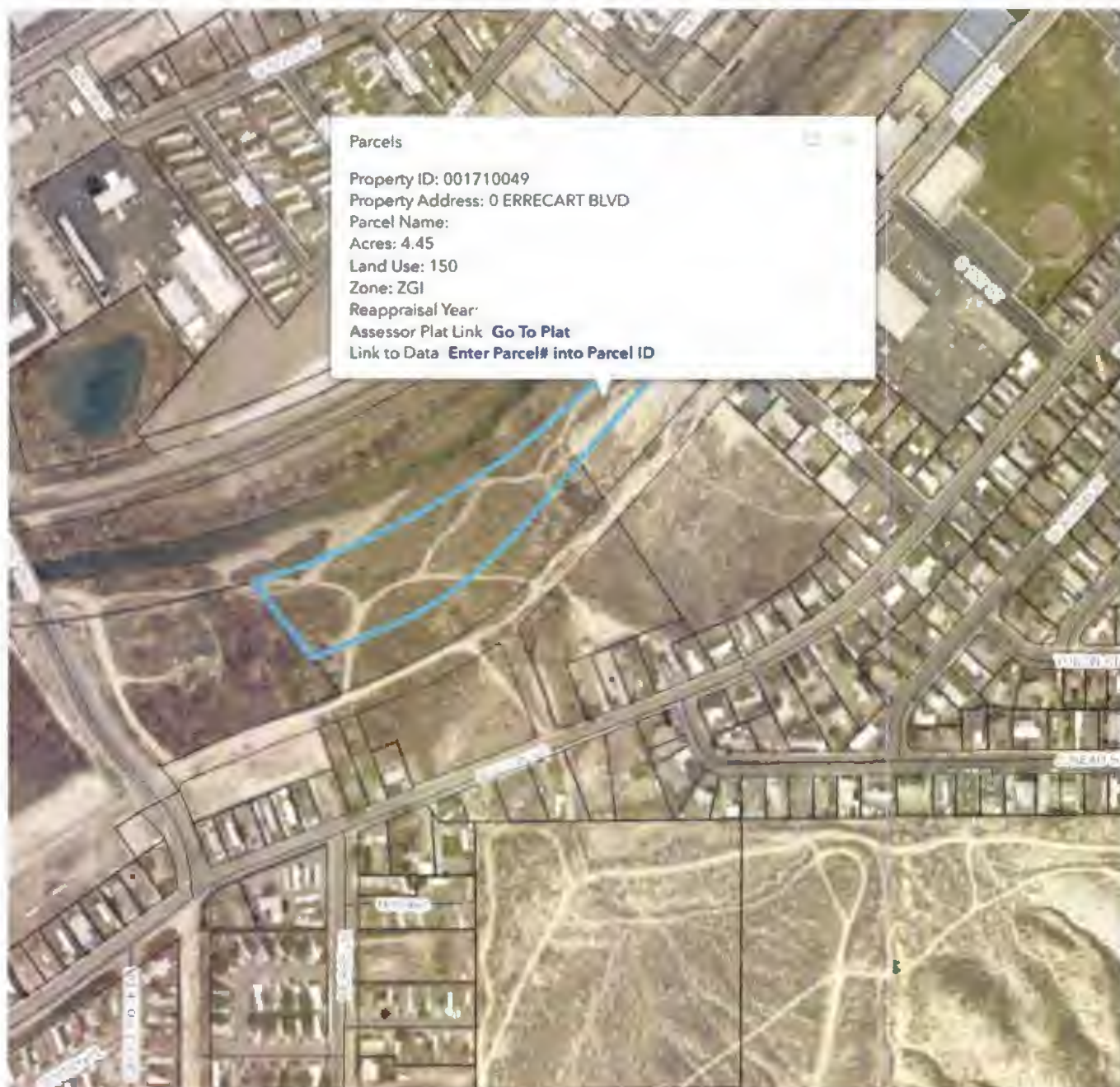
001-710



Reference Documents
136532 213974 080501

CITY OF ELKO
IN
PORTIONS OF SECTIONS 15, 22
T. 34 N., R. 55 E., M. D. B. & M.

ZONING MAP



FLOOD MAP



INTRODUCTION

Assessment of real property is established by an assessor that is an appointed or elected official charged with determining the value of each property. The assessment is used to determine the necessary rate of taxation required to support the municipal budget. A property tax is a levy on the value of property that the owner is required to pay to the municipality in which it is situated. Multiple jurisdictions may tax the same property.

The subject property is located within Elko County. The assessed value and property tax for the current year are summarized in the following table.

Assessments				
Taxable Value	Land	Building	Per. Property	Totals
Residential	7,486	0	0	7,486
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	7,486	0	0	7,486

Assessed Value	Land	Building	Per. Property	Totals
Residential	2,620	0	0	2,620
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	2,620	0	0	2,620

	New Land	New Const.	New P.P.	Omit Bldg
Residential	0	0	0	0
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	0	0	0	0

Payment History				
Fiscal Year	Total Due	Total Paid	Amount Unpaid	Date Paid
⊕ (2020 - 2021)	\$92.53	\$92.53	\$0.00	8/20/2020
⊕ (2019 - 2020)	\$92.24	\$92.24	\$0.00	8/21/2019
⊕ (2018 - 2019)	\$92.23	\$92.23	\$0.00	8/16/2018
Show 4 More				

INTRODUCTION

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

ZONING SUMMARY	
Municipality Governing Zoning	City of Elko Planning & Zoning Department
Current Zoning	General Industrial (ZGI)
Permitted Uses	See Zoning Ordinance detail
Prohibited Uses	Those uses not approved within the zoning code or approved by special permit
Current Use	Vacant Raw Land in Flood Plain
Is Current Use Legally Permitted?	Yes
Zoning Change	Not Likely

ZONING CONCLUSIONS

Based on the interpretation of the zoning ordinance, the subject property is zoned for industrial and if developed, improvements could be rebuilt if unintentionally destroyed.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

INTRODUCTION

As concluded ahead, the highest and best use of the subject site as-vacant is floodway. Therefore, this section provides a brief study of industrial supply/demand conditions for the Market Name Market and Elko Submarket, market participant interviews and transaction trends. These findings are used to support our conclusions for the competitive position, and exposure period of the subject site.

ELKO INDUSTRIAL SUBMARKET OVERVIEW

The following is an analysis of supply/demand trends in the Elko Industrial submarket using information provided by CoStar. The table below presents historical data for key market indicators.

ELKO HISTORICAL STATISTICS (LAST TEN YEARS)					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2010	780,804 SF	0 SF	35,100 SF	3.3%	\$10.55/SF
2011	780,804 SF	0 SF	(18,468) SF	4.3%	\$9.51/SF
2012	806,911 SF	26,107 SF	51,775 SF	2.1%	\$9.30/SF
2013	856,796 SF	49,885 SF	22,735 SF	3.4%	\$10.60/SF
2014	856,796 SF	0 SF	(5,980) SF	4.8%	\$12.53/SF
2015	856,796 SF	0 SF	9,752 SF	4.2%	\$13.76/SF
2016	868,796 SF	12,000 SF	(3,707) SF	3.6%	\$12.63/SF
2017	868,796 SF	0 SF	44,151 SF	4.6%	\$11.20/SF
2018	868,796 SF	0 SF	(461) SF	0.6%	\$12.84/SF
2019	877,036 SF	0 SF	310 SF	0.9%	\$12.97/SF
CAGR	1.2%	-	-	-	2.1%

The following table summarizes the trailing four quarter performance of the Elko submarket.

ELKO TRAILING FOUR QUARTER PERFORMANCE					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2019 Q3	868,796 SF	0 SF	160 SF	0.7%	\$13.70/SF
2019 Q4	877,036 SF	0 SF	150 SF	0.7%	\$11.87/SF
2020 Q1	877,036 SF	0 SF	0 SF	0.7%	\$11.87/SF
2020 Q2	877,036 SF	0 SF	(26,590) SF	3.7%	\$1.63/SF

Key supply/demand statistics for the most recent quarter, last year and historical averages are summarized below.

ELKO MARKET TREND ANALYSIS			
	Q2 2020	2019	Last 10
Total SF	877,036	877,036	842,233
Vacant SF	32,475	7,455	26,606
Market Vacancy	3.7%	0.9%	3.2%
Construction Growth Rate	0.0%	0.0%	1.2%
Absorption Rate	(3.0%)	0.0%	1.5%
Average Asking Rent/SF	\$1.63	\$12.97	\$11.59

Elko Submarket Conclusion

Based on the preceding analysis, the Elko Industrial market demonstrates sound fundamentals. Analysis of supply and demand factors indicate the market is currently stable with no evidence to prove this will change

any time soon. The greatest strength of the market appears to be its low vacancy rates. There are no observed weaknesses of the market that stand out.

BROKER / MARKET PARTICIPANT INTERVIEWS

Interviews with brokers and other market participants were conducted to put previously discussed trends and data into better context of what is really occurring in the marketplace.

SALES PERSPECTIVE INTERVIEW	
Name	Elko Brokers
Company	
Location	Elko
Survey Date	2Q 2020
Survey Property Profile	Industrial and Commercial Land

According to Elko Brokers, sale transactions have been moderate over the past six months for the subject property type, with most activity being seen from local buyers. The market participant reported that standard investment opportunities are currently in greatest demand. This property type is considered to have general availability, with numerous listings offered within the marketplace. Based on these factors, conditions are in equilibrium in regard to negotiating sale terms. Marketing periods are ranging from 6 to 12 months, with an average approximately 12 months. Pricing for this property type generally falls within a moderate range from \$2 to \$5 per square foot of land area.

TRANSACTION TRENDS

In the open market, the subject property type would command most interest from local buyers that are actively pursuing similar standard investment properties. There is currently moderate buyer demand for substitute properties of the subject based on the volume of sale transactions and reports by buyers, sellers and other market participants during confirmation of market transactions. The most probable buyer is a local business owner and secondarily an investor. The owner user development market is cyclical and tied to the mining industry. When mining products are in higher demand and business activity is spiking, development demand increases.

Based on the preceding analysis, there is an established sales market for the subject property type; however, there appear to be limitations with regard to depth of the market. As previously discussed, the velocity of sale transactions has been low over the past six months. Currently there is moderate buyer demand, while there is general availability for this property type on the supply side. Based on these factors, conditions are in equilibrium in regard to negotiating sale terms.

SUBJECT PROPERTY ANALYSIS

Based on our analysis of the subject property and investigation of substitute properties in the marketplace, the subject is considered to have Average overall buyer appeal with an Average competitive position if the asset was exposed to the open market.

EXPOSURE TIME & MARKETING PERIOD

Exposure time is defined as "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market" (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2015). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent

history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

The availability of acquisition financing factors into exposure time. In recent quarters, financing has been available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would not have been available to consummate a sale of the property on the date of value.

Exposure Time Conclusion

The preceding information generally supports an exposure time range from 9 to 12 months for sites similar to the subject. Based on its overall physical and locational characteristics, the subject site has below average overall appeal to developers and/or owner/users. Considering these factors, a reasonable estimate of exposure time for the subject property is 9 to 12 months.

Marketing Period Conclusion

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. Having reviewed open listings and discussed the market with local participants, and given the nature of this site, we feel that a time period of 9 to 12 months is supported for the subject's marketing period.

INTRODUCTION

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant.

AS-VACANT ANALYSIS**Legal Factors**

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's General Industrial (ZGI) zoning were listed in the Zoning Analysis section. Overall, legal factors support a range of office, industrial, and some mixed-use related uses for the subject site.

Physical & Locational Factors

Regarding physical characteristics, the subject site is irregular in shape and has sloping topography with fair access and fair exposure. The subject site has no roadway frontage and access would have to be negotiated with adjacent land-owners along West Front Street. The immediate area is developed with residential development to the south and east. Further east along Front Street are several owner-user industrial properties and a mix of single-family residential removed from arterials. The subject is located entirely within Flood Hazard Zone AE which is defined as a 100-year flood hazard. The site is also land locked without vehicle access from a public right-of-way and is surrounded by unrelated ownership at each site boundary. Access to the site would have to be negotiated in terms of an easement at the discretion of adjacent parcel ownership along Bullion Road. Also, development of an industrial property would be predicated on removing portions of the site by elevating (cut/fill) the site out of the flood zone.

Given the subject site would require an easement for access and removal from the Flood Zone to secure construction financing we believe the physical and locational features best support holding the property for a future use.

Feasibility Factors

Regarding financial feasibility of industrial properties in the region, construction delivery trends were previously discussed in the Market Analysis section. In general, the Elko Market area is experiencing owner user growth but limited investment property growth given the fluctuations in mining and expectations of long term stability. We found in our research of comparable sales and rental properties in Elko that there are competing vacant sites available for development that have access, frontage, and elevation out of the flood hazard zone. After discussions with brokers and appraisers in the Elko market area, the most probable buyers (owner users) would strongly consider the costs to develop the subject site into a useable industrial site given the zoning. These costs are estimated with the Marshall Valuation service as follows and represent prohibitive costs which total significantly above the value of the site.

DEVELOPMENT COSTS

As of the effective valuation date, the subject site was vacant raw land that is not development ready and did not have right of way access or elevation out of the flood zone. The following discussion summarizes our support of the value adjustments.

Access Easement

The subject site will need to have legal access to be developed and an easement would need to be procured with landowners along Bullion Road. An access easement agreement for the subject that would be

HIGHEST & BEST USE ANALYSIS

CONTINUED

LAS200140

transferable. Based on our discussions with local brokers and developers the easement purchase, legal and administrative cost could cost from \$5,000 to \$10,000. We utilized \$7,500. We increased this expense to \$10,000 for entitlements / approvals to develop the site into an industrial use.

Site Clearing/Fill Costs/Utilities

The subject's 4.45 acres will require clearing costs which range from \$2,875 to \$5,650 per acre. We utilized a cost of \$5,000 per acre or \$22,250. Next the site will require fill to elevate out of the flood zone. We utilized calculations based upon cubic yards and assumed the that approximately 50% of the site would be useable for development at cut/fill cost of \$50,000. We also considered the extension costs for utilities at \$50,000.

The total cost to develop the site into a marketable industrial property with access, utilities and buildable pad above the flood hazard zone is estimated at \$132,250.

SECTION 51 PAGE 2
March 2019

FOUNDATIONS

BULK CONCRETE FOR FOUNDATIONS

(in place)

	LOW	AVERAGE	GOOD
Concrete, plain (cubic foot)	7.45	9.71	9.92
Concrete, reinforced (cubic foot)	9.49	11.20	13.35
Concrete, reinforced deep caissons (cubic foot)	17.40	23.00	29.75
Forms, surface area (square foot)	4.15	5.71	7.75
Concrete, piers, precast residential (each)	11.20	24.30	52.00

MISCELLANEOUS SITE PREPARATION

SITE CLEARING . . . Cost per acre. Does not include demolition.

	COST RANGE
Level with light grass	660.00 - 1230.00
Rolling with medium brush and small trees	1230.00 - 2650.00
Steep with heavy growth and trees	2875.00 - 5650.00

General lot grading, cut and fill, etc., is listed in the Segregated Cost sections.

SOIL STABILIZATION . . . Cost per square yard.

	COST RANGE
Lime stabilization	5.71 - 11.10
Gabions filled with stone	86.50 - 261.00
Riprap	83.50 - 118.00
Geotextile fabric	0.65 - 4.80
Synthetic matting	10.50 - 18.00
hexagonal matrix	12.65 - 20.75
rigid with integral drain	15.05 - 23.40

BULK EXCAVATION . . . Cost per cubic yard, includes allowance for one-mile haul, disposal and return. For each additional mile add 2.45 to 4.03.

	COST RANGE		COST RANGE
Soft earth	4.75 - 6.50	Clay or adobe	8.71 - 12.15
Medium earth	5.17 - 7.25	Loose rock, hardpan or sand (requiring shoring)	9.92 - 16.20
Hard earth	5.71 - 7.81		

Excavation by hand costs 37.00, per cubic yard.

UTILITY TUNNELS

Costs of tunnels carrying utilities between buildings will vary greatly depending on the depth of the tunnel and the soil type, but the following costs are smoothed averages of reinforced concrete-lined tunnels per cubic foot of tunnel, including lighting and drainage.

Wall Thickness	Light Soil	Medium Soil	Hardpan	Rock
3' - 5'	21.75	23.90	26.25	28.75
5' - 7'	25.50	28.50	31.25	34.75
7' - 10'	29.50	33.00	37.25	41.50

TRENCHING

(Cost per linear foot, includes chain trencher and operator.)

Width x Depth	Soft Earth	Medium Earth	Hard Earth
6" x 12"	0.82	0.94	1.00
6" x 24"	0.84	0.96	1.03
6" x 48"	1.38	1.64	1.76
12" x 12"	1.00	1.16	1.26
12" x 24"	1.03	1.22	1.32
12" x 48"	1.75	2.04	2.19

TRENCHING

Cost per linear foot, includes backhoe, operator, backfill and compaction. Bucket sizes vary and costs may vary plus or minus 50%.

Width x Depth	Soft Earth	Medium Earth	Hard Earth
24" x 2'	1.57	1.78	2.69
24" x 4'	3.16	3.54	5.39
36" x 3'	3.55	3.94	5.98
36" x 6'	7.15	7.92	12.00
36" x 8'	9.46	10.50	15.95
48" x 3'	4.72	5.27	7.97
48" x 4'	6.37	7.00	10.65
48" x 6'	9.19	10.50	16.15
48" x 8'	12.50	14.00	21.65
72" x 4'	9.68	10.80	16.80
72" x 8'	18.75	20.85	31.75

EARTH WORK

(Cost per cubic yard)

	Soft Earth	Medium Earth	Hard Earth
Cut and fill and compact	3.32	6.60	11.10
dock height fill	9.81	11.70	15.05
Backfill and compaction, unconfined	15.05	18.30	23.40
confined area	25.25	31.50	39.25
handwork	73.50	113.00	176.00

Haul and Fill	1 mile	3 miles	5 miles	8 miles
5-CY truck	5.17	12.25	17.10	23.40
10-CY truck	4.33	7.81	12.25	15.70

CONCRETE CONTINUOUS (STRIP) FOOTINGS

(Cost per linear foot, includes forms and reinforcing as noted.)

SIZE	LEVEL GRADE		SLOPING GRADE	
Depth or Thickness/Width	Plain	Reinforced	Plain	Reinforced
6" x 12"	11.25	14.65	12.85	16.75
6" x 14"	12.65	16.10	14.50	18.30
8" x 12"	14.30	17.10	15.85	19.40
8" x 18"	16.50	20.80	18.30	23.35
8" x 24"	18.10	22.25	20.75	25.75
12" x 18"	18.30	22.40	21.80	26.25
12" x 24"	23.35	28.00	26.50	32.25
12" x 36"	29.75	35.75	33.50	40.50
12" x 48"	34.25	41.50	38.50	46.50
16" x 48"	45.50	53.00	50.50	58.50
16" x 60"	52.50	62.50	57.50	67.50
24" x 72"	82.50	94.00	89.50	103.00
24" x 96"	103.00	118.00	109.00	125.00

MARSHALL VALUATION SERVICE
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The data included on this page becomes obsolete after update delivery, scheduled for March 2021.

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As-Vacant Conclusion

Because competing sites do not require significant upfront development costs, we believe the subject's highest and best use is to hold for future development or sold as is for a public use in its as is condition. Based on the previous discussion, the subject's highest and best use as-vacant is concluded to be hold for future development or hold as a floodway parcel.

INTRODUCTION

The following presentation of the appraisal process deals directly with the valuation of the subject property. The As-Is Market Value of the subject's fee simple interest is estimated using the Sales Comparison Approach, which is recognized as the standard appraisal technique for commercial land. The Cost and Income Capitalization Approaches are not applicable when valuing unimproved commercial land and are therefore excluded. Their exclusion is not detrimental to the reliability or credibility of the final value conclusion.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison. The sales comparison approach is applicable when sufficient data on recent market transactions is available. Alternatively, this approach may offer limited reliability because many properties have unique characteristics that cannot be accounted for in the adjustment process.

LAND VALUATION

As previously discussed within the Valuation Methods section, the subject is valued as one marketable economic site in this appraisal. Land value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison is the price per acre. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

COMPARABLE SELECTION

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

ADJUSTMENT PROCESS

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.
Expenditures After Purchase	Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-existing structures, general site clearing and/or mitigation of environmental

issues. Because all of the sales are user ready sites, we made an adjustment to the final value for access easement and removal from flood zone.

Market Conditions

Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on our research, the following table summarizes the market conditions adjustment applied in this analysis.

MARKET CONDITIONS ADJUSTMENT		
Per Year As Of	March 2020 (PRE COVID-19)	0%

The market has exhibited value stability during the time from the oldest sale date up through the period preceding COVID-19; therefore a market conditions adjustment is not warranted. Sales prior to 2018 are considered for upward market conditions adjustments.

COVID-19 Impact Adjustment

While we applied market conditions adjustments for date of sale preceding the date of value for factors such as rent growth generated market appreciation prior to COVID-19, we recognize the need for straight-line adjustment for near-term value depreciation anticipated and increased risk premiums for intermediate market uncertainty, which we have applied a -5% downward adjustment, which differs from the market adjustments to the sales, which up until the point in time that the impact of COVID-19 became more apparent.

Property Adjustments

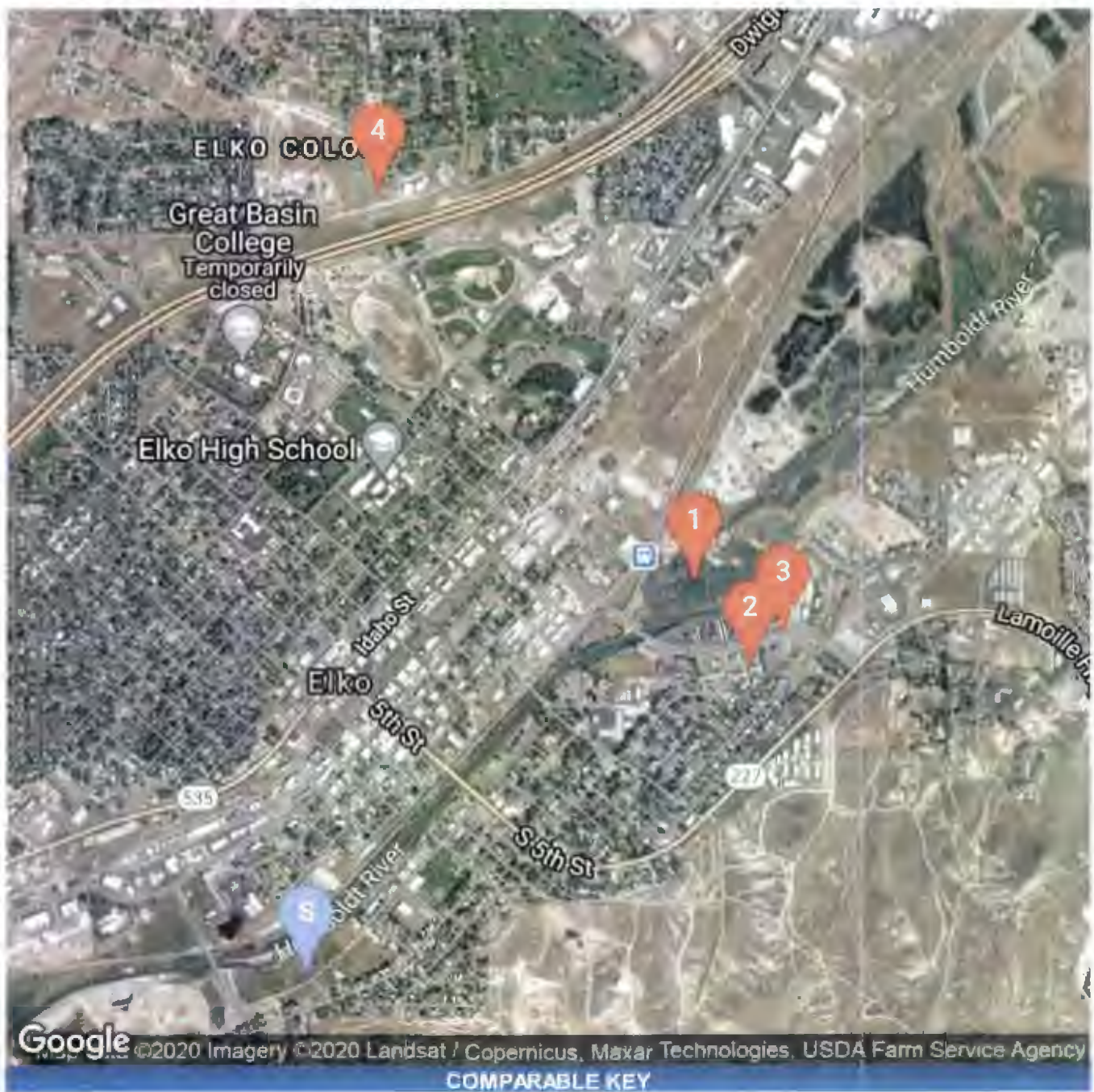
Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject site.

LAND VALUATION PRESENTATION

The following Land Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.

LAND SALES SUMMATION TABLE					
COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	Front Street Floodway Parcel	Flood Zone Parcel	Water Street & 12th	Flood Zone Parcel	Residential Site
Address	290 Bullion Road	1350 Sharps Access Rd	SWQ of 12th & River	N. Side Opal Dr. east of 12th St.	1553 Indian View Heights
City	Elko	Elko	Elko	Elko	Elko
State	NV	Nevada	Nevada	Nevada	Nevada
Zip	89801	89801	89801	89801	89801
County	Elko	Elko	Elko	Elko	Elko
APN	001-710-049	001-630-069	001-630-0004	001-630-096	001-530-026
PHYSICAL INFORMATION					
Acres	4.45	17.19	2.56	38.53	1.30
Location	Fair	Fair	Fair	Fair	Average
Exposure	Fair	Fair	Fair	Fair	Average
Access	Fair	Average	Average	Average	Average
Shape	Irregular	Irregular	Irregular	Irregular	Irregular
Site Utility Rating	Average	Average	Average	Average	Average
Zoning	ZGI	ZPUD/ZGI	ZGI	ZPUD/ZGI	ZR
Flood Zone	Zone AE	Zone A	Zone A	Zone A	Zone X
Corner	No	No	No	No	No
Topography	Sloping	Rolling/Sloping	Rolling Sloping	Rolling Sloping	Level
Easements	Non-Standard	None	None	None	None
SALE INFORMATION					
Date		10/17/2018	11/5/2019	10/18/2011	4/22/2019
Status		Closed	Closed	Closed	Closed
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$44,694	\$100,000	\$40,000	\$75,000
Analysis Price		\$44,694	\$100,000	\$40,000	\$75,000
\$/Acre		\$2,600	\$39,063	\$1,038	\$57,826

LAND SALES LOCATION MAP



COMP	DISTANCE	ADDRESS	SALE DATE	ACRES	SF	\$/ACRE
SUBJECT	-	North Of Front Street East of Errecart	-	4.5	193,842	\$4,000
No. 1	1.2 Miles	1350 Sharps Access Rd, Elko, Nevada	10/17/2018	17.2	748,796	\$2,600
No. 2	1.2 Miles	SWQ of 12th & River, Elko, Nevada	11/5/2019	2.6	111,514	\$39,063
No. 3	1.3 Miles	N. Side Opal Dr. east of 12th St., Elko, Nevada	10/18/2011	38.5	1,678,193	\$1,038
No. 4	1.8 Miles	1553 Indian View Heights, Elko, Nevada	4/22/2019	1.3	56,497	\$57,826

LAND VALUATION

CONTINUED

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COMPARABLE 1

LOCATION INFORMATION

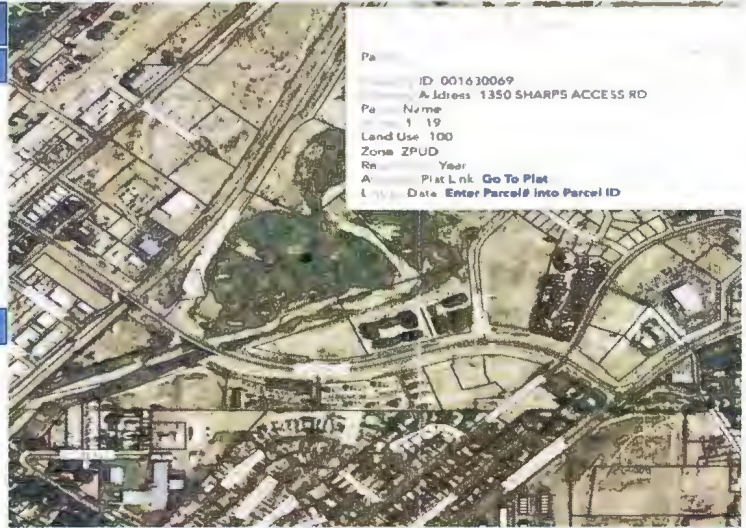
Name Flood Zone Parcel
Address 1350 Sharps Access Rd
City, State, Zip Code Elko, Nevada, 89801
County Elko
MSA Elko
APN 001-630-069

SALE INFORMATION

Transaction Date 10/17/2018
Transaction Price \$44,694
Analysis Price \$44,694
Recording Number 747162
Rights Transferred Fee Simple
Marketing Time N/A Months

PHYSICAL INFORMATION

Intended Use Raw Land
Location Fair
Flood Zone Zone A
Frontage None
Site Size Acres SF
Net 17.19 748,796
Gross 17.19 748,796
Zoning ZPUD/ZGI
Shape Irregular
Topography Rolling/Sloping
Access Average
Exposure Fair
Corner No



FLOOD ZONE PARCEL

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$2,600	\$0.06
Net	\$2,600	\$0.06

CONFIRMATION

Name Public Records
Company Elko County
Source Public Records
Date / Phone Number 08/31/2020

REMARKS

The property is a larger 17.19 acre of raw land within the flood plain. The access is off of Sharps Access Road and the highest and best use is industrial sand / gravel operation open recreation land. Development of an industrial use would be impacted by significant development costs.

COMPARABLE 2

LOCATION INFORMATION

Name Water Street & 12th
Address SWQ of 12th & River
City, State, Zip Code Elko, Nevada, 89801
County Elko
MSA Elko
APN 001-630-0004

SALE INFORMATION

Transaction Date 11/5/2019
Transaction Price \$100,000
Analysis Price \$100,000
Recording Number 761525
Rights Transferred Fee Simple
Marketing Time N/A Months

PHYSICAL INFORMATION

Intended Use Raw Land
Location Fair
Flood Zone Zone A
Frontage None
Site Size Acres SF
Net 2.56 111,514
Gross 2.56 111,514
Zoning ZGI
Shape Irregular
Topography Rolling Sloping
Access Average
Exposure Fair
Corner No



Property ID: 00163
Property Address: 0 12TH
Name
Ac: 2.56
L: 500
Zone: ZGI
Reappraisal Year:
Plat Link: Go To Plat
to Data: Enter Parcel# into Parcel ID

WATER STREET & 12TH

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$166,240	\$3.82
Net	\$39,063	\$0.90

CONFIRMATION

Name Public Records
Company Elko County
Source Public Records
Date / Phone Number 08/31/2020

REMARKS

This sale is adjacent to the rail line and the access is from Sharps Access Road. The property is sloping to the Humboldt River but has been utilized as yard storage. There is a small building on-site; however, larger scale development would be difficult given the circuitous access. Access easements may be necessary to maintain legal access to this site.

COMPARABLE 3

LOCATION INFORMATION

Name Flood Zone Parcel
Address N. Side Opal Dr. east of 12th St.
City, State, Zip Code Elko, Nevada, 89801
County Elko
MSA Elko
APN 001-630-096

SALE INFORMATION

Transaction Date 10/18/2011
Transaction Price \$40,000
Analysis Price \$40,000
Recording Number N/A
Rights Transferred Fee Simple
Marketing Time N/A Months

PHYSICAL INFORMATION

Intended Use Raw Land
Location Fair
Flood Zone Zone A
Frontage Dirt
Site Size Acres SF
Net 38.53 1,678,193
Gross 38.53
Zoning ZPUD/ZGI
Shape Irregular
Topography Rolling Sloping
Access Average
Exposure Fair
Corner No



FLOOD ZONE PARCEL

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$175,532	\$4.03
Net	\$1,038	\$0.02

CONFIRMATION

Name Public Records
Company Elko County
Source Public Records
Date / Phone Number 08/31/2020

REMARKS

Property details were taken from Costar and Public Records. Parties to the transaction were not available for interview.

COMPARABLE 4

LOCATION INFORMATION

Name Residential Site
Address 1553 Indian View Heights
City, State, Zip Code Elko, Nevada, 89801
County Elko
MSA Elko
APN 001-530-026

SALE INFORMATION

Transaction Date 04/22/2019
Transaction Price \$75,000
Analysis Price \$75,000
Rights Transferred Fee Simple
Marketing Time N/A Months

PHYSICAL INFORMATION

Intended Use Graded Land
Location Average
Flood Zone Zone X
Frontage Average
Site Size Acres SF
Net 1.30 56,497
Gross 0.00
Zoning ZR
Shape Irregular
Topography Level
Access Average
Exposure Average
Corner No



RESIDENTIAL SITE

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$57,826	\$1.33
Net	\$57,826	\$1.33

CONFIRMATION

Name James Winer
Company Confidential
Source Broker
Date / Phone Number 08/20/2020

REMARKS

LAND SALES ADJUSTMENT TABLE					
COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	Front Street Floodway Parcel	Flood Zone Parcel	Water Street & 12th	Flood Zone Parcel	Residential Site
Address	290 Bullion Road	1350 Sharps Access Rd	SWQ of 12th & River	N. Side Opal Dr. east of 12th St.	1553 Indian View Heights
City	Elko	Elko	Elko	Elko	Elko
APN	001-710-049	001-630-069	001-630-0004	001-630-096	001-530-026
Acres	4.45	17.19	2.56	38.53	1.30
Location	Fair	Fair	Fair	Fair	Average
Exposure	Fair	Fair	Fair	Fair	Average
Access	None	Average	Average	Average	Average
Shape	Irregular	Irregular	Irregular	Irregular	Irregular
Site Utility Rating	Average	Average	Average	Average	Average
SALE INFORMATION					
Date		10/17/2018	11/5/2019	10/18/2011	4/22/2019
Status		Closed	Closed	Closed	Closed
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Analysis Price		\$44,694	\$100,000	\$40,000	\$75,000
Price/Acre		\$2,600	\$39,063	\$1,038	\$57,826
TRANSACTIONAL ADJUSTMENTS					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After the Sale		0%	-10%	0%	0%
Market Conditions (preceding COVID-19) ¹		0%	0%	10%	0%
COVID-19 Market Impact		0%	0%	0%	0%
Subtotal Transactional Adj Price		\$2,600	\$35,156	\$1,142	\$57,826
PROPERTY ADJUSTMENTS					
Location		0%	0%	0%	-10%
Size		20%	-10%	50%	-10%
Exposure		0%	0%	0%	-10%
Access		0%	-5%	-5%	-10%
Shape		0%	0%	0%	0%
Site Utility Rating		0%	-40%	0%	-40%
Subtotal Property Adjustment		20%	-55%	45%	-80%
TOTAL ADJUSTED PRICE		\$3,120	\$15,820	\$1,656	\$11,565
STATISTICS	UNADJUSTED	ADJUSTED			
LOW	\$1,038	\$1,656			
HIGH	\$57,826	\$15,820			
MEDIAN	\$20,831	\$7,343			
AVERAGE	\$25,132	\$8,040			

LAND SALES ANALYSIS

Introduction

The comparable land sales indicate an adjusted value range from \$1,656 to \$15,820/Acre, with a median of \$7,343/Acre and an average of \$8,040/Acre. The range of total net adjustment applied to the comparables was from -80% to 60%, with an average net adjustment across all comparables of -15%. The level of total adjustment applied to the comparables is considered minimal, an indication that the dataset is applicable to the subject and increases the credibility of the analysis. The adjustment process for each comparable land sale is discussed in the following paragraphs.

Discussion of Adjustments

Comparable 1 (\$3,120/Acre as adjusted) did not require any transaction adjustments. This comparable required a total upward adjustment of 20% for property characteristics. This site was purchased with access from Sharps Access Road but is impacted by the flood zone. The larger size requires upward adjustment. The total net adjustment applied to this comparable was upward by 20%. The minimal amount of net adjustments required for this comparable suggests it is similar to the subject, increasing its applicability for this analysis. Overall this comparable warrants primary consideration as a value indicator for the subject.

Comparable 2 (\$15,820/Acre as adjusted) required a total downward transaction adjustment of -10%. Sale 2 had a small storage building which would require demolishing and we adjusted this sale downward for demo costs. This comparable required a total downward adjustment of -55% for property characteristics. This site is within the flood plan and has circuitous access from Sharps Access Road. The rail line adjacent north prevents direct access to the site; however, the utility and developability is superior to the subject. The total net adjustment applied to this comparable was downward by -60%. The substantial level of net adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

Comparable 3 (\$1,656/Acre as adjusted) required a total upward transaction adjustment of 10%. This comparable required a total upward adjustment of 45% for property characteristics. This site is within the flood plan and has circuitous access from Sharps Access Road. This site has superior access to the subject. The total net adjustment applied to this comparable was upward by 60%. The minimal amount of net adjustments required for this comparable suggests it is similar to the subject, increasing its applicability for this analysis. Overall this comparable warrants secondary consideration as a value indicator for the subject.

Comparable 4 (\$11,565/Acre as adjusted) did not require any transaction adjustments. This comparable required a total downward adjustment of -80% for property characteristics. This site is a good residential site which is adjacent to a church with superior location, access, exposure, and utility. The total net adjustment applied to this comparable was downward by -80%. The substantial level of net adjustments required for this comparable reduces its reliability for valuation of the subject. Therefore, this comparable is given secondary consideration as a value indicator for the subject.

CALCULATION OF VALUE

The comparable land sales indicate an adjusted value range from \$1,656 to \$15,820/Acre, with a median of \$7,343/Acre and an average of \$8,040/Acre. Based on the results of the preceding analysis, Comparable 1 (\$3,120/Acre adjusted) is given primary consideration for the subject's opinion of land value.

The following table summarizes the analysis of the comparables, reports the reconciled price per acre value conclusion, and presents the concluded value of the subject site.

CALCULATION OF LAND VALUE								
COMP	ANALYSIS PRICE	ADJUSTMENT				NET ADJ %	GROSS ADJ %	OVERALL COMPARISON
		TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL			
1	\$2,600	0%	\$2,600	20%	\$3,120	20%	20%	PRIMARY
2	\$39,063	-10%	\$35,156	-55%	\$15,820	-60%	65%	SECONDARY
3	\$1,038	10%	\$1,142	45%	\$1,656	60%	65%	SECONDARY
4	\$57,826	0%	\$57,826	-80%	\$11,565	-80%	80%	SECONDARY
LOW	\$1,656					AVERAGE		\$8,040
HIGH	\$15,820					MEDIAN		\$7,343
COMPONENT		SUBJECT ACRES		\$/ACRE CONCLUSION		VALUE		
TOTAL PROPERTY		4.45	x	\$4,000	=	\$17,800		

¹Cumulative ²Additive

Rounded to nearest \$10,000

LAND VALUE CONCLUSION

The Sales Comparison Approach was utilized for valuation of the subject site, as it best reflects the decision-making of buyers and sellers of land in the local marketplace. The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

ANALYSIS OF VALUE CONCLUSIONS	
VALUATION INDICES	AS-IS MARKET VALUE
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	AUGUST 17, 2020
FINAL VALUE CONCLUSION	\$17,800
\$/Acre	\$4,000 / Acre
Exposure Time	9 to 12 Months
Marketing Period	9 to 12 Months

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Evan Ranes, MAI, ASA, R/W-AC has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Richard Koldewyn has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- Evan Ranes, MAI, ASA, R/W-AC did not inspect the property that is the subject of this report. Richard Koldewyn inspected the property that is the subject of this report.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

CERTIFICATION

CONTINUED

LAS200140

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report Evan Ranes, MAI, ASA, R/W-AC completed the continuing education program for Designated Members of the Appraisal Institute.

As of the date of this report Richard Koldewyn has completed the Standards and Ethics Education Requirement for (Candidates or Practicing Affiliates) of the Appraisal Institute.



September 1, 2020

Date

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Certified General Real Estate Appraiser
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September 1, 2020

Date

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This appraisal is subject to the following assumptions and limiting conditions:

- The appraisers may or may not have been provided with a survey of the subject property. If further verification is required, a survey by a registered surveyor is advised.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of Colliers International Valuation & Advisory Services, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Colliers International Valuation & Advisory Services and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property

damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. Colliers International Valuation & Advisory Services, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- An on-site inspection of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- A detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- This analysis assumes that the financial information provided for this appraisal, including rent rolls and historical income and expense statements; accurately reflect the current and historical operations of the subject property.

Professional Service Agreement

Valuation Glossary

Qualifications of Appraisers

Qualifications of Colliers International Valuation & Advisory Services

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

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July 2, 2020

Evan Ranes, MAI, ASA, R/W-CA
Managing Director | Las Vegas
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evan.ranes@colliers.com

Raece Keener
Mayor
City of Elko
1751 College Avenue
Elko, NV 89801
775-777-7160 O | 775-777-7219 F
sarchuleta@elkocitynv.gov

RE: Appraisal of 3 parcels of land

Dear Mr. Keener:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT

("Agreement")

Project	Three Land Parcels in Elko, NV ("Property")
Location	Land #1 APN 001-710-049 Land #2 APN 001-374-008 Land #3 APN 001-710-049
Project Description	Land #1 APN 001-710-049 - zoned General Industrial. Vacant Land, Partially in Floodway, all in Flood Zone AE. Land #2 APN 001-374-008 - Zoned General Industrial, now vacant land as home was demolished. Land #3 APN 001-710-049 - Size to be the 35' by the 50' wide portion of the property closest to intersection of 12 th and Silver Street. Zoning General Industrial. There is a home on the 35' wide portion of the property that the City of Elko would be tearing down.
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and City of Elko (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for City of Elko. Intended users include the Client. No other users are intended. It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce three separate Appraisal Reports in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Date of Value	Date of inspection
Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results. Based on our discussions with the Client, the Client has requested the following valuation scenarios: As Is. CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none">› Land Value <p>An exterior only observation of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	Delivered three (3) weeks from the date of authorization
Professional Fee	\$5,500
Expenses	Fees include all associated expenses
No. of Reports	<p>One (1) Electronic Final Appraisal.</p> <p>No printed copies will be delivered to the client</p>
Retainer	We will proceed with the assignment upon execution of the contract but will require payment prior to release of the report.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the appraisal.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- › Survey with Legal Description & Site Size
- › Title Report
- › Wetland Delineation Map
- › Engineering studies, soil tests or environmental assessments
- › Current County Property Tax Bill
- › Details on any Sale, Contract, or listing of the property in the past 3 years
- › Copy of recent Appraisals or Market Studies

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language – Non-Lender Client

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Reece Keener, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

PROFESSIONAL SERVICE AGREEMENT

CONTINUED



Date:

7/7/20

Reece Keener
Mayor
City of Elko

Respectfully,

Colliers International Valuation & Advisory Services, LLC



Evan Ranes, MAI, ASA, RW-CA
Managing Director | Las Vegas
Direct +1 702.241.4313
evan.ranes@colliers.com

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.

Valuation Glossary

Valuation & Advisory Services



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Unless specified otherwise, these definitions were extracted from the following sources or publications:

The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015 (*Dictionary*).

Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition (USPAP).

The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, Chicago, Illinois, 2013 (*14th Edition*).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (*Dictionary*)

Ad Valorem Tax

A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. (*14th Edition*)

Aggregate of Retail Values (ARV)

The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called *sum of the retail values*. (*Dictionary*)

Arm's-length Transaction

A transaction between unrelated parties who are each acting in his or her own best interest. (*Dictionary*)

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (*Dictionary*)

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. (*14th Edition*)

Average Daily Room Rate (ADR)

In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. (*Dictionary*)

Band of Investment

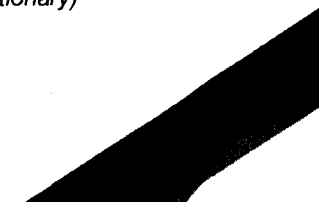
A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (*Dictionary*)

Cash-Equivalent Price

The price of a property with nonmarket financing expressed as the price that would have been paid in an all-cash sale. (*Dictionary*)

Common Area

The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. (*Dictionary*)



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Contract Rent

The actual rental income specified in a lease. *(14th Edition)*

Cost Approach

A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. *(14th Edition)*

Curable Functional Obsolescence

An element of depreciation; a curable defect caused by a flaw in the structure, materials, or design, which can be practically and economically corrected. *(Dictionary)*

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. *(Dictionary)*

Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. *(Dictionary)*

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. *(Dictionary)*

Direct Costs

Expenditures for the labor and materials used in the construction of improvements; also called *hard costs*. *(Dictionary)*

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. *(Dictionary)*

Discount Rate

A rate of return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for *yield rate*. *(Dictionary)*

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.

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8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (*Dictionary*)

Easement

The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. (*14th Edition*)

Economic Life

The period over which improvements to real property contribute to property value. (*Dictionary*)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (*Dictionary*)

Effective Date

The date on which the appraisal or review opinion applies (SVP) (*Dictionary*)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (*Dictionary*)

Effective Gross Income Multiplier (EGIM)

The ratio between the sale price (or value) of a property and its effective gross income. (*Dictionary*)

Effective Rent

The rental rate net of financial concessions such as periods of free rent during the lease term and above or below-market tenant improvements (TIs). (*14th Edition*)

Eminent Domain

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. (*Dictionary*)

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's profit*) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. (*Dictionary*)

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Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. (*Dictionary*)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (*Dictionary*)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. (*14th Edition*)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (*Dictionary*)

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (*USPAP*)

External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be temporary or permanent. (*Dictionary*)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. (*USPAP*)

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Fair Market Value

In nontechnical usage, a term that is equivalent to the contemporary usage of *market value*.

As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. (*Dictionary*)

Feasibility Analysis

A study of the cost-benefit relationship of an economic endeavor. (*USPAP*)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. (*Dictionary*)

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. (*Dictionary*)

Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards. (*Dictionary*)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (*Dictionary*)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (*Dictionary*)

Going-concern

An established and operating business having an indefinite future life. (*Dictionary*)

Going-concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern or market value of the total assets of the business*. (*Dictionary*)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. (*Dictionary*)

Gross Leasable Area (GLA) - Commercial

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (*Dictionary*)

Gross Living Area (GLA) - Residential

Total area of finished, above-grade residential area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) (*Dictionary*)

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Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for that asset when formulating the price that it would be willing to bid (IVS). (*Dictionary*)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (*USPAP*)

Income Capitalization Approach

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. (*14th Edition*)

Incurable Functional Obsolescence

An element of depreciation; a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. (*Dictionary*)

Indirect Costs

Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called *soft costs*. (*Dictionary*)

Insurable Replacement Cost

The cost estimate, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). (*Dictionary*)

Interim Use

The temporary use to which a site or improved property is put until a different use becomes maximally productive. (*Dictionary*)

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Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. *(Dictionary)*

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. *(Dictionary)*

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. *(Dictionary)*

Legally Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; also known as a *grandfathered use*. *(Dictionary)*

Market Area

The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas. *(Dictionary)*

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specific lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). *(Dictionary)*

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Market Study

An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. (*Dictionary*)

Market Value (Most Common Non-FRT)

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. (*Dictionary*)

Market Value (Interagency Guidelines)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales

Market Value (Inter. Guidelines con't)

concessions granted by anyone associated with the sale. (*Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472*)

Marketability Analysis

The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property. (*Dictionary*)

Neighborhood Analysis

The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. (*Dictionary*)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). (*14th Edition*)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (*Dictionary*)

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Off-site Costs

Costs incurred in the development of a project, excluding on-site costs such as grading and construction of the building and other improvements; also called *common costs* or *off-site improvement costs*. (*Dictionary*)

On-site Costs

Costs incurred for the actual construction of buildings and improvements on a particular site. (*Dictionary*)

Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. (*14th Edition*)

Overall Capitalization Rate (OAR)

The relationship between a single year's net operating income expectancy and the total property price or value. (*Dictionary*)

Parking Ratio

The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances. (*Dictionary*)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (*Dictionary*)

Potential Gross Income Multiplier (PGIM)

The ratio between the sale price (or value) of a property and its annual potential gross income. (*Dictionary*)

Present Value (PV)

The value of a future payment or series of future payments discounted to the current date or to time period zero. (*Dictionary*)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. (*Dictionary*)

Qualitative Adjustment

An indication that one property is superior, inferior, or the same as another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. (*Dictionary*)

Quantitative Adjustment

A numerical (dollar or percentage) adjustment to the indicated value of the comparable property to account for the effect of a difference between two properties on value. (*Dictionary*)

Rentable Area

The amount of space on which the rent is based; calculated according to local practice. (*Dictionary*)

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Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (*Dictionary*)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. (*Dictionary*)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (*Dictionary*)

Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. (*Dictionary*)

Scope of Work

The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

The extent to which the property is identified;

The extent to which tangible property is inspected;

The type and extent of data researched; and

The type and extent of analysis applied to arrive at opinions or conclusions. (*USPAP*)

Shopping Center Types

Neighborhood Shopping Center: The smallest type of shopping center, generally with a gross leasable area of between 30,000 and 100,000 square feet. Typical anchors include supermarkets. Neighborhood shopping centers offer convenience goods and personal services and usually depend on a market population support of 3,000 to 40,000 people.

Community Shopping Center: A shopping center of 100,000 to 400,000 square feet that usually contains one junior department store, a variety store, discount or department store. A community shopping center generally has between 20 and 70 retail tenants and a market population support of 40,000 to 150,000 people.

Regional Shopping Center: A shopping center of 300,000 to 900,000 square feet that is built around one or two full-line department stores of approximately 200,000 square feet each plus small tenant spaces. This type of center is typically supported by a minimum population of 150,000 people.

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Shopping Center Types (cont.)

Super-Regional Center: A large center of 600,000 to 2.0 million square feet anchored by three or more full-line department stores. This type of center is typically supported by a population area of 300,000 people. (14th Edition)

Superadequacy

An excess in the capacity or quality of a structure or structural component; determined by market standards. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary)

Triple Net Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN*, *triple net lease*, or *fully net lease*. (Dictionary)

Usable Area

The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. (Dictionary)

Useful Life

The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed. (Dictionary)

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and non-payment of rent; also called *vacancy and credit loss* or *vacancy and contingency loss*. (Dictionary)

Yield Capitalization

A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. (Dictionary)



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Evan Ranes is the Managing Director of the Las Vegas Office for Colliers International Valuation & Advisory Services. He began his appraisal career in 1992 in Las Vegas and has performed valuations and consulting services on a wide variety of property types and property rights.

Mr. Ranes has valuation expertise in a variety of assignments including mortgage lending, condemnation (right-of-way), easements, conservation easements, land leases, agricultural land (row crops, hay, and permanent), minority, and fractional ownership interest, and going concerns.

Multifamily valuation experience includes apartment, age restricted, rent restricted, student housing, SRO, LIHTC, for HUD, FNMA/FHLMC, and REIT clients.

Healthcare experience includes medical office building (hospital), ambulatory surgery center, independent living, assisted living, memory care, skilled nursing facility, and fair market value rent studies for Stark & Anti-Kickback Laws.

Retail experience includes c-store/gas tavern, net lease, quick service restaurant, casual dining, single-tenant, gentlemen's club, brothel, multi-tenant, big box, neighborhood center, regional mall including ASC 805 separation of value.

Hospitality experience includes motel, hotel, hotel/casino, golf course, and waterpark.

Office experience includes office, condo, single and multi-tenant, mid-rise, and high-rise.

Industrial experience includes warehouse, flex, R&D, and business parks.

Litigation experience includes tax appeal, condemnation, right-of-way, landlord/tenant disputes, divorce, estate valuation, and bankruptcy.

Mr. Ranes has testified as an Expert Witness in the following jurisdictions: Clark County District Court, San Diego County District Court, Utah District Court, Nevada District Court, Los Angeles Superior Court, Orange County Superior Court, Mohave County Superior Court, U.S. Bankruptcy Court, and Arbitration Los Angeles – JAMS.

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Colliers International Valuation & Advisory Services 2018 to present

First Vice President | Las Vegas
Newmark Knight Frank Valuation & Advisory Services 2017 to 2018

Managing Director | Western U.S.
Healthcare Practice Leader
Newmark Knight Frank Valuation & Advisory Services 2014 to 2017

Managing Director | Las Vegas
Newmark Knight Frank Valuation & Advisory Services 2012 to 2014

Senior Appraiser
Grubb & Ellis/Landauer 2011 to 2012

Associate Appraiser
Lubawy & Associates 1995 to 2011

Appraiser Intern
George A. Smith & Associates 1992 to 1995

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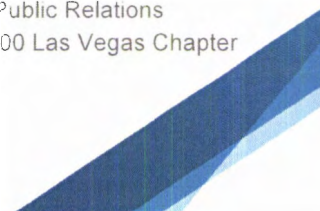
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Appraisal Institute – Public Relations
Chairman 1999 to 2000 Las Vegas Chapter



APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE REAL ESTATE DIVISION NOT TRANSFERABLE

This is to Certify That : EVAN A RANES

Certificate Number: A.0001497-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: March 5, 2020

Expire Date: March 31, 2022

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: COLLIERS INTERNATIONAL
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REAL ESTATE DIVISION

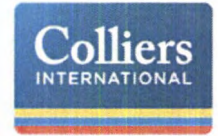
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Rich Koldewyn is a Senior Valuation Specialist in the Las Vegas office of Colliers International Valuation & Advisory Services, providing valuation and consulting services for the acquisition, disposition and financing of investment grade real estate.

EXPERIENCE

Mr. Koldewyn has proven competence and expertise in property valuation, appraisal review and consulting services since 1990. He began his appraisal career at Bank of America in the early 1990s in appraisal production, review and intern training. In 1993 he joined US Bancorp as a commercial appraisal production and review appraiser, which led to a management position for Nevada and Utah RETECHs division. He then formed a private practice appraisal firm RKA Consulting from 1997 thru 2003 and also worked with RCS Appraisal as an independent contractor. From 2011 to 2017, he has been a regional review appraiser for Zions Bancorp.

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Leasing Essentials (CCIM)

ASEMRA Requirements of UASFLA (Yellow Book)



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REAL ESTATE DIVISION

Change A change in the name of the business or the location of an office must be made to the Division within **ten days** after any change has been made. Attach this certificate, pocket card and original intern registrations, if any, to a completed change form (536) and location of records form (555).

Renewal As a courtesy, the Real Estate Division will send a renewal notice to your business address approximately 45 days prior to your renewal date. Renewal information is online at red.nv.gov.



Nevada Department of Business and Industry
Real Estate Division

CERTIFIED GENERAL APPRAISER
RICHARD A KOLDEWYN

Certificate Number
A.0000614-CG

Expiration Date
April 30, 2022

Certificate Location
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Void Unless
Signed in Ink

APPRAISER CERTIFICATE

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REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : RICHARD A KOLDEWYN

Certificate Number: A.0000614-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: April 16, 2020

Expire Date: April 30, 2022

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

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Investment Analysis
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Health Care
Subdivisions
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GSA Properties
Special Use Properties
Telecommunications

Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. A solid valuation report can be a strategic asset for investors, lenders and owners, provided that it addresses both a property's unique characteristics and the most current market conditions.

Commitment to high-end client service, coupled with Colliers International's unparalleled market intelligence and resources, differentiates us as the firm of choice in the real estate industry.

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Our professionals share a commitment to deliver the highest level of service and consistent results. We go the extra mile for our clients, whether this means meeting a tight deadline or working with a complex and challenging property.

TECHNOLOGY

Our unmatched report creation technology speeds appraisals through the pipeline. This secure, centralized production system generates a wide range of reports and high volume portfolio orders without delays.

INFORMATION

Today's business climate places valuation in a more pivotal position than ever before. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive concise and timely appraisals. With clear, prompt reporting and a comprehensive, big picture approach, Colliers International's Valuation and Advisory reports give our clients the information they need to make better business decisions.

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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to authorize Staff to solicit bids for the construction of the 5th Street Park Parking Lot, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This item has been approved in the Fiscal Year 2020/2021 budget. Use of this land within 5 years of acquiring it from the federal government was a condition of the transfer of ownership. Completing this project within this construction season will satisfy the condition. BT**
6. Budget Information:

Appropriation Required: \$235,000 (estimated)
Budget amount available: \$300,000
Fund name: Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Construction Drawings and Bid Documents**
9. Recommended Motion: **Authorize Staff to solicit bids for the construction of the 5th Street Park Parking Lot.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **none**
12. Council Action:
13. Council Agenda Distribution: **none**



CITY OF ELKO

5th Street Park Parking Lot - 2021

January 5, 2021

Prepared for:

**City of Elko
1751 College Avenue
Elko, NV 89801**

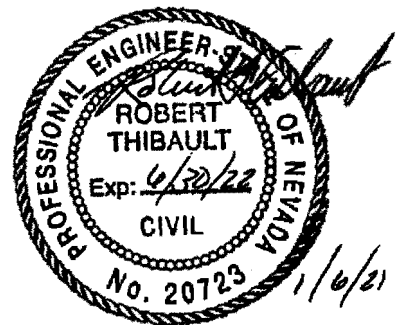
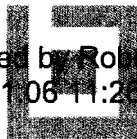
CONSISTS OF:

**BIDDING REQUIREMENTS
PROPOSAL FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS**

Prepared by:

**Bob Thibault, P.E., P.L.S.
Civil Engineer for the City of Elko**

Digitally signed by Robert Thibault
Date: 2021.01.06 11:26:21-08'00'



Bid Set No. _____



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1.0 INVITATION TO BID

Sealed bid proposals will be accepted until **3:00 P.M., Local Time, Friday, February 12, 2021**, at the office of the Elko City Clerk; 1751 College Avenue; Elko, Nevada 89801, for the following:

5th Street Park Parking Lot

Bid proposals received by the City Clerk after the above-stated time will not be accepted. **Bidders mailing their bids assume the risk of late delivery.**

Bidding documents, plans, specifications and contract documents can be obtained free of charge electronically from the City of Elko's website at the following web address: https://www.elkocity.com/government/bidding_opportunities/index.php. All bidders shall be registered with the Elko City Clerk's Office on the official plan holder's list for this project prior to submitting bids for this project. All bidders shall attend the mandatory Pre-Bid Conference for the Project at the time and location stated below to be eligible to submit a construction bid.

Bid proposals must be submitted on the prescribed forms and accompanied by security in the amount, form and subject to the conditions listed in the Instructions to Bidders. Bid proposals will be opened at City Hall immediately after the above deadline, with the bid amounts submitted being read aloud by City Staff to the interested parties present, if any. All interested parties are invited to be in attendance at the bid opening. Contractors will be required to have a current Elko City business license prior to time of contract execution; moreover, a current Nevada State contractor's license of the proper classification to perform the project work is required at the time of the Project bid opening.

All bids must be submitted in a sealed envelope that is legibly marked "**5th Street Park Parking Lot**". City staff shall thoroughly review all bid proposals for conformance with the contract documents prior to making a written recommendation for award to the Elko City Council.

The award will be made to the lowest responsive and responsible bidder to the extent and in the manner required by law, unless all bids are rejected. The lowest responsive and responsible bidder shall be determined on the basis of price, conformance to plans and/or specifications, the bidder's qualifications, conformance to applicable sections of NRS Chapter 338, and the best interest of the public.

The optional Pre-Bid Conference will be held at Elko City Hall (1751 College Avenue, Elko, Nevada), on Wednesday, January 27, 2021 at 2:00 .P.M., Local Time.

The City Council may formally award the contract to the successful bidder at its regularly scheduled meeting at City Hall on **Tuesday February 23, 2021, after 4:00 .P.M, Local Time**. The City Council may, in its sole discretion, reject all bids.



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LABOR COMMISSIONER: The Nevada Labor Commissioner's identifying project number is EL-2021-124 for this project. NRS 338.013(1) requires the Labor Commissioner's identifying number to be included in any bid or other document submitted in response to the advertisement or other type of solicitation.

The City of Elko reserves the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the bidding documents.

Dated this 5th day of January 2021.

City of Elko
Elko City Council

BY: Bob Thibault
Elko – Civil Engineer

Publish: Elko Daily Free Press –



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2.0 INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows: Construction of a parking lot with associated lighting, landscaping, and irrigation.

- 1) The City of Elko (City) will receive sealed bids from Bidders until **3:00 P.M; Local Time, on Friday, February 12, 2021**. Bids received after this time will not be opened or accepted and will be returned unopened.
- 2) **The site visit and optional Pre-Bid Conference will be held at the Elko City Hall (1751 College Avenue, Elko, Nevada), on Wednesday, January 27, at 2:00 P.M. Local Time.** The City or an authorized representative will transmit to all prospective Bidders of record such Addenda as the City or its authorized representative in his discretion considers necessary in response to questions arising at the Pre-bid Conference. Oral statements by City representatives may not be relied upon and will not be binding upon the City. Minutes of the Pre-bid Conference issued by the City or authorized representative, if any, and Addenda issued as a result of the Pre-bid Conference, if any, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.
- 3) The apparent Low Bid will be based solely on the total amount of all bid items and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items, including all additive and deductive alternates. Additive and deductive alternates will be awarded at the sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates selected. If any Alternates are selected, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful Bidder will be chosen on the basis of the sum of the Base Bid and the Alternates selected, together with the other relevant factors pursuant to NRS Chapter 338.
- 4) Bidders must submit bids on the Bid Form supplied by the City, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered, subject to the right of the City to waive minor technical defects that do not give the Bidder an advantage over other Bidders, at its sole discretion.
- 5) The Nevada Labor Commissioner's identifying number for this project is **EL-2021-124**. NRS 338.013(1) requires that the project identifying number must be included in any



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bid or other document submitted in response to the advertisement or other type of solicitation.

- 6) All Bidders must submit a Bid Bond in the form of a cashier's check, a certified check, or a corporate surety bond of not less than ten percent (10.0 %) of the amount of the bid, including additive and/or deductive alternates, payable to "The City of Elko," with their Bids. The Bid Bond will be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the Contract in accordance with its Bid and the Contract Documents, and/or fail to furnish any other required bonds or certificates of insurance. The Bid Bond is a penalty, as opposed to liquidated damages, and the Bidder will be liable for all damages in excess of the Bid Bond. The Bid Bond will be returned upon signing of the Contract. The Bidder must use the form of Bid Bond required by the City. A Bid submitted without a Bid Bond that complies with all applicable City requirements will be deemed nonresponsive and not considered.
- 7) NRS 338.141 provides:
 - 1) Except as otherwise provided in subsection (2) next below, each bid submitted must include:
 - (a) If the City provides a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide such labor or portion of the work on the public work which is estimated to exceed 3 percent of the estimated cost of the public work; or
 - (b) If the City does not provide a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:
 - (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor



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or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.

(3) For each first tier subcontractor whose name is listed pursuant to subparagraph (7)(1)(b)(1) or (7)(1)(b)(2) above, the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

Forms for the Subcontractors List are provided for Bidder's use, to include a 5% List and a 1% List.

- (2) The lists required by subsection 1 must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.
- (3) A prime contractor shall include its name on a list required by paragraph (a) of subsection 1 if it will perform any of the work required to be listed pursuant to paragraph (a) of subsection 1.
- (4) Except as otherwise provided in this subsection, if a contractor:
 - (a) Fails to submit a required Subcontractors List within the required time; or
 - (b) Submits a Subcontractors List that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376, the contractor's bid shall be deemed not responsive. A contractor's bid shall not be deemed not responsive on the grounds that the contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in subsection 1 of NRS 338.13895.
- (5) A contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid, unless:



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- (a) The City or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change.
- (b) The substitution is approved by the City or its authorized representative. The substitution must be approved if the City or its authorized representative determines that:
 - (1) The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the contractor which was offered to the named subcontractor with the same general terms that all other subcontractors on the project were offered;
 - (2) The named subcontractor files for bankruptcy or becomes insolvent;
 - (3) The named subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance bond and payment bond pursuant to NRS 339.025; or
 - (4) The named subcontractor is not properly licensed to provide that labor or portion of the work.
- (c) The City or its authorized representative, in awarding the contract pursuant to NRS 338.1375 to 338.139, inclusive:
 - (1) Applies such criteria set forth in NRS 338.1377 as are appropriate for subcontractors and determines that the subcontractor does not meet that criteria; and
 - (2) Requests in writing a substitution of the subcontractor.
- (6) If a contractor indicates pursuant to subsection 1 that it will perform a portion of work on the public work and thereafter requests to substitute a subcontractor to perform such work, the contractor shall provide to the City a written explanation in the form required by the City which contains the reasons that:
 - (a) A subcontractor was not originally contemplated to be used on that portion of the public work; and
 - (b) The substitution is in the best interest of the City.



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- (7) As used in this section, "general terms" means the terms and conditions of a contract that set the basic requirements for a public work and apply without regard to the particular trade or specialty of a subcontractor, but does not include any provision that controls or relates to the specific portion of the public work that will be completed by a subcontractor, including, without limitation, the materials to be used by the subcontractor or other details of the work to be performed by the subcontractor.
- 8) **All Bids must include a printout from the Nevada State Contractor's Board internet website (<http://www.nscb.nv.gov>), dated no more than 90 calendar days prior to the date for receipt of Bids, showing that the Bidder has a Nevada Contractor's license in good standing, and that the license is of the type and the monetary limit is sufficiently high to permit the Bidder to perform the work as a general contractor. (Must Accompany Bid)**
- 9) **A Bid by a corporation, limited liability company, or limited partnership, must include either: (A) for a foreign entity, a Certificate issued by the Nevada Secretary of State within 90 calendar days prior to the date for receipt of Bids, certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) for both foreign and domestic entities, a printout from a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office, together with any other information about the entity contained on the web page. (Must Accompany Bid)**
- 10) Bidders must supply all information required by the Bid documents, and specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.
- 11) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
- 12) Bidders may not modify the Bid Form or qualify their Bids.
- 13) Submission of a Bid signifies careful examination of the Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to the City that the Bidder has fully completed the following:
- a) The Bidder has visited and investigated the site where the Work will be performed prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation,



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disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the City, as well as from information presented by the Contract Documents, or any other information made available to the Bidder prior to receipt of bids. Any failure by the Bidder to become acquainted with the available information shall not relieve the Bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.

- b) The Bidder shall be entitled to rely upon all information furnished to the Bidder in writing by the City with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Bidder shall not be entitled to infer from City-supplied information any fact or condition which would not be inferred by a bidder having knowledge and experience with similar work and, if the City-supplied information is inadequate or insufficient in any respect, the Bidder shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.
 - c) The Bidder specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work.
 - d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents; and
 - e) Bidder has given City or authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents; provided, the City reserves the sole and exclusive right, in its discretion, to revise the Contract Documents to the extent permitted by law.
- 14) Bidders may examine any available "as-built" drawings of previous work by giving City or authorized representative upon reasonable request, so long as the disclosure of the as-built drawings does not violate the intellectual property rights of a third party. The City will not be responsible for accuracy of "as-built" drawings.



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- 15) All questions about the meaning or intent of the Contract Documents are to be directed to the City or its authorized representative. Interpretations or clarifications considered necessary by the City or its authorized representative in response to such questions will be issued by Addendum mailed or delivered to all persons who were previously supplied the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by a formal written Addendum will be binding upon the City. Questions answered in a written format other than an Addendum, or verbal or other unwritten interpretations or clarifications will not be binding upon the City.
- 16) Addenda may also be issued to modify the Bidding Documents at the discretion of the City.
- 17) Addenda must be acknowledged by the Bidder in the Bid Form by number. Addenda are Contract Documents. A complete list of Addenda may be obtained from the City or its authorized representative.
- 18) For contracts of \$100,000.00 or more, subject to certain limited exceptions, NRS 338.020 requires the contractor and all subcontractors to pay at least the prevailing wage set by the Nevada Labor Commissioner in effect at the time of contract award, even if the prevailing wage rates are changed between the time of preparation of the specifications and the time of contract award. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Nevada Labor Commissioner and in effect at the time of the printing of the specifications, are included in the specifications. All Bidders are responsible for confirming whether any applicable prevailing wage rates are changed between the time of preparation of the specifications and the time of contract award. Current "Prevailing Wage Rates for Elko County" are included in the attachment at the end of the Contract Technical Specifications for the Project.
- 19) Pursuant to NRS 338.140(1)(b), the City is prohibited from drafting or causing to be drafted specifications for bids, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, calling for a designated material, product, thing or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. In the event equals are identified in the specifications, bids must be based on products and systems specified, or listed by name, in the Contract Documents or listed by name in Addenda. In the event the term "or equal" is used in the specifications, the following procedure must be followed for the approval of an equal:
 - a) Any Bidder may request the City or its authorized representative to approve an equal prior to Bid opening, and each Bidder is encouraged to do so as



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soon as possible if its Bid will include an equal. However, no Bidder is required to make such a request.

- b) If an equal item is approved prior to Bid opening, it must be listed on an Addenda to all prospective Bidders.
- c) Requests for approval of an equal must contain sufficient information to permit the City or its representative to assess its suitability and impact on the Project. Insufficient information regarding the suitability of the equal shall be grounds for disapproval.
- d) Nevada law permits the Contractor to submit data substantiating a request for approval of an equal up to seven (7) business days after the award.
- e) If the request for approval of an "equal" is not given, the Bidder's Bid must be deemed nonresponsive (and the award rescinded if it has been made).
- f) Substitutions may be requested after the Contract has been signed, but only in accordance with requirements specified in the General Conditions and Specifications, and Nevada law.

20) Bids will be received at the City Clerk's Office at **1751 College Avenue, Elko, Nevada**. Bids will be opened in a conference room at the City offices.

- a. Envelopes or boxes containing Bids must be sealed, and marked with name and address of the Bidder, and addressed to:

**City of Elko
1751 College Avenue
Elko, Nevada 89801**

- b. Mark envelopes or boxes:
BID FOR: 5th Street Park Parking Lot
PROJECT FOR: City of Elko, Elko, Nevada

21) By 5:00 p.m. of the **twentieth** business day following acceptance of Bids by the City Council, the bidder must deliver to the City proof that Bidder has taken out for the entire period covered by the proposed contract all insurance policies that would be required to perform the Contract. Proof of insurance may, without limitation, include a declaration page(s) and any other documents reasonably necessary to prove that all required insurance coverages are in effect at the time bids are submitted.,

Failure to properly and timely submit proof of insurance entitles the City Council to reject the bid as non-responsive, not issue a Notice to Proceed, and award the Contract to another Bidder.



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- a. Any bid protest must be submitted in writing to **the City Attorney, David M. Stanton, at the law offices of Goicoechea, Di Grazia, Coyle & Stanton, Ltd., 530 Idaho Street, Elko, Nevada 89801** within five (5) business days after the date the recommendation to award a contract is issued by the City Council or its authorized representative. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- b. The City, to include the City Attorney, may investigate the protest.
- c. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the City, to the City who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.
- d. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the City on the protest.
- e. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.
- f. Neither the City, nor any authorized representative of the City, is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.



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- g. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.
 - h. Bidders are advised to consult Nevada Revised Statutes 338.142 for requirements applicable to protests of awards of public works contracts.
-
- 22) Prior to award, the City Council reserves the right to reject any or all bids to the extent permitted by law including, without limitation, the right to reject any or all responsive bids or bids submitted by bidders determined to be not responsible. Bidders are advised that any bid may be rejected if the public interest would be served by such a rejection.
 - 23) The City Council also reserves the right to waive technical defects to the extent such defects are minor and the waiver does not provide any bidder with a competitive advantage over any other bidder.
 - 24) Unbalanced bids and conditional bids are nonresponsive. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items. A "conditional bid" is one in which one or more specified prices may change after a bid is submitted.
 - 25) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
 - 26) In evaluating bids to determine the best bid (where required), the City Council will consider the qualifications of bidders; whether the bids are responsive (to include whether the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as are requested in the Bid Form or prior to the Notice of Award); whether the bidder is responsible; whether the quality of the services, materials, equipment or labor offered conforms to the approved plans or specifications; and whether the public interest would be served by such a rejection. The City may conduct such investigations as the City Council deems necessary to assist in this evaluation.
 - 27) As a requisite to bidding on the work, bidders and their subcontractors must be properly licensed at the time of bid opening to perform all work bid under Chapter



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624 of the Nevada Revised Statutes and Chapter 624 of the Nevada Administrative Code.

- 28) Unless all bids are rejected and except as otherwise provided under Nevada law, the contract will be awarded to the lowest responsive, responsible bidder.
- 29) For public works contracts of \$250,000 or more, NRS 338.147 requires the City to award the contract to the contractor who submits the best bid. Bidders are directed to NRS 338.147 for the criteria used to determine the best bid, which includes criteria for determining the lowest bid.
- 30) Bids may not be withdrawn (1) within sixty (60) calendar days following the date of bid opening or (2) after the contract has been awarded.
- 31) Bidders are advised that Senate Bill 207 (2019), known as the "Apprenticeship Utilization Act, provides as follows:
 - a) A contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.
 - b) A contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.
 - c) On or after January 1, 2021, the Labor Commissioner, in collaboration with the State Apprenticeship Council, may adopt regulations to increase the percentage of total hours of labor required to be performed by an apprentice pursuant to subsection 1 or 2 of Senate Bill 207 by not more than 2 percentage points.
 - d) A contractor or subcontractor engaged on a public work is not required to use an apprentice in a craft or type of work performed in a jurisdiction recognized by the State Apprenticeship Council as not having apprentices in that craft or type of work.
 - e) The City may, upon the request of a contractor or subcontractor, submit a request to the Labor Commissioner to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2 for good cause. The City must submit such a request, before an advertisement for bids has been placed, the opening of bids or the award of a



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- contract for a public work or after the public body has commenced work on the public work. Such a request must include any supporting documentation, including, without limitation, proof of denial of or failure to approve a request for apprentices pursuant to subparagraph (3) of paragraph (d) of subsection 10 of Senate Bill 207.
- f) The Labor Commissioner shall issue a determination of whether to grant a modification or waiver requested by the City within 15 days after the receipt of such request. The Labor Commissioner may grant such a request if he or she makes a finding that there is good cause to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2 of Senate Bill 207.
 - g) The City, a contractor or a subcontractor may request a hearing on the determination of the Labor Commissioner within 10 days after receipt of the determination of the Labor Commissioner. The hearing must be conducted in accordance with regulations adopted by the Labor Commissioner. If the Labor Commissioner does not receive a request for a hearing pursuant to subsection 8 of Senate Bill 207, the determination of the Labor Commissioner is a final decision for the purposes of judicial review pursuant to chapter 233B of NRS.
 - h) A contractor or subcontractor engaged on a public work shall enter into an apprenticeship agreement for all apprentices required to be used in the construction of a public work. If the Labor Commissioner granted a modification or waiver pursuant to subsection 7 of Senate Bill 207 because the Labor Commissioner finds that a request for apprentices was denied or the request was not approved within 5 business days as described in subparagraph (3) of paragraph (d) of subsection 10 of Senate Bill 207 and apprentices are later provided, then the contractor or subcontractor shall enter into an apprenticeship agreement for all apprentices later provided.
 - i) As used in Senate Bill 207:
 - (1) "Apprentice" means a person enrolled in an apprenticeship program recognized by the State Apprenticeship Council.
 - (2) "Apprenticed craft or type of work" means a craft or type of work for which there is an existing apprenticeship program recognized by the State Apprenticeship Council.
 - (3) "Apprenticeship program" means an apprenticeship program recognized by the State Apprenticeship Council.
 - (4) "Good cause" means:



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(A) There are no apprentices available from an apprenticeship program within the jurisdiction where the public work is to be completed as recognized by the State Apprenticeship Council;

(B) The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; or

(C) The contractor or subcontractor has requested apprentices from an apprenticeship program and the request has been denied or the request has not been approved within 5 business days.

The term "good cause" does not include the refusal of a contractor or subcontractor to enter into an apprenticeship agreement pursuant to subsection 9 of Senate Bill 207.

(5) "Journeyman" has the meaning ascribed to it in NRS 624.260.

(6) "State Apprenticeship Council" means the State Apprenticeship Council created by NRS 610.030.

END OF DOCUMENT



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3.0 PUBLIC WORKS CONTRACT

(NEVADA REVISED STATUTES CHAPTER 338)

This Contract is made and entered into on this ___ day of _____, 20__ (hereinafter the "Effective Date") between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "Owner") and:

which party is a

(name and describe individual and/or type of business entity, including state of formation or incorporation, where applicable) hereinafter "Contractor."

RECITALS

WHEREAS, Owner intends to award a contract for the performance of a public works project known as the **5th Street Park Parking Lot** (hereinafter the "Project");

WHEREAS, the Project is generally described as follows: Construction of a parking lot with associated lighting, landscaping, irrigation, and sidewalks.

WHEREAS, Contractor was selected to perform the Project in accordance with Chapter 338 of the Nevada Revised Statutes and to complete the work in accordance with the Contract Documents (defined below) (hereinafter the "Work");

NOW, THEREFORE, for and in consideration of the above recitals and for good and valuable consideration as further described herein, the parties agree as follows:

ARTICLE ONE - DESCRIPTION OF WORK

Contractor shall perform all Work needed to complete the Project in accordance with this Contract and the documents attached hereto and incorporated herein as **Exhibits 1 through 19**, as follows:



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- Exhibit 1** Bid Form
- Exhibit 2** Bid Proposal Guarantee (including Bid Bond, if applicable)
- Exhibit 3** Bidder Experience Qualifications
- Exhibit 4** Designation of Subcontractors with 1% & 5% Subcontractor Lists
- Exhibit 5** Affidavit of Non-Collusion
- Exhibit 6** Certification of Bidder Regarding Penalties for Non-Compliance with Nevada Prevailing Wage Requirements
- Exhibit 7** Fringe Benefit Plan, Fund or Program Disbursement Information
- Exhibit 8** Drawings (including plans, maps, plats and blueprints)
- Exhibit 9** Performance Bond
- Exhibit 10** Payment Bond
- Exhibit 11** Notice of Award
- Exhibit 12** Notice to Proceed
- Exhibit 13** Standard Specifications and Details for Public Works Construction (Orange Book) *2016 Revised Edition* (see the following URL: <http://rtcwashoe.wpengine.com/wp-content/uploads/2018/01/2016-Version-Revision-No.-9.pdf>) (hard copy not attached to Contract)
- Exhibit 14** General Provisions (depending upon applicable requirements)
- Exhibit 15** Special or Supplemental Provisions
- Exhibit 16** Technical Specifications
- Exhibit 17** Prevailing Wage Rates - Elko County or Davis-Bacon Wage Rates
- Exhibit 18** Preferential Bidders Status Affidavit
- Exhibit 19** Certification Not to Engage in Boycott of Israel

This Contract and **Exhibits 1 through 19** are herein referred to collectively as the "Contract Documents." The Work shall include all items identified as Additive Alternates in the Notice of Award. Unless otherwise indicated in the Contract Documents, the Work shall not include design work, which Owner shall procure through a separate contract or contracts with design professionals, nor shall the Work include work performed by Owner or items identified as Deductive Alternates in the Notice of Award.

In the event of an inconsistency between the terms of this Contract and any of the Contract Documents attached hereto as **Exhibits 1 through 19**, the terms of this Contract shall prevail.



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ARTICLE TWO CONTRACT PRICE

Owner agrees to pay Contractor for the Work the total price of:

\$ _____

(hereinafter the "Contract Price"), which includes all labor, materials, and (where applicable) architectural and engineering plans necessary for the erection and completion of the Work as described in the Plans and Specifications and in accordance with the Contract Documents. Payment of the Contract Price is subject to approved additions or approved deductions in accordance with the provisions of this Contract.

ARTICLE THREE - STARTING AND COMPLETION DATES

Construction under this Contract shall begin no later than the date indicated on the "Notice to Proceed" to be issued by Owner after execution of this Contract. Subject to written extensions of time or delays authorized by Owner or stoppage of Work as permitted in this Contract, the Work shall be substantially completed no later than **90 calendar days** after the Commencement Date indicated on the Notice to Proceed document which will be issued by the Owner on or after the Effective Date (hereinafter the "Contract Time"). In the event the Work has not been completed in accordance with the terms of this Contract, including written extensions of time and stoppages of Work as permitted by this Contract, or in the event the Contractor abandons the Work, the Owner may contract with a third party for completion of the Work, in which event the Contractor shall pay to Owner the additional cost for the portion of the Work completed by the third party. The foregoing is in addition to any other remedies provided under this Contract.

ARTICLE FOUR - CONTRACT DOCUMENTS

The Contract Documents on which the Contract between Owner and Contractor is based and which contain the Plans and Specifications in accordance with which the Work is to be done are as follows:



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A. This Contract, with any supplementary contracts and conditions attached hereto which are signed by both parties;

B. **Exhibits 1 through 19**, which have been incorporated by reference herein; and

C. Written Work Change Orders properly issued.

The Contract Documents together form the contract for the Work herein described. The parties intend that the Contract Documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all items and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this Project.

ARTICLE FIVE - DUTIES AND AUTHORITY OF THE OWNER

The duties and authority of the Owner are as follows:

A. General Administration of Contract. General administration of the contract to ensure compliance with design plans.

B. Access to Work Site for Inspections. Owner, or Owner's agents, shall be given free access to the Work at all time during its preparation and progress.

C. Payment and Acceptance of Work.

(1) Application for Progress Payment. As a prerequisite to Contractor's entitlement to a progress payment, Contractor shall first submit to Owner for review an Application for Progress Payment filled out and signed by Contractor covering the Work completed to that date, and accompanied by such supporting documentation as is required by the Contract documents. If payment is requested on the basis of materials and equipment not yet incorporated into the Work, but delivered and suitably stored at the site or at another location designated by Contractor, the Application for Progress



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Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens (to include lien waivers, if appropriate), charges, security interests and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interests therein, all of which will be satisfactory to Owner.

(2) Progress Payments. Except as otherwise provided herein, Owner shall pay to Contractor the amount indicated on each Application for Progress Payment within thirty (30) calendar days of the date it is submitted to the Owner. All Progress Payments are subject to the requirements of NRS 338.515 (Time for making payments; amounts paid; amounts withheld as retainage; rate of interest paid on amounts withheld; powers of Labor Commissioner when worker is owed wages), as amended.

(3) Payment Upon Final Completion. Payment of any outstanding balance shall be paid in accordance with NRS 338.520 upon occupancy, use or recording of notice of completion, less amounts previously paid for the Work or amounts which Owner is required to withhold by order of the Nevada Labor Commissioner pursuant to NRS 338.515. In the event any liens are filed on the Project, those sums shall be withheld from the final retention payment, until such liens are resolved and removed. Upon final acceptance of the completed Work, Owner may publish a Notice of Completion. Contractor acknowledges and agrees that "substantial completion" is not equivalent to final completion.

D. Work Performed by Owner. This Contract specifically allows Work to be performed by Owner. Contractor assumes no responsibility for work performed by Owner and Owner shall release and hold harmless Contractor for any deficiencies in such work, and shall indemnify and defend Contractor from and against any and all claims arising from or in any manner related to Work performed by Owner. Owner shall, upon Contractor's request, identify in writing all work performed by Owner which is included within the scope of the Work and the Contract Price shall thereafter be reduced by the amount Contractor would have otherwise charged for the work pursuant to the Contract.



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ARTICLE SIX - RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

A. **Responsibility for and Supervision of Construction.** Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability, and give the Work all attention necessary for such proper supervision and direction.

B. **Furnishing of Labor, Materials.** Contractor shall provide and pay, if necessary, for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of Work on the project in accordance with the Contract Documents.

C. **Compliance with Construction Laws and Regulations.** The Contractor and any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

D. **Responsibility for Negligence of Employees and Subcontractors.** Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on this project, for those of its subcontractors and their employees, and for those of all other persons doing Work under a contract with Contractor.

E. **Materials Warranty.** In addition to any other warranties set forth herein, Contractor represents and warrants to Owner that the materials used in the Work, and made a part of the structure on the Property or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that materials not so in conformity are defective.



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F. Clean-up. Contractor agrees to remove all such waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its Work at the site, to conduct general clean-up operations.

G. Indemnity and Hold Harmless Contract. Contractor agrees to indemnify and hold harmless Owner, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the Work herein, which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Contractor's intentional or negligent act or omission. Owner agrees to indemnify and hold harmless Contractor, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein (to include work performed by Owner), which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Owner's intentional or negligent act or omission.

H. Safety Precautions and Programs. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary for the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and other persons whom the Work might affect, all labor and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations and orders.

I. Subcontractors. Contractor acknowledges that it has provided Owner with a list or lists of all subcontractors which Contractor shall use for the Work to be performed herein in compliance with NRS 338.141(1)(b).

J. Payment of Materialmen. Contractor shall promptly pay all materialmen, subcontractors and other persons furnishing labor, material, goods or services to the Work, and shall indemnify and hold Owner harmless from any liens filed by such persons or entities including reasonable attorney fees and court costs incurred in connection herewith.



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K. Sales Taxes. Contractor shall be responsible for the payment of all sales, use, gross receipts or other taxes related to Contractor's Work under this Contract.

L. Worker's Compensation. Contractor shall, at its sole cost and expense, be responsible for providing or assuring that worker's compensation coverage is provided to or by, all persons or entities providing labor in connection with the Work as required under the laws of the State of Nevada.

M. Employee Benefits. Contractor shall be responsible at its sole cost and expense for payment of any or all employee benefits taxes, including but not limited to unemployment, social security, retirement, health, welfare or any other fringe benefit in connection with any Work performed by Contractor.

N. Fees, licenses and Permits. Except as otherwise provided in this Subsection N, Contractor shall be responsible for fees (to include inspection fees), licenses and permits required by a governmental entity, to include, without limitation, the City of Elko. Notwithstanding the foregoing, Owner shall pay for or waive the following fees and/or permits to the extent required for the performance of the Work:

1. Quality Control Testing and Inspection will be provided by the City.
2. Construction layout surveying will be provided by the City.
3. Building permit fees for electrical work will be paid by the City.

O. No Assignment of Payments. Contractor shall not assign the right to receive any payments due under this Contract except with the prior written consent of the Owner.

P. Capacity of Contractor. Contractor has the financial capacity to pay all debts incurred in the performance of the Work, and possesses or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the Work within the Contract Time, to include the retention of appropriate subcontractors.

Q. Financial Capacity of Subcontractors. Contractor will ensure that all subcontractors it retains will have the financial capacity to pay all debts incurred in the



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performance of the portion of the Work for which they are subcontracted, and will possess or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the portion of the Work for which they are subcontracted within the Contract Time.

R. Licensing. Contractor is authorized to do business in the State of Nevada, is licensed for the type of work to be performed herein and holds Nevada Contractor's License Number(s):

S. Site Inspection and Research. Contractor has visited the Property and has performed sufficient research necessary to familiarize itself with the Property and any special or local conditions, to include climate, topography and geographic location that have the potential to materially impact its ability to perform the Work within the Contract Time. Contractor has also reviewed all reasonably available reports (including geotechnical reports), test results, drilling logs and studies pertaining to subsurface conditions at the Property. Based upon the foregoing, Contractor has determined that it can perform the Work within the Contract Time.

ARTICLE SEVEN - INSURANCE

A. Contractor's Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of construction of the project such liability insurance as will protect it from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this Contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limit for bodily injury on such insurance shall not be less than Two Million Dollars (\$2,000,000.00). Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this contract.



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Unless previously provided, proof of such insurance shall be filed by Contractor with Owner within five (5) calendar days after execution of this contract.

B. Owner's Liability Insurance. Owner shall maintain premises liability in the amount of Two Million Dollars (\$2,000,000.00).

C. Property Damage Insurance. Contractor shall be solely responsible for any losses to his own equipment through fire, vandalism or other perils.

D. Fire and Perils Waiver. Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided herein.

ARTICLE EIGHT - CORRECTING WORK

When it appears to Contractor during the course of construction that any Work does not conform to the provision of the Contract Documents, Contractor shall make necessary corrections so that such Work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in Work supervised by Contractor or by a subcontractor.

ARTICLE NINE - CONTRACTOR'S WARRANTY

Contractor further represents and warrants that the Work will be performed in a good and workmanlike manner, in conformance with the Contract Documents and free from any and all defects. For a period of one (1) year after final acceptance by the Owner or within such longer period as may be prescribed by law, Contractor shall, at its own expense, promptly repair, replace, rebuild or restore any portion of the Work that is determined by the Owner to be defective or not in conformance with the Contract Documents.

ARTICLE TEN - MANUFACTURER'S WARRANTIES

To the extent available to Contractor, Contractor shall deliver to Owner guarantees or warranties provided by the manufacturers of specific products utilized in the performance of the Work and installed or constructed on the Property.



ARTICLE ELEVEN - CHANGES IN THE WORK

A. **Owner's Change Orders.** Without invalidating the Contract, Owner may at any time, from time-to-time, order additions, deletions, or revisions in the Work that do not result in a material change to the scope of Work. These will only be authorized by written Change Orders. Change Orders are to be negotiated solely with Contractor or its authorized representative and not with subcontractors or materialmen. Upon receipt of a written Change Order, Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in ARTICLE TWELVE or ARTICLE THIRTEEN.

B. **Owner's Field Orders.** Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. If Contractor believes that any minor changes or alterations by Owner entitle it to an increase in the Contract Price, Contractor may suspend Work until the Owner and Contractor agree upon the increased price.

C. **Unauthorized Additional Work.** Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

D. **Execution of Change Orders.** Owner will, upon approval, execute appropriate Change Orders prepared by Contractor covering changes in the Work to be performed and any other claim of Contractor for a change in the Contract Time or the Contract Price that is reasonable.

E. **Writing Required.** All Change Orders of whatever type or nature must be in writing and signed by an authorized representative of the Owner. Accordingly, wherever the context of this Contract indicates that Owner approval is required, such approval must be as described in this ARTICLE ELEVEN, E, herein.

F. **Suspension of Work.** Notwithstanding any other provision herein,



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Contractor may not suspend Work based on a written Change Order affecting price or adding time unless the change requested materially affects Contractor's ability to perform the remainder of the Work within the price or time frames of the original Contract.

G. No Material Changes to Scope. In no event shall a Change Order cause a material change to the scope of the Work.

ARTICLE TWELVE - CHANGE OF CONTRACT PRICE

A. Total Compensation. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

B. Necessity of Change Order. The Contract Price may only be changed by a Change Order approved by the Owner and the Contractor. Any claim for an increase in the Contract Price shall be in writing and delivered to Owner. All claims for adjustments in the Contract Price resulting from any such claim shall be incorporated in a written Change Order. Subject to the limitations in ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the Change Order changing the Contract Price.

C. Determination of Value of Change Order Work. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. In such case, Contractor will submit an itemized cost breakdown together with supporting data.

D. Amount of Credit to Owner. The amount of credit to be allowed by Contractor to Owner for any such change that results in a net decrease in costs, will be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. When both additions and credits are involved in any one change, the combined



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overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE THIRTEEN - CHANGE OF THE CONTRACT TIME

A. Necessity of Change Order. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing delivered to Owner by Contractor within five (5) calendar days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be agreed upon in writing by the Owner and Contractor. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Subject to the limitations of ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the change in Contract Time.

B. Delays Beyond Contractor's Control. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if Contractor makes a claim for such extension(s) as provided in Section A of this ARTICLE THIRTEEN. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, flood, labor disputes, epidemics, abnormal weather conditions, unanticipated site conditions or Acts of God, suspension of Work by Contractor resulting from Owner and Contractor failing to agree on Change Orders and work stoppage as set forth in Section C, below. Notwithstanding all provisions herein to the contrary, delays beyond sixty (60) calendar days, for any reason, permit the Owner to terminate this Contract on ten (10) calendar days' prior written notice. In such instance, Owner shall be liable to Contractor for all Work performed to the date of termination.

ARTICLE FOURTEEN - NOTICES

Any and all notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, by facsimile or by e-mail, read receipt, as follows:



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Contractor: Name: _____
Attention: _____
Address: _____
Facsimile: _____
E-Mail: _____

Owner: Name: **City of Elko**
Attention: **Kelly Wooldridge City Clerk**
Address: **1751 College Avenue,**
Elko, Nevada 89801
Facsimile: **775-777-7126**
E-Mail: **cityclerk@elkocitynv.gov**

Such addresses may be changed by the party entitled to receive notice any time upon this notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

ARTICLE FIFTEEN - EARLY TERMINATION FOR FAILURE TO REMEDY DEFAULT

A. Failure to Remedy Default; Early Termination. If Contractor defaults in performance of any material provision herein and Contractor fails to commence reasonable efforts to remedy such default after thirty (30) calendar days' written notice from the Owner specifying the default, Owner may then terminate this Contract before the completion date hereof without prejudice to any other remedy Owner may have.

B. Cost to Complete Project to be Reimbursed. If Owner terminates the Contract due to a breach in the terms of the Contract by Contractor, and is thereby required to retain a different contractor to complete the Project, any related increase in the total cost of the Project will be at Owner's sole discretion, will be withheld from any retention held by Owner, will be obtained from the proceeds of any applicable bond(s) posted by the Contractor and/or will be reimbursed by the Contractor to the Owner immediately upon demand.



ARTICLE SIXTEEN - LIQUIDATED DAMAGES

A. Liquidated Damages for Failure to Timely Achieve Substantial Completion.

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided in accordance with the Contract Documents.

B. Interest. Interest shall accrue on all unpaid liquidated damages at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date of the liquidated damages accrue, plus 2 percent. The rate shall be adjusted accordingly on each January 1 and July 1 thereafter until the liquidated damages are paid in full.

C. Owner's Right of Offset. In the event there are sums due to Contractor from Owner subsequent to the date upon which liquidated damages begin to accrue, Owner may thereafter offset and deduct from such sums the amount of any liquidated damages then accrued and Contractor shall not thereafter be entitled to recover the difference from Owner.

D. Remedy not Exclusive. Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. Contractor shall pay liquidated damages to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein. Liquidated damages only represent damages for



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administrative costs, overhead and loss of public use caused by Contractor's delay. The imposition or recovery of liquidated damages by Owner shall in no manner affect Owner's ability to recover any other damages caused by Contractor's default to include, without limitation, the cost of completion.

ARTICLE SEVENTEEN - ADDITIONAL PROVISIONS

A. Integration. This Contract and the exhibits hereto constitute the entire contract between the parties with respect to the Work and supersede all prior agreements, offers and negotiations (to include, without limitation, the Invitation to Bid and Instructions to Bidders, unless otherwise specifically stated herein) and may not be amended except by a contract in writing signed by the parties.

B. Binding on Assigns and Successors. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs and assigns and successors.

C. Choice of Law; Jurisdiction and Venue. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach of this contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Irrespective of any statutory provision to the contrary, jurisdiction and venue for any action shall be in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko. The parties understand that statutory provisions may permit venue in locations other than the County of Elko; however, the parties hereby voluntarily waive any such statutory provisions.

D. Captions and Headings. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of the Contract.

E. Attorney Fees and Costs to Prevailing Party. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.



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F. Ambiguities. Each party has reviewed this Contract with counsel; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract.

G. Unenforceability of Provisions. In the event that one or more of the provisions, or portions thereof, of the Contract is determined to be illegal and unenforceable, the remainder of the Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

H. Further Documents. Contractor and Owner agree to execute all documents necessary to complete the Contract described herein.

I. Waiver. Any waiver of one or more defaults or breach of any term of this Contract shall not be construed to constitute a waiver of future defaults or breaches of the terms of this Contract.

J. Signatures. The parties agree that this Contract may be executed by electronic or facsimile signatures, which shall have the same effect as original signatures of the parties. Also, this Contract may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the original. The signatories to this Contract are authorized to execute this instrument on behalf of the respective parties.

K. Mediation. The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Contract or the breach thereof, the Project, or the Work ("disputes") shall first be submitted to negotiation. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. If after thirty (30) calendar days from the date the dispute arose negotiations prove unsuccessful in whole or in part, any remaining disputes shall be submitted to a mediator and the mediation shall be performed expeditiously by a mediator located in Elko County, Nevada. In the event a



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mediator cannot be located in Elko County, Nevada, the parties agree to split the cost for a mediator to travel to Elko County, Nevada to mediate such claims.

Pending final resolution of any dispute, including mediation in accordance with this Section, Contractor shall proceed diligently with performance of the Work to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the progress of the Work generally and Owner shall continue to make payments to Contractor in accordance with this Agreement to the extent unrelated to the dispute. To the extent necessary in light of the circumstances, the Contract Time shall be extended by the period of time necessary to resolve any dispute. Such performance by Contractor and payment by Owner shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

If the mediation does not occur within ninety (90) calendar days of such dispute, or if the mediation is conducted and all disputes are not therein resolved, then either party may file an action in the Fourth Judicial District Court, Elko, County, Nevada. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the disputes hereby submitted for negotiation or mediation.

L. Approval by City Council and Execution by City Official (s). Notwithstanding any other provision herein contained, this Contract shall not be binding on the Owner until it has been approved by the City Council and executed by its authorized official(s).

***[Remainder of page intentionally left blank.
Signature Page Immediately Follows]***



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IN WITNESS WHEREOF, the parties have executed this Contract as of the day
and year first hereinabove written.

OWNER:

CITY OF ELKO

By: _____
MAYOR

CONTRACTOR (Company Name) :

By: _____

Title: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk



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4.0 EXHIBITS

EXHIBIT 1 - BID FORM

(To Accompany Bid)

THIS FORM, FULLY COMPLETED, MUST BE USED FOR ALL BIDS

TO THE CITY OF ELKO, NEVADA:

The undersigned bidder hereby offers, in the amount stated in Exhibit 1 – Bid Form, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, incidental items and permits (except as otherwise stated in the Contract Documents) for the construction of the Project, described as follows:

THE CITY OF ELKO 5th Street Park Parking Lot

The bidder agrees that the work will be performed in accordance with the Contract Documents together with incidental items necessary to complete the work to be constructed in accordance with the Contract, any and all Exhibits to the Contract, Exhibit 16 – Technical Specifications, Exhibit 8 – Project Construction Plans and also in accordance with the "Standard Specifications and Details for Public Works Construction", 2016 Revised Edition, and amendments (Orange Book) as adopted by the City of Elko, Nevada.

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
1. Mobilization and demobilization @ _____ _____ per Lump Sum.	1	LS	\$ _____	\$ _____
2. Rough grading cut and fill @ _____ _____ per Cubic Yard.	110	CY	\$ _____	\$ _____
3. Remove and dispose of Chain Link Fence @ _____ _____ per Lineal Foot.	25	LF	\$ _____	\$ _____
4. Construct 6" thick Aggregate Base section for paved area @ _____ _____ per Cubic Yard.	478	CY	\$ _____	\$ _____
5. Construct 3" thick PG 64-22 asphalt pavement @ _____ _____ per Square Yard.	2,869	SY	\$ _____	\$ _____



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6. Construct Type 1 Curb and Gutter with Aggregate Base, per City detail R-2.1 @ _____ _____ per Lineal Foot.	149	LF	\$ _____	\$ _____
7. Construct Barrier Curb with Aggregate Base, per City detail R-2.2 @ _____ _____ per Lineal Foot.	597	LF	\$ _____	\$ _____
8. Construct 5' wide Sidewalk with Aggregate Base, per City detail R-3.1 @ _____ _____ per Square Foot.	1220	SF	\$ _____	\$ _____
9. Construct 4" wide, white parking lot striping per plans @ _____ _____ per Lump Sum.	1	LS	\$ _____	\$ _____
10. Construct Signs and Striping for ADA parking stall and access aisles per plans, per City details T-2.1 and T-2.12 @ _____ _____ per Lump Sum.	1	LS	\$ _____	\$ _____
11. Construct LED Parking Lot Lighting per Electrical plans, with wire, wiring devices, conduit, pull boxes, pole bases, and other necessary items @ _____ _____ per Each.	4	EA	\$ _____	\$ _____
12. Install irrigation system per plans @ _____ _____ per Lump Sum.	1	LS	\$ _____	\$ _____
13. Install 2" to 4" diameter rock mulch, 4" deep @ _____ _____ per Square Yard.	852	SY	\$ _____	\$ _____
14. Install Sod @ _____ _____ per Square Foot.	9,798	SF	\$ _____	\$ _____

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 14) IN NUMBERS =
 \$ _____

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 14) IN WRITTEN FORM =

BASE BID INSTRUCTIONS: The Base Bid amount is to be stated in legible figures only and is the total amount bid for the entire contract work, including all applicable taxes. Any alteration, erasure or change must be clearly indicated and initialed by the bidder. The



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bidder agrees that the following, without limitation, may, in the City's discretion, constitute grounds for rejecting this bid as non-responsive: (1) one or more blanks are not filled in; (2) the bid form is not signed by an authorized representative of the bidder; (3) any words or figures are not legible; (4) there are discrepancies in the figures (to include arithmetical errors); (5) the bid is not submitted with a compliant bid bond; (6) the bidder supplies false information on this bid form; or (7) the bidder fails to provide information required by this bid form or Nevada law.

COMMUNICATIONS WITH CITY: All communications with the City regarding this Project until the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

CERTIFICATION OF FAMILIARITY WITH PROJECT AND CONTRACT REQUIREMENTS: The bidder certifies that it has inspected the location where the Project will be performed, has read and is thoroughly familiar with the Project and the Contract documents, and has received and thoroughly reviewed the following Addenda and/or other documents from the City in relation to this Project: _____

**BIDDER ACKNOWLEDGES RECEIPT OF THE ADDENDA
AND OTHER DOCUMENTS REFERENCED ABOVE!**

BID BOND: As a condition of the privilege to bid on this Project, the bidder shall submit with its bid a bid bond, executed by a surety company authorized to do business in the State of Nevada, in an amount equal to TEN PERCENT (10%) of the amount of the Base Bid plus all additive alternates. Should the bidder be awarded the contract and thereafter fail to enter into a written contract for the Project upon request by the City, the bidder shall thereupon forfeit and the City shall retain the full amount of the bid bond, which shall be a penalty and not damages.



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CONTRACTOR'S LICENSE: The bidder certifies that it holds a valid Nevada State Contractor's license, as follows:

LICENSE CLASSIFICATION: _____

LICENSE NUMBER: _____

CITY OF ELKO BUSINESS LICENSE: The bidder certifies that it holds a valid City of Elko Business License, as follows, or will obtain one prior to the time of Contract execution:

LICENSE TYPE: _____

LICENSE NUMBER: _____

RESOLUTION: If the bidder is a limited liability company or corporation, the bidder must include with its bid an appropriate resolution authorizing the signatory to this document to sign and submit this bid, and execute a contract for performance of the Project on behalf of the Limited Liability Company or Corporation.

EFFECT OF AWARD: An award constitutes conditional acceptance of a bid, subject to the City of Elko executing and delivering to the winning bidder a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids and perform the work itself, rebid the Project or not proceed with the Project.

WINNING BIDDER: The winning bidder will be determined accordance with Chapter 338 of the Nevada Revised Statutes. The City reserves the right, in its sole discretion, to waive minor technical defects or irregularities in bids provided the waiver does not give a competitive advantage to one bidder over another.

PROTEST RIGHTS: Under Nevada law, a person who bids on a public works contract may file a notice of protest regarding the awarding of the contract with the authorized representative designated by the public body within five (5) business days after the date the recommendation to award a contract is issued by the public body or its authorized representative. Bidders are advised to consult Nevada Revised Statutes 338.142 for requirements applicable to protests of awards of public works contracts.



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BIDDER INFORMATION AND SIGNATURE:

DATED this ____ day of _____, 20____.

NAME OF BIDDER: _____

TYPE OF ENTITY (e.g., partnership, corporation): _____

**COMPLETE ADDRESS AS SHOWN ON THE OFFICIAL WEBSITE OF THE
NEVADA STATE CONTRACTOR'S BOARD (THIS ADDRESS WILL BE USED
FOR ALL WRITTEN CORRESPONDENCE WITH THE BIDDER UNLESS
OTHERWISE AUTHORIZED BY THE CITY):**

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

OFFICIAL TITLE OR CAPACITY: _____

*****End of Exhibit 1 – Bid Proposal Form Document*****



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EXHIBIT 2 - BID PROPOSAL GUARANTEE
(To Accompany Bid Form)

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

_____, as PRINCIPAL,

and _____, as SURETY,

are hereby held and firmly bound unto the CITY OF ELKO, NEVADA, as OWNER in the penal sum of at least **ten (10%) percent** of the total amount of bid equal to:

(Written Form)

(Numbers) \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal is herewith submitting to the CITY OF ELKO, NEVADA, a certain Bid for the:

THE CITY OF ELKO
5th Street Park Parking Lot

NOW, THEREFORE,

(a) If the Principal shall not withdraw said Bid within thirty (30) calendar days after the opening of the same, or

(b) If said Bid shall be rejected, or in the alternate,

(c) If said Bid shall be accepted and the Principal shall within **twenty (20) calendar days** after receipt of Notice of Award, execute and deliver a contract in the form of Contract specified in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond with good and sufficient surety or sureties for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect and the Principal and Surety will pay unto the Owner the penal sum hereof; it being expressly understood and agreed that the liability of the Surety for any and



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all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does not hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, 20____;

PRINCIPAL: _____

SURETY: _____

BY: _____

(SEAL)



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EXHIBIT 3 - EXPERIENCE QUALIFICATIONS
(To Accompany Bid Form)

By signing this form, the Bidder verifies that he/she has been engaged in the contracting business under the present business name for the previous five (5) years.

The Bidder must have previous experience in work similar to the Project. In order to demonstrate this to the City, the Bidder must provide references and contract amounts for previous projects of similar type and complexity to the Project. These references and contract amounts must have been parties to the same contracts as Bidder with respect to projects of this type.

Similar Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #

In addition to the above references (unless the same), the Bidder must list references and contract amounts for recent projects that have been satisfactorily completed, together with the corresponding information requested in the following table:

Recent Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #



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By signing this form, the Bidder verifies that he/she has never failed to satisfactorily complete a contract to which he/she was a party, except as follows (attached additional sheets if required):

The following is a list of property, plant and equipment owned by the Bidder which is definitely available for use on the proposed work if needed:

Attach additional sheets if required.

SIGNED: _____

DATE: _____



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EXHIBIT 4 - DESIGNATION OF SUBCONTRACTORS

**FIVE PERCENT LIST
NRS 338.141(1)(b)
(To Accompany Bid)**

State law requires that the prime contractor on this project submit a "5% List" with his or her bid. The 5% List must include the name of the prime contractor and the name of each first tier subcontractor who will provide labor or a portion of the work for which the prime contractor and (if applicable) the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid.

A PRIME CONTRACTOR BIDDING ON A PUBLIC WORK MUST INCLUDE HIS OR HER NAME ON THE 5% LIST!

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 5% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 5% List must also contain a description of the labor or portion of the work which the prime contractor will perform and which each first tier subcontract will provide to the prime contractor. In order to help you complete the 5% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST OR THE BID WILL BE REJECTED!

IMPORTANT: IN ACCORDANCE WITH THE ORANGE BOOK, THE PRIME CONTRACTOR MUST PERFORM AT LEAST 50% OF THE WORK!

Name of Prime Contractor/First Tier Subcontractor(s)	Contractor's License Number	Description of Labor or Work	Percentage of Work Done

(Use additional sheets if necessary)



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**ONE PERCENT LIST
NRS 338.141(1)(b)(2)
(To Accompany Bid)**

State law requires that if a prime contractor's bid is one of the three lowest bids, within 2 hours after bid opening the prime contractor must submit a "1% List" if the prime contractor is employing a first tier subcontractor who will provide labor or a portion of the work who will not be paid an amount exceeding \$100,000.

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 1% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 1% List must contain the name and contractor's license number of each first tier subcontractor who will provide labor or a portion of the work for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.

A prime contractor must include his or her name on the 1% List, together with:

- (1) a description of the labor or portion of the work that the prime contractor will perform; or
- (2) a statement that the prime contractor will perform all work other than that being performed by a subcontractor listed on the 5% List or the 1% List.

The 1% List must contain a description of the labor or portion of the work which each first tier subcontract will provide to the prime contractor. In order to help you complete the 1% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST!

IMPORTANT: IN ACCORDANCE WITH THE ORANGE BOOK, THE PRIME CONTRACTOR MUST PERFORM AT LEAST 50% OF THE WORK!

Name of Prime Contractor/First Tier Subcontractor(s)	Contractor's License Number	Description of Labor or Work	Percentage of Work Done

(Use additional sheets if necessary)



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EXHIBIT 5 - AFFIDAVIT OF NON-COLLUSION

(To Accompany Bid)

STATE OF _____)
COUNTY OF _____)SS.

I, _____ (Name of party signing this
affidavit and the

Proposal Form) _____ (Title), being duly sworn to
depone and
say:

That _____ (Name of person, firm,
association, or corporation) has not, either directly or indirectly, entered into agreement,
participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with this contract.

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20__.

Signature: _____

Title: _____

(SEAL)



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EXHIBIT 6 - CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NON-COMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS

(To Accompany Bid)

The undersigned bidder, proposed contractor or subcontractor certifies and acknowledges that:

1. This contract is for a public work project as set forth in Nevada Revised Statutes Chapter 338.
2. Pursuant to NRS 338.060, a contractor engaged on public works shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - (a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
 - (b) Is not reported to the City of Elko as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

This project is estimated to be at or above the \$100,000 threshold and therefore requires that prevailing wages to be paid.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date



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**EXHIBIT 7 - FRINGE BENEFIT PLAN, FUND OR PROGRAM DISBURSEMENT
INFORMATION**

(To Accompany Bid)

CONTRACTOR: _____

CONTACT: _____ PHONE: _____

Classification _____

Paid per hour

Name, Address and Telephone Number
of Fund Manager

\$ _____ Vacation

\$ _____ Health and Welfare

\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other

Classification _____

Paid per hour

Name, Address and Telephone Number of Fund Manager

\$ _____ Vacation



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\$ _____ Health and Welfare

\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other



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EXHIBIT 8 - DRAWINGS
(PROJECT CONSTRUCTION DRAWINGS)



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EXHIBIT 9 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF ELKO, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars
(Written Form)

(Numbers) \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents for the faithful performance of a certain written Contract entered into between the Principal and the Owner, dated this _____ day of _____, 20____, a copy of which is incorporated herein by reference, and made a part hereof as if fully copied herein, for the construction of the **5th Street Park Parking Lot**.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects, well, truly and faithfully perform such contract and the Principals, duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if their Principal shall save, indemnify and keep harmless the Owner against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the Owner in consequence of the awarding of said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract



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or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

PRINCIPAL SECRETARY: _____

(SEAL)

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____



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ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)

WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



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EXHIBIT 10 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF ELKO, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is incorporated hereby by reference, and made a part hereof as if fully copied herein for the construction of the **5th Street Park Parking Lot**.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations supplying or furnishing labor or materials to the Principal, or to any of the Principals' subcontractors in the prosecution of the work provided for in said Contract, and any authorized extension or modification thereof, including but not limited to any amounts due for materials, supplies, lubricants, oil, gasoline, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by, to, or for Principal or subcontractor or subcontractors of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

The Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the owner may be compelled to pay as a result of non-payment for labor or material furnished for the work embraced by said Contract.



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The Principal and Surety hereby further agree that not only said Owner may sue on this bond, but that subject to the provisions hereinafter set out, any individual, firm, partnership, association or corporation, (hereinafter called claimant), who has performed labor or furnished materials to or for the Principal or its subcontractor or subcontractors in the prosecution of the work provided for in the Contract for which this bond is given, and who has not been paid in full before the expiration of ninety (90) calendar days after the date on which the claimant performs the last of such labor or furnished the last of such materials for which the claimant claims payment, may bring an action on this bond in the claimant's own name to recover any amount due the claimant for such labor or materials, and may prosecute such action to final judgment and have execution on the judgment.

Provided, however, that any claimant who has a direct contractual relationship with any subcontractor of the Principal, but no contractual relationship, express or implied, with such Principal, may bring an action on this bond only:

- A. If the claimant has within thirty (30) calendar days after furnishing the first of such materials or performing the first of such labor, served on the Principal a written notice which shall inform the Principal of the nature of the materials being furnished or to be furnished, or the labor performed or to be performed, and identifying the person contracting for such labor or materials and the site for the performance of such labor or furnishing such materials; and
- B. After giving written notice to such principal within ninety (90) calendar days from the date on which the claimant performed the last of the labor or furnished the list of such materials for which the claimant claims payment.

Each written notice shall state with substantial accuracy the amount claimed and the name of the person for whom the work was performed or the material supplied, and shall be served by being sent by registered mail, postage prepaid, in an envelope addressed to such Principal at any place in which the Principal maintains an office or conducts business, or at the Principal's residence.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



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IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

(SEAL)

PRINCIPAL SECRETARY: _____

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____

ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)



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WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



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EXHIBIT 11 - NOTICE OF AWARD

TO: _____ **DATE:** _____

PROJECT: 5th Street Park Parking Lot

YOU ARE HEREBY NOTIFIED that the City of Elko has accepted your bid for the above Project in the amount of \$_____, which amount includes the Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** calendar days of receipt this Notice of Award, you must complete, sign and deliver to the City of Elko: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the City of Elko will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the City of Elko to the full amount of the Bid Bond. The City of Elko will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the City of Elko executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):



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ALTERNATE NUMBER	DESCRIPTION	AMOUNT



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All communications with the City regarding this Project through the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

DATED this ____ day of _____, 20____.

CITY OF ELKO

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this ____ day of _____
20____.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



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EXHIBIT 12 - NOTICE TO PROCEED

To: _____

DATE: _____
PROJECT: **5th Street Park Parking Lot**

You are hereby notified to commence work in accordance with the Agreement dated the ____ day of _____, 20____, on or before the ____ day of _____, 20____, and you are to complete construction **Ninety (90) calendar days** from the written notification to proceed.

Contractor: _____

By: _____
Authorized Company Representative

DATE: _____

Title: _____

Owner: CITY OF ELKO, NEVADA

By: _____

DATE: _____

Title: _____

RETURN SIGNED COPY TO:

City of Elko
Clerk's Office
1751 College Avenue
Elko, Nevada 89801

along with aforementioned document(s) requested.



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***EXHIBIT 13- STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS
CONSTRUCTION (ORANGE BOOK), 2016 REVISED EDITION***

A hard copy of this document is not attached to the Contract. The complete document can be viewed at the following URL:

<http://rtcwashoe.wpengine.com/wp-content/uploads/2018/01/2016-Version-Revision-No.-9.pdf>



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EXHIBIT 14 - GENERAL PROVISIONS

PROJECT SPECIFICATIONS:

The "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2016 Revised Edition, (Orange Book) as amended by the City of Elko shall be the Project Specifications. All sections shall apply except as specifically deleted or modified by these Supplementary Conditions or the Technical Specifications. Wherever these specifications refer to the agency, this reference shall mean the CITY OF ELKO and wherever these specifications refer to the Engineer, this reference shall mean **the City or authorized representative**.

LAWS, RULES, REGULATIONS, HEALTH, SAFETY AND OSHA TRAINING REQUIREMENTS:

Laws, Rules and Regulations

All workmanship and materials shall comply with all applicable laws, codes, rules and regulations, and the Contractor shall comply with all safety regulations which are applicable to his work, and particular attention for applicability shall be given to the United States Department of Labor Occupational Safety and Health Administration (OSHA) Standards, and the regulations of the State of Nevada in which the job is located. The responsibility for complying with all such laws, codes, rules and regulations, and safety standards shall be the responsibility of the Contractor. If the City is fined for any Contractor violations, these costs will be fully reimbursed by the Contractor.

Safety

In accordance with all OSHA safety regulations (29 CFR Part 1910 - 1926 inclusive) and the City of Elko's Safety and Confined Space programs, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all personnel and property during the performance of the work: to include supplying their personnel with proper personnel protective equipment (PPE), first aid kit, fire extinguishers, confined space equipment and air monitors, underground metal utility detectors, tools, necessary equipment and materials. This requirement will apply continuously and not be limited to normal working hours on City of Elko property.

The City will require of all Contractors the 30-hour supervisor and 10-hour employee OSHA certification training in CFR 1926 Construction Safety and Health before the work begins. All Contractors shall be responsible for the required certified training on equipment, tools, confined space and safety training, PPE, etc. The Contractor will produce these training documents as requested by the City.

Health and Safety in Employment

All applicable provisions in NRS Chapter 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of any City of Elko project(s).



Apprenticeship Utilization Act (Senate Bill 207 (2019)).

The following statutory provisions pertaining to the use of apprentices apply to public works contracts:

1. A contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. A contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

3. On or after January 1, 2021, the Labor Commissioner, in collaboration with the State Apprenticeship Council, may adopt regulations to increase the percentage of total hours of labor required to be performed by an apprentice pursuant to subsection 1 or 2 of Senate Bill 207 by not more than 2 percentage points.

4. A contractor or subcontractor engaged on a public work is not required to use an apprentice in a craft or type of work performed in a jurisdiction recognized by the State Apprenticeship Council as not having apprentices in that craft or type of work.

5. The City may, upon the request of a contractor or subcontractor, submit a request to the Labor Commissioner to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2 for good cause. The City must submit such a request, before an advertisement for bids has been placed, the opening of bids or the award of a contract for a public work or after the public body has commenced work on the public work. Such a request must include any supporting documentation, including, without limitation, proof of denial of or failure to approve a request for apprentices pursuant to subparagraph (3) of paragraph (d) of subsection 10 of Senate Bill 207.

6. The Labor Commissioner shall issue a determination of whether to grant a modification or waiver requested by the City within 15 days after the receipt of such request. The Labor Commissioner may grant such a request if he or she makes a finding that there is good cause to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2 of Senate Bill 207.

7. The City, a contractor or a subcontractor may request a hearing on the determination of the Labor Commissioner within 10 days after receipt of the determination of the Labor Commissioner. The hearing must be conducted in accordance with



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regulations adopted by the Labor Commissioner. If the Labor Commissioner does not receive a request for a hearing pursuant to subsection 8 of Senate Bill 207, the determination of the Labor Commissioner is a final decision for the purposes of judicial review pursuant to chapter 233B of NRS.

8. A contractor or subcontractor engaged on a public work shall enter into an apprenticeship agreement for all apprentices required to be used in the construction of a public work. If the Labor Commissioner granted a modification or waiver pursuant to subsection 7 of Senate Bill 207 because the Labor Commissioner finds that a request for apprentices was denied or the request was not approved within 5 business days as described in subparagraph (3) of paragraph (d) of subsection 10 of Senate Bill 207 and apprentices are later provided, then the contractor or subcontractor shall enter into an apprenticeship agreement for all apprentices later provided.

9. As used in Senate Bill 207:

(a) "Apprentice" means a person enrolled in an apprenticeship program recognized by the State Apprenticeship Council.

(b) "Apprenticed craft or type of work" means a craft or type of work for which there is an existing apprenticeship program recognized by the State Apprenticeship Council.

(c) "Apprenticeship program" means an apprenticeship program recognized by the State Apprenticeship Council.

(d) "Good cause" means:

(1) There are no apprentices available from an apprenticeship program within the jurisdiction where the public work is to be completed as recognized by the State Apprenticeship Council;

(2) The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; or

(3) The contractor or subcontractor has requested apprentices from an apprenticeship program and the request has been denied or the request has not been approved within 5 business days.

The term "good cause" does not include the refusal of a contractor or subcontractor to enter into an apprenticeship agreement pursuant to subsection 9 of Senate Bill 207.

(e) "Journeyman" has the meaning ascribed to it in NRS 624.260.



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(f) "State Apprenticeship Council" means the State Apprenticeship Council created by NRS 610.030.



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EXHIBIT 15 - SPECIAL OR SUPPLEMENTAL PROVISIONS



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EXHIBIT 16 - TECHNICAL SPECIFICATIONS



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***EXHIBIT 17 - PREVAILING WAGE RATES – ELKO COUNTY OR DAVIS-BACON
(ATTACHED)***



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EXHIBIT 18 – PREFERENTIAL BIDDER STATUS AFFIDAVIT

(To Accompany Bid)

**PREFERENTIAL BIDDER STATUS AFFIDAVIT FOR BIDS SUBMITTED IN
ACCORDANCE WITH NRS 338.0117 VALUED IN EXCESS OF \$250,000.00,,
CONTRACTS INVOLVING CONSTRUCTION MANAGERS AT RISK, AND DESIGN-
BUILD CONTRACTS**

Although the City of Elko prefers this form is submitted with the bid response, this form may be submitted within two (2) hours of the bid opening.

Note: The Certificate of Eligibility for Preferential Bidder Status issued by the State Contractor's Board must be submitted with the bid response.

I, _____ (“Affiant”), on
behalf of _____ (“Contractor”), swear and
affirm that in order to be in compliance with NRS 338.0117, and be eligible to receive a preference in
bidding for Project No. _____, Project Name _____ (“Project”),
certify that for the duration of the project, collectively, and not on any specific day:

- a) At least 50 percent of the workers employed on the public work, including, without limitation, any employees of the contractor, applicant or design-build team and of any subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada;
- b) All vehicles used primarily for the public work will be:
 1. Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or,
 2. Registered in this State;
- c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the public work, including, without limitation, employees of the design-build team and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver's license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and,
- d) The contractor, applicant or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within this State his or her records concerning payroll relating to the public work.

If the Contractor fails to comply with any requirement of this Affidavit, a public body may recover, by civil action against the party responsible for a failure to comply with a requirement of this affidavit, a penalty as described below for a failure to comply with a requirement of this affidavit. If a public body recovers a penalty pursuant to this subsection, the public body shall report to the State Contractors' Board the date of the failure to comply, the name of each entity which failed to comply and the cost of the contract to which the entity that failed to comply was a party. The Board shall maintain this



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information for not less than 6 years. Upon request, the Board shall provide this information to any public body or its authorized representative.

If a contractor, applicant or design-build team submits this affidavit, receives a preference in bidding described in this affidavit and is awarded the contract as a result of that preference, the contract between the contractor, applicant or design-build team and the public body, each contract between the contractor, applicant or design-build team and a subcontractor and each contract between a subcontractor and a lower tier subcontractor must provide that:

- a) If a party to the contract causes the contractor, applicant or design-build team to fail to comply with a requirement of this affidavit, the party is liable to the public body for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party;
- b) The right to recover the amount determined pursuant to paragraph (a) by the public body pursuant to this affidavit may be enforced by the public body directly against the party that caused the failure to comply with a requirement of this affidavit; and,
- c) No other party to the contract is liable to the public body for a penalty.

By: _____ Title: _____
(Print name of Affiant)

Signature of Affiant: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of Affiant).

State of _____)
County of _____) ss. _____
Notary Signature
STAMP & SEAL

Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation, on organization letterhead, clearly indicating the person's authority to act on behalf of the business organization must be provided. The written documentation must be signed by the authorized person identified on the table.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 days before the Affidavit is signed.



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BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Sole Proprietor
Partnership	A Partner
Corporation	1. Director, if authorized 2. Executive Officer as indicated in the Article of Incorporation
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC



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EXHIBIT 19 - CERTIFICATION NOT TO ENGAGE IN BOYCOTT OF ISRAEL

(NRS 332.065)
(To accompany bid)

The undersigned contractor hereby certifies that he/she/it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

1. "Boycott of Israel" means, except as otherwise provided in subsection 2, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with:

(a) Israel; or

(b) A person or entity doing business in Israel or in territories controlled by Israel,

if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion.

2. The term "boycott of Israel" does not include an action that is described in subsection 1 if the action:

(a) Is based on a bona fide business or economic reason;

(b) Is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or

(c) Is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

CONTRACTOR:

By: _____

Title: _____

Date: _____

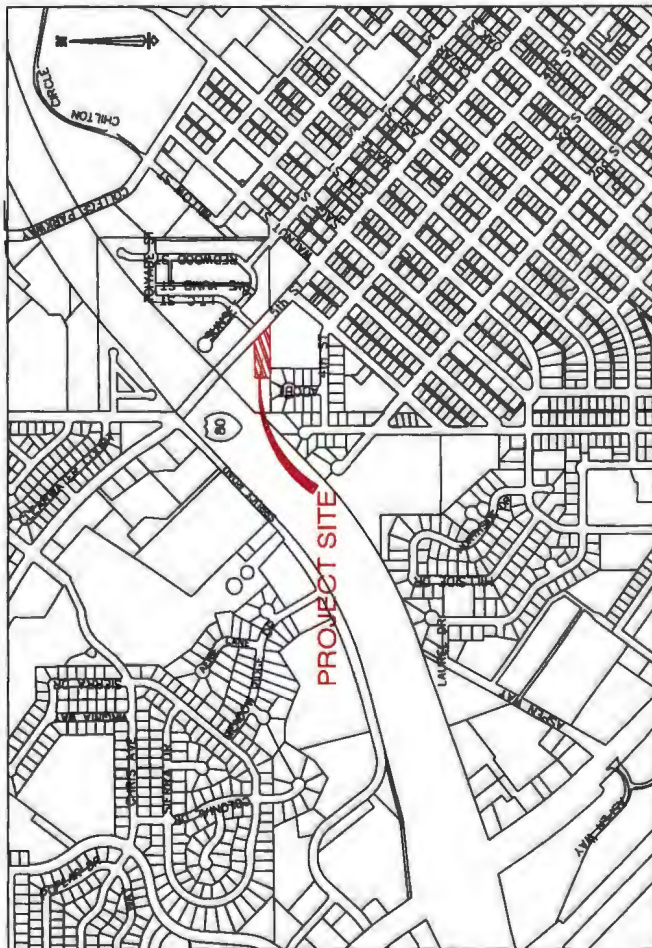
CITY OF ELKO

5TH STREET PARK - PARKING LOT

2 working days
before
DIGITAL
1-800-227-
AVOID CUT
UNDERGROUND

SHEET INDEX
TITLE SHEET
SITE PLAN
GRADING PLAN
DETAIL SHEET
LANDSCAPE PLAN
LANDSCAPE DETAILS
LIGHTING INSTALLATION
PHOTOMETRIC PLAN

Digitally signed by F
Date: 2021.01.07 1



VICINITY MAP

SPECIFICATIONS AND DETAILS

SPECIFICATIONS ARE PER THE LATEST EDITION OF THE "ORANGE BOOK", AS PUBLISHED BY WASHOE COUNTY PAVING, AND ARE AT THE STANDARD DETAILS ARE PER THE CITY OF ELKO STANDARD DETAILS, AVAILABLE AT:
[HTTP://WWW.ELKOCITY.COM/DEPARTMENT/ENGINEERING_DEPARTMENT/STANDARD_DETAILS/INDEX.PHP](http://www.elkocity.com/department/engineering_department/standard_details/index.php)

BASIS OF ELEVATION:

NORTH AMERICAN VERTICAL DATUM OF 1988, PER THE NATIONAL GEODETIC SURVEY'S (NGS) PUBLISHED ELEVATION FOR NGS STATION 1151417.5347, WHICH IS THE NORTHWEST CORNER OF THE ELKO MAIN POST OFFICE (BRICK WITH STONE CORNERS), 0.8 FOOT SOUTHWEST OF THE NORTH CORNER, AND 4 FEET ABOVE THE GROUND.

BEARING:

4 OF 1983/2007 PER THE NATIONAL GEODETIC SURVEY'S (NGS) PUBLISHED ELEVATION FOR NGS STATION 1151417.5347, WHICH IS THE NORTHWEST CORNER OF THE ELKO MAIN POST OFFICE (BRICK WITH STONE CORNERS), 0.8 FOOT SOUTHWEST OF THE NORTH CORNER, AND 4 FEET ABOVE THE GROUND.

DEVELOPER:

ELKO
BOB THIBAUT
LEGE AVE.
89801
777-7210
774-7219

RS



1751 COLLEGE AVE.
ELKO, NV 89801
PH.: (775) 777-7110



170 SILVER STREET
ELKO, NV 89801
PH.: (775) 777-2000

SCALE

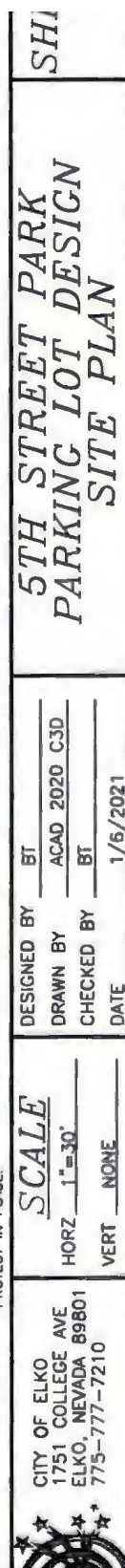
HORZ 1"=30'
VERT NONE

CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

DESIGNED BY BT
DRAWN BY ACAD 2017
CHECKED BY BT
DATE 1/5/2021

5TH STREET PARK PARKING LOT DESIGN SITE PLAN

U:\Parks\5th Street Park\Parking Lot 2019\5th Street Park Parking Lot Design-4.dwg

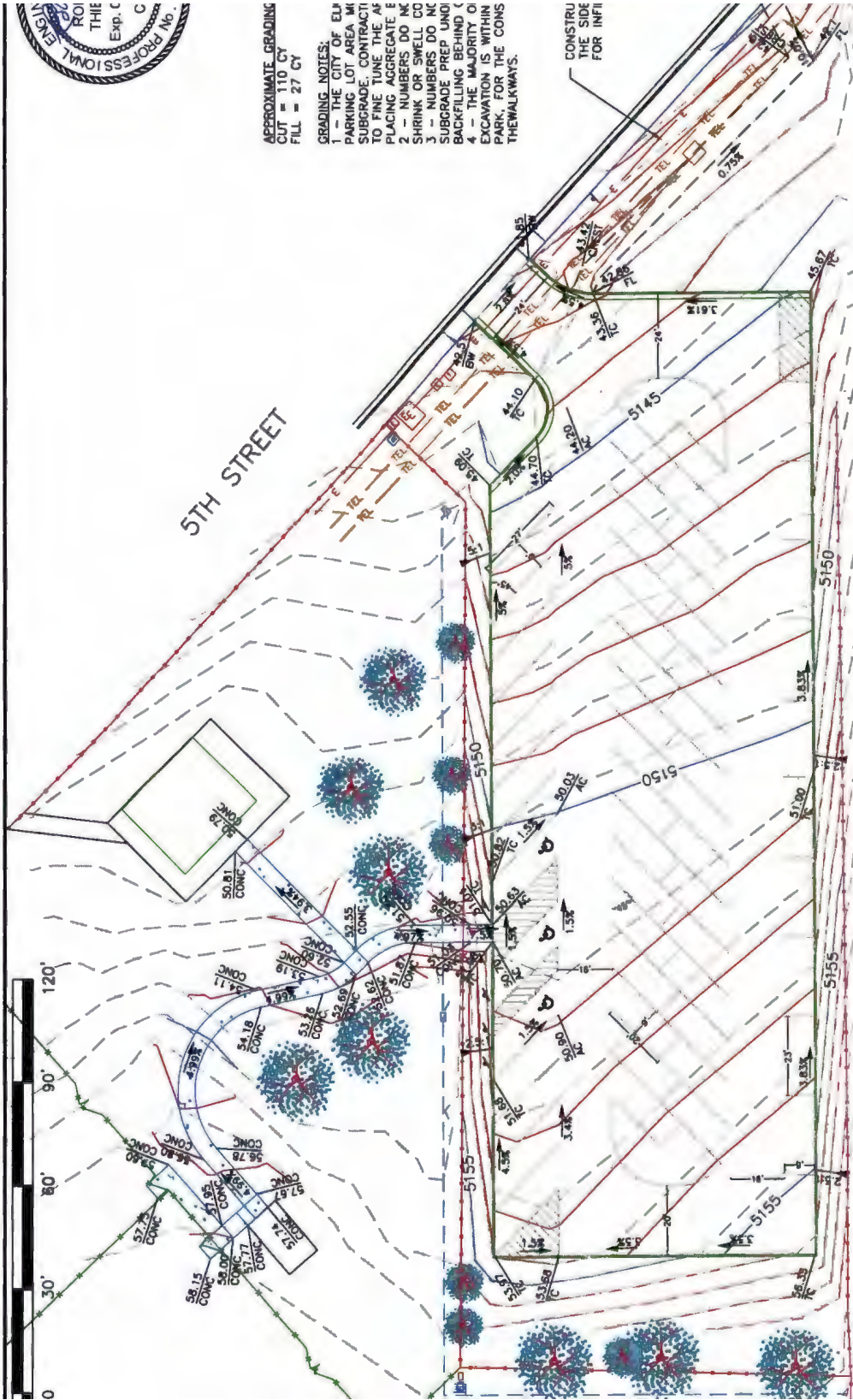




APPROXIMATE GRADING
CUT = 110 CY
FILL = 27 CY

GRADING NOTES:
1. THE CITY OF ELKO
PARKING LOT AREA CONTRACTOR
SUBGRADE, CONC. DRIVE
TO FIRE TOWER, THE
2. PLACING AGGREGATE
SHRINKING JOINTS
3. IN CURB SWELL TO
SUBGRADE, PREP. UNDER
4. BACKFILLING BEHIND
5. THE MAJORITY OF
EXCAVATION IS WITHIN
PARK FOR THE CONC.
THE WALKWAYS.

CONSTRUCT
THE SIDE
FOR INFIL

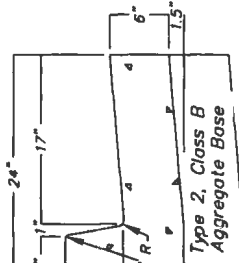


CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210	SCALE HORZ 1"=30' VERT NONE	DESIGNED BY BT DRAWN BY ACAD 2015 CHECKED BY BT DATE 1/7/2021	5TH STREET PARK PARKING LOT DESIGN GRADING	SHI

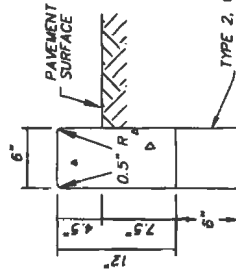
DETAILS

CITY OF ELKO STANDARD DETAILS AT OUR WEBSITE:
CITY.CIVIL/DEPARTMENTS/ENGINEERING/STANDARD_DETAILS/INDEX.PHP

-2.3 FOR TYPE 4R CATCH BASIN AND NOTES.
-2.2 FOR ADA PARKING AND ACCESS AISLE SIGNS.
RENCH EXCAVATION AND BACKFILL.
GENERAL NOTES:
IS APPLICABLE.



1 CURB & GUTTER



1 CURB & GUTTER

SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
F. BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

THE CURB AND GUTTER SHALL HAVE 1" EXPANSION JOINTS EVERY 90 FEET AND AT RETURNS. WEAKENED PLANE JOINTS SHALL BE EVERY 10 FEET. FOR BARRIER CURB CE WEAKENED PLANE JOINTS EVERY 5 FEET.

BITUMINOUS SURFACE SHALL BE 1" TO 1 1/2" ABOVE LIP OF GUTTER PAN.



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ELKO, NEVADA 89801
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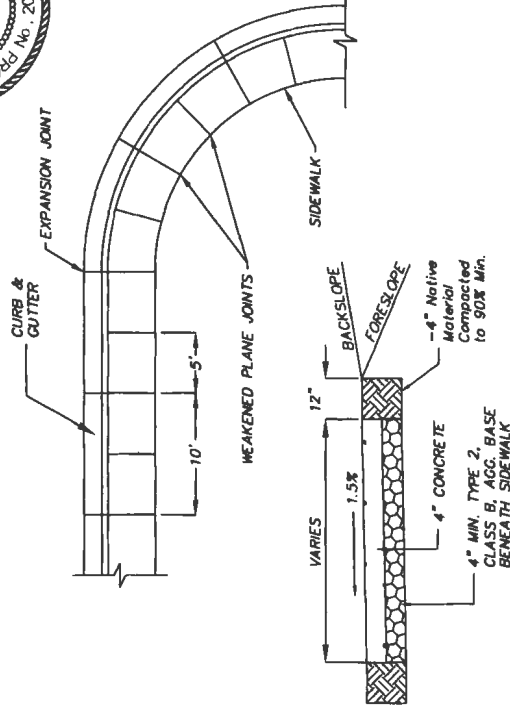
SCALE

HORZ 1"=30'
VERT NONE

DESIGNED BY BT
DRAWN BY ACAD 2015
CHECKED BY BT
DATE 1/5/2021

5TH STREET PARK PARKING LOT DESIGN DETAILS

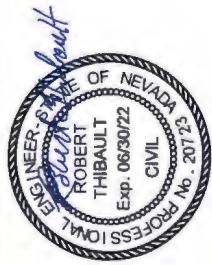
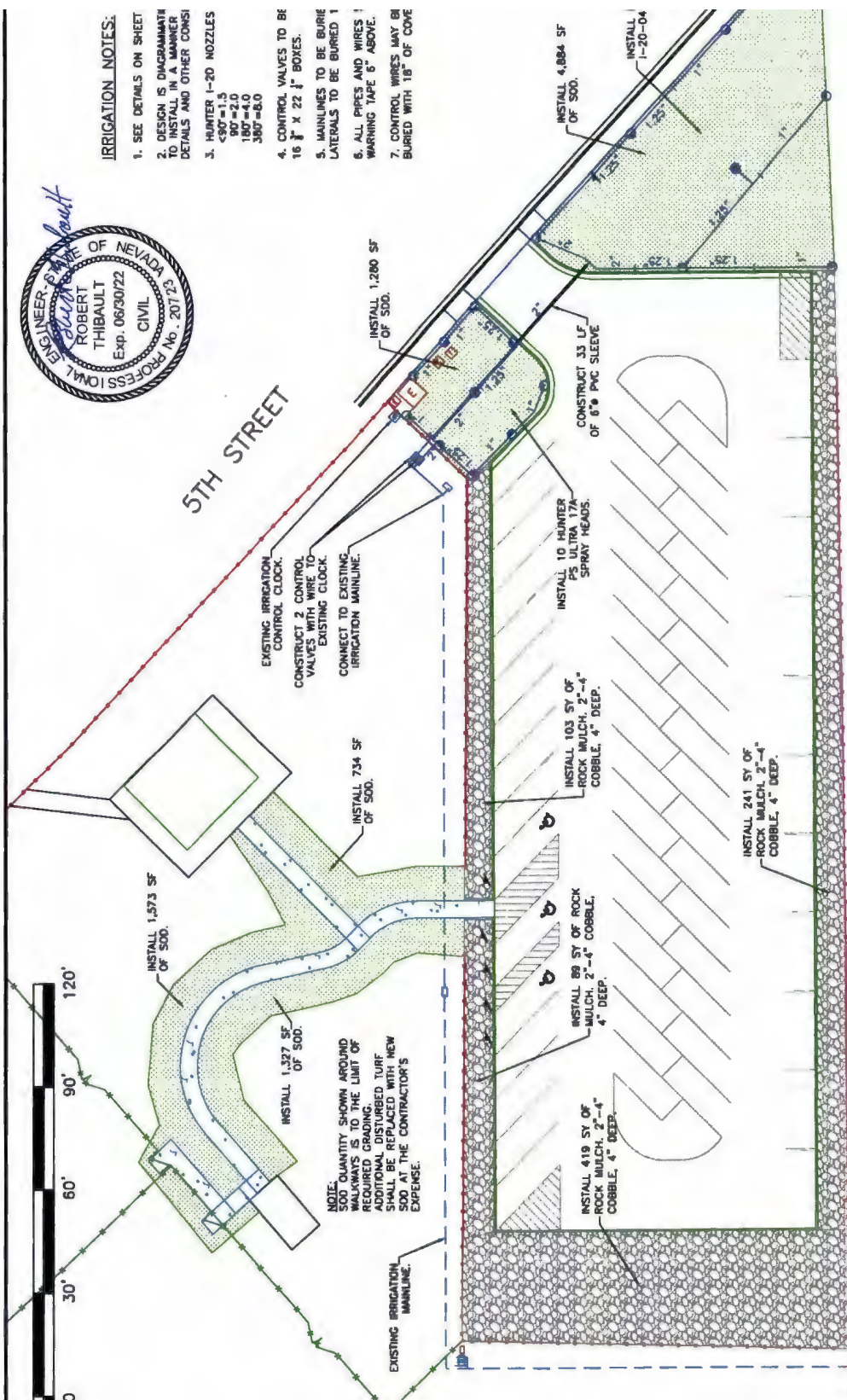
SHI



NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL CONCRETE SIDEWALK SHALL HAVE 1" EXPANSION JOINTS EVERY 30 FEET AND AT ALL RETURNS. WEAKENED PLANE JOINTS SHALL BE EVERY 5 FEET AND COMBIDE WITH THE ADJACENT CURB AND GUTTER WEAKENED PLANE JOINTS. THE WEAKENED PLANE JOINTS P EVERY 5' IN THE SIDEWALK MAY BE SAWCUT WITH CITY OF ELKO APPROVAL AND SHALL M THE REQUIREMENTS OF SECTION 314 OF THE LATEST EDITION OF THE STANDARD SPECIFICA FOR PUBLIC WORKS CONSTRUCTION.
3. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. FORESLOPES & BACKSLOPES SHALL BE APPROVED BY THE CITY OF ELKO PRIOR TO CONSTRUCTING.
5. CROSS SLOPE OF SIDEWALK SHALL NOT EXCEED 2%.

SIDEWALK

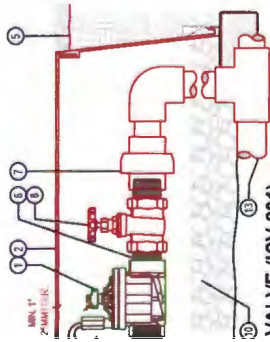


IRRIGATION NOTES:

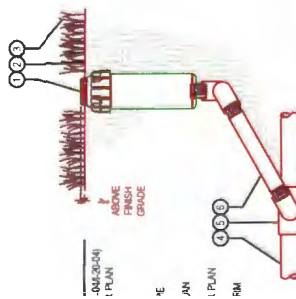
1. SEE DETAILS ON SHEET
2. DESIGN IS DIAGRAMMATIC TO INSTALL IN A MANNER THAT MEETS THE DETAILS AND OTHER CONSULTANT'S REQUIREMENTS
3. HUNTER 1-20 NOZZLES
 <90°=1.5
 90°=2.0
 180°=4.0
 360°=8.0
4. CONTROL VALVES TO BE 16" x 22" BOXES.
5. MAINLINES TO BE BURIED 18" DEEP. LATERALS TO BE BURIED 12" DEEP.
6. ALL PIPES AND WIRES TO BE MARKED WITH 6" WARNING TAPE 6" ABOVE.
7. CONTROL WIRES MAY BE BURIED WITH 18" OF COVE

<p>CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210</p>	<p>SCALE</p> <p>HORZ 1"=30'</p> <p>VERT NONE</p>		<p>DESIGNED BY BT</p> <p>DRAWN BY ACAD 2015</p> <p>CHECKED BY BT</p> <p>DATE 1/5/2021</p>	<p>5TH STREET PARK PARKING LOT DESIGN LANDSCAPE PLAN</p>	<p>SHI</p>
--	---	--	---	--	------------

- RO VALVE (ICV)
 1. PVC SLIP (OR FPT) X FPT UNION
 2. ISOLATION VALVE, SIZE AND TYPE PER PLAN
 3. BRICK SUPPORTS (4)
 4. FILTER FABRIC - WRAP TWICE AROUND
 5. BRICK SUPPORTS
 6. 3" WASHED GRAVEL - 4" MIN. DEPTH
 7. IRRIGATION LATERAL
 8. MAINLINE AND FITTINGS
 9. SIZE PER RCV



VALVE (ICV-201)
 NIONS AND ISOLATION VALVE
 NO SCALE
 CV 12



ROTOR (PGP-04-PRB/IL-20-04-PRB)
 ID SWING ARM
 NO SCALE
 12



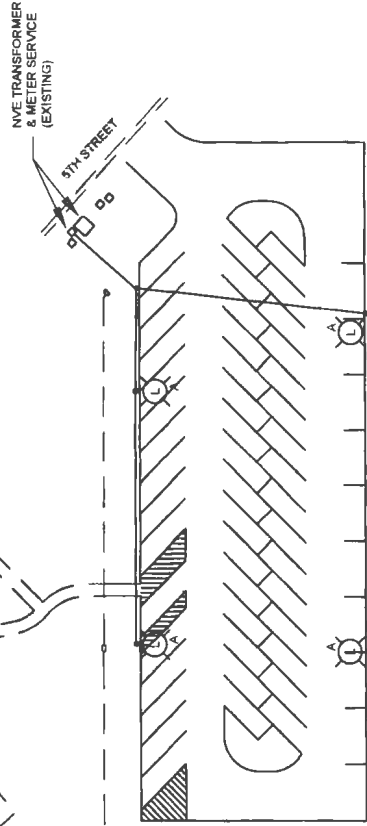
	CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210		SCALE HORZ 1"=30' VERT NONE		DESIGNED BY BT DRAWN BY ACAD 2015 CHECKED BY BT DATE 1/5/2021		5TH STREET PARK PARKING LOT DESIGN IRRIGATION DETAILS	SHI
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DATE: 5-29-2020
EXP: 12-31-2020

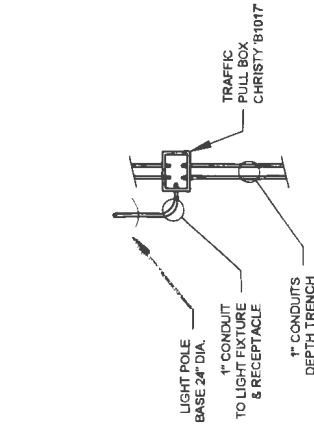
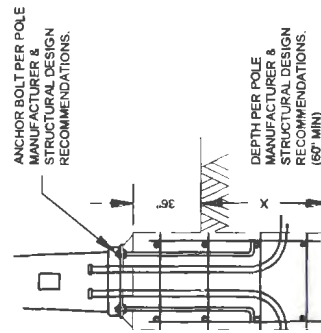
OUTDOOR LED LIGHT FIXTURE, 250W
POLE MOUNTED, MVOLT, 150W, TYP
RAB ADLED-3T-150
RAB PS4-11-2502 (POLE & FIXTURE)

DRAWING NOTES:

- LIGHTING CIRCUIT WILL BE SUPPLIED BY THE UTILITY TRANSFORMER, CONTACT THE UTILITY TRANSFORMER, CONTRACTOR AND INSTALL A LIGHTING CONTACTOR, TIMER AND PHOTO CONTROL AT THE POLE TO CONTROL THE LIGHTING.
- COLOR CODE CONDUCTORS THROUGHOUT:
9A = BLACK
9B = RED
9C = BLUE
NEUTRAL = WHITE
GROUND = GREEN
- LABEL CONDUCTORS AT EVERY CONNECTION BOX, AND EVERY TERMINATION; PERMANENT AND MUST BE APPROVED PRIOR TO USE. LABEL TO DISPLAY PANEL CIRCUIT NUMBER.
- INSTALL AN ELECTRICAL PULL BOXES NEEDED, USE TRAFFIC RATED BOX IN USE CHRISTY B1017 TRAFFIC BOX, AN ELECTRICAL BOX, OR EQUAL.

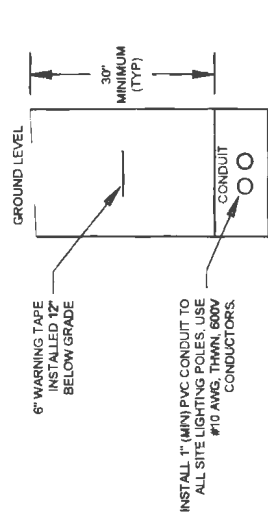


LOCATIONS LIGHTING & DISTRIBUTION PLAN



POLE BASE DETAIL

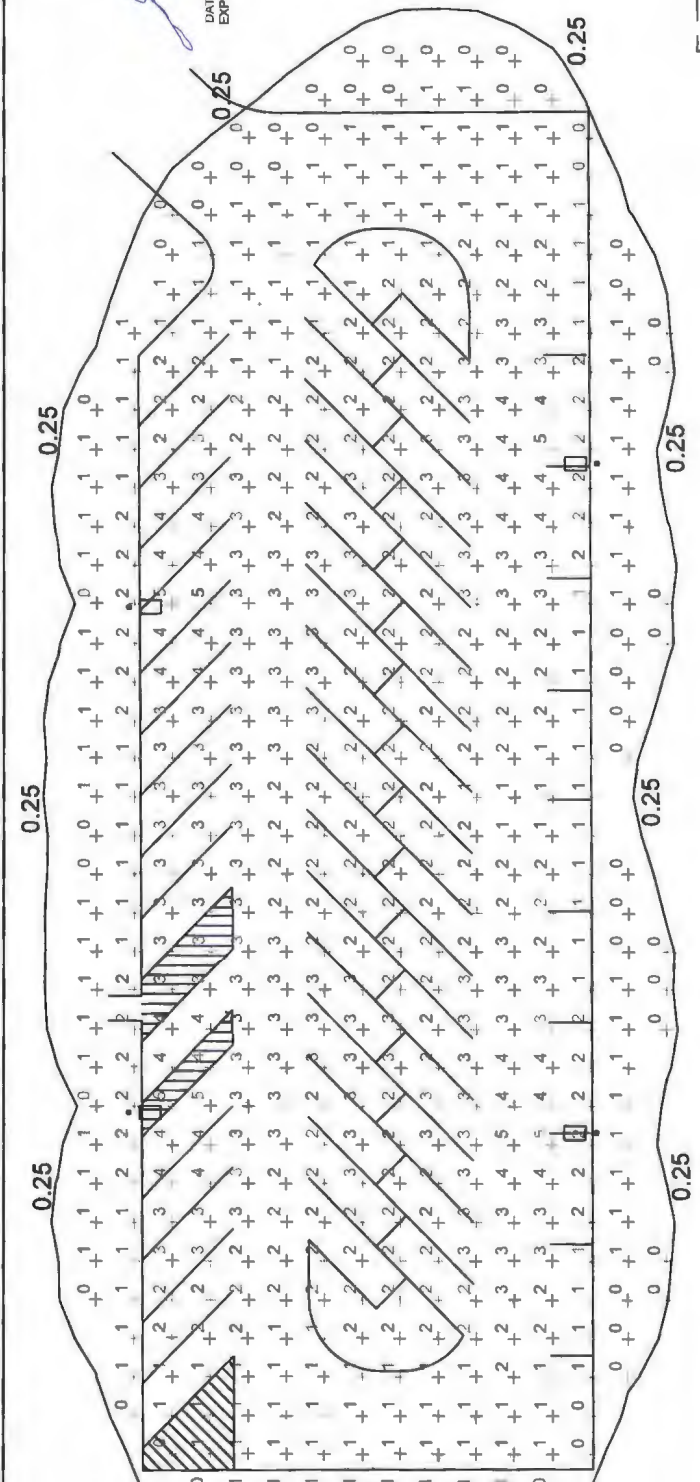
LIGHTING & DISTRIBUTION SYSTEM CONDUIT LAYOUT



TRENCH SECTION

<p>CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210</p>	<p>SCALE</p> <p>1" = 50'</p>	<p>DESIGNED BY JAE DRAWN BY JAE CHECKED BY DATE 5-29-2020</p>	<p>SHEET</p> <p>CITY OF ELKO 5TH STREET PARKING LOT LIGHTING INSTALLATION</p>
--	-------------------------------------	---	--

JOSEI ELKO
ELECTRICAL ENGINEER
No. 11
DATE: 5-29-2020
EXP: 12-31-2020



UTIONS LIGHTING PHOTOMETRICS

<p>CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210</p>	<p>SCALE</p> <p>1" = 25'</p>	<p>DESIGNED BY JAE</p> <p>DRAWN BY JAE</p> <p>CHECKED BY</p> <p>DATE 5-29-2020</p>	<p>CITY OF ELKO</p> <p>5TH STREET PARKING LOT</p> <p>LIGHTING INSTALLATION</p>	<p>SHEET</p>
--	-------------------------------------	--	--	--------------

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The Water Department has fixed numerous leaks in the alley over the past few years and the 2 inch dead-end main needs to be replaced. There are possible plans to repave this alley, construct a parking lot and we would like to replace the water line before this happens. The new 6 inch main will tie in to 5th Street on one end and 4th Street on the other end to loop the system. The customers along this line will receive new service lines from the main to the new meter pits that will replace the existing city shutoffs. The existing line from the shutoffs will remain in place into the buildings. A new tap will be installed for future irrigation of the proposed parking lot. DJ**
6. Budget Information:

Appropriation Required: \$200,000.00
Budget amount available: \$200,000.00
Fund name: Water
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Engineers Estimate, Construction Drawings**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko - Water Line Replacement
Alley between 4th, 5th, Commercial and Silver St
8/31/2020

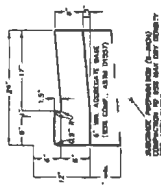
Carter Engineering, LLC
Civil Engineering

P. O. Box 794
 Elko, Nevada 89803
 775-397-2531



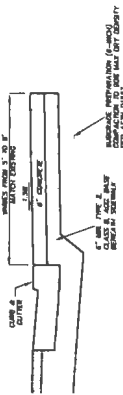
ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
3	Remove Ex. Water Services and Curb Box	EA	4	\$ 450.00	\$ 1,800.00
4	1" Water Service Connection and Line	EA	8	\$ 1,000.00	\$ 8,000.00
5	1" Water Meter Box	EA	8	\$ 2,000.00	\$ 16,000.00
6	Traffic Rated Box	EA	8	\$ 1,500.00	\$ 12,000.00
7	4" Hot Tap Materials, Excavate & Backfill	EA	2	\$ 4,000.00	\$ 8,000.00
8	4" Gate Valve (MJ)	EA	2	\$ 1,500.00	\$ 3,000.00
9	6"x4" Reducer	EA	2	\$ 500.00	\$ 1,000.00
10	6" C-900 DR 18 Water Pipe	LF	364	\$ 65.00	\$ 23,660.00
11	Valve Boxes Adjusted to Grade with Collar	EA	2	\$ 500.00	\$ 1,000.00
12	Saw Cut Pavement	LF	727	\$ 6.00	\$ 4,362.00
13	Saw Cut Pavement and Concrete	LF	33	\$ 7.00	\$ 231.00
14	Remove Pavement	SF	2851	\$ 2.00	\$ 5,702.00
15	Remove Existing Curb and Gutter	LF	16	\$ 5.00	\$ 80.00
16	Remove Existing Concrete Sidewalk	SF	100	\$ 5.00	\$ 500.00
17	3-inch A.C.	SF	2851	\$ 3.50	\$ 9,978.50
18	9" Type 2, Class B Aggregate Base	SF	2851	\$ 1.50	\$ 4,276.50
19	Type 1 Curb & Gutter	LF	16	\$ 50.00	\$ 800.00
20	4" Thick Concrete Sidewalk	SF	100	\$ 12.00	\$ 1,200.00
				TOTAL	\$ 114,590.00

[illegible]



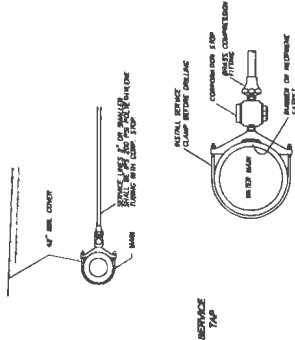
CUMULATIVE GLITTER NOTEST

- CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 317.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF CHICAGO APPROVED MIX DESIGN. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 317.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. ALL CONCRETE CURBS AND GUTTERS SHALL HAVE 1" TYPICAL JOINTS EVERY 8 FEET AND AT ALL CURB RETURN. REINFORCED PLANK CURBS SHALL BE 1' TO 1' 6" HIGH OF 12" MINIMUM SURFACE SHALL BE 1' TO 1' 6" WIDE OF 12" MINIMUM.



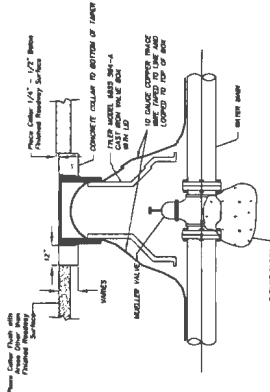
SELLING POINTS

- [illegible]



NOTES:

- COMPARISON FROM CLAIM TYPE. (THE MEASURE 4" OF LENGTH) AND SERVICE TIME TO BE MADE.
- SPRINGS CLAIMS SHALL BE COMBINED TOGETHER FOR ALL SERVICE TIME, EXCEPT SERVICE TIME OF THE FACTORY MANUFACTURED SPRINGS. SERVICE TIME SHALL BE LIMITED TO 10 HOURS.
- 1995 SHALL BE SHOCKED AND PLACED A MINIMUM OF 12" AWAY FROM CURBLES AND POLES.
- 1995 SHALL BE SHOCKED AND PLACED A MINIMUM OF 10" AWAY FROM CURB AND 100% SHALL BE CLOSER THAN 2 FEET FROM THE CHAINS OF POLE.
- ALL JOINT FITTINGS SHALL BE OF HEAVY COMPRESSION TYPE.



NOTES

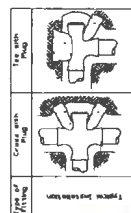
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 31.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, IN CALIFORNIA.
2. 10% OF COLLOID SHALL BE SET 1" BELOW FINISHED CONCRETE OR BIRMINGHAM SURFACE.
3. COLLOID SHALL BE SET IN ALL OTHER AREAS SHALL BE SET PLUSH WITH FINISHED GRADE, UNLESS OTHERWISE SPECIFIED.
4. FINISHED GRADE SHALL BE SET TO THE FINISHED GRADE OR FINISHED SURFACE.



Diagram of type of joint	90° bend	45° bend	31-1/2° or 22-1/2° bend	Try to Bend Lead
1 typical bent cable stays				

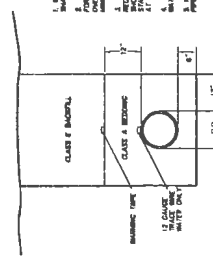
ADJUST BURNING AREA (SQ FT)

Year of first pregnancy	1st Birth	2 ^d Birth	11-14 th or 15-17 th Birth	1st or 2 ^d Birth	3 ^d or 4 th Birth
1 st	4	4	2	4	4
2 nd	7	4	2	5	7
3 rd	12	6	3	10	12
4 th	16	10	3	16	16
5 th	45	29	13	32	45



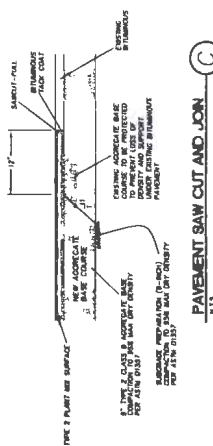
5310

1. Trust blocks to be constructed of Class "C" concrete.



TRENCH DETAIL

- [illegible]



PAVEMENT SAW CUT AND JOIN

- © 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 103–110

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-053-2021 Focused Study, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12th, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **A Planning Consultant will conduct a Focused Planning Study for Elko Regional Airport to include: 1) Determine the overall configuration of the airfield and its ability to facilitate and maximize future demand, desired activities and economic and physical growth; 2) An assessment for the development of a Regional Aircraft Rescue and Fire Fighting (ARFF) Training facility; 3) An overview of the existing and future land use and economic development conditions; existing and future commercial and general aviation aeronautical need; 4) An assessment of commercial terminal and general aviation facility needs; 5) Development of a future comprehensive project listing; 6) A comprehensive analysis of existing runway, taxiway and apron configurations and a proposed future optimization of runway placement satisfactory to FAA guidelines and requirements. JF**
6. Budget Impact Statement:

 Appropriation Required: **\$ 586,667 (federal \$550,000)**
 Budget amount available: **\$ 36,667 (local)**
 Fund name: **Airport Enterprise**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant Application**
9. Recommended Motion: **Authorize Staff to apply for FAA AIP #50 3-32-0005-053-2021**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

EKO-Elko Regional Airport

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

A.I.P. 3-32-0005-053-2021

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Elko

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

88-6000190

*** c. Organizational DUNS:**

0818333110000

d. Address:

*** Street1:**

1751 College Avenue

Street2:

*** City:**

Elko

County/Parish:

Elko County

*** State:**

NV: Nevada

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

775/89801

e. Organizational Unit:

Department Name:

Elko Regional Airport

Division Name:

Elko Regional Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Jim

Middle Name:

*** Last Name:**

Foster

Suffix:

Title:

Airport Manager, Elko Regional Airport

Organizational Affiliation:

Elko Regional Airport

*** Telephone Number:**

(775) 777-7190

Fax Number:

(775) 777-7359

*** Email:**

jfoster@elkocitynv.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

Not Applicable

* Title:

N/A

13. Competition Identification Number:

Not Applicable

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Elko, Elko County, Nevada

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Conduct Miscellaneous Study ("Focused" Planning Study)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

NV-002

* b. Program/Project

NV-002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

01/01/2021

* b. End Date:

12/31/2021

18. Estimated Funding (\$):

* a. Federal	550,000.00
* b. Applicant	36,667.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	586,667.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Curtis

Middle Name:

* Last Name:

Calder

Suffix:

* Title:

Elko City Manager

* Telephone Number:

(775) 777-7710

Fax Number:

(775) 777-7119

* Email:

ccalder@elkocitynv.gov

* Signature of Authorized Representative:

* Date Signed:



Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414 <input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII) <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 550,000	\$ 36,667	\$ 586,667
2.				
3. TOTALS		\$	\$	\$

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 6,667	\$	\$	\$	\$ 6,667
b. Airport Planning	580,000				580,000
c. Environmental Planning	0				0
d. Noise Compatibility Planning	0				0
e. Subtotal	586,667				586,667
f. Program Income	0				0
g. TOTALS (line e minus line f)	\$ 586,667	\$ 0	\$ 0	\$ 0	\$ 586,667

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Airport Improvement Program	\$ 36,667	\$ 0	\$ 0	\$ 36,667
6.				
7. TOTALS	\$ 36,667	\$ 0	\$ 0	\$ 36,667

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 550,000	\$ 550,000	\$	\$	\$
9. Non-Federal	36,667	36,667			
10. TOTAL	\$ 586,667	\$ 586,667	\$	\$	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Admin Expenses include: IFE - \$4,000, Advertisement - \$667, any additional expenses such as FedEx, additional advertising, etc./
Also included herein: 1) Sponsor Certifications; 2) Current FAA Advisory Circulars; 3) Airport Sponsor Assurances.

Part IV - Program Narrative

(Suggested Format)

PROJECT: AIP No. 3-32-0005-053-2021; Conduct Miscellaneous Study ("Focused" Planning Study)
AIRPORT: Elko Regional Airport (EKO)
1. Objective: A Planning Consultant will conduct a Focused Planning Study for Elko Regional Airport to include: 1) Determine the overall configuration of the airfield and its ability to facilitate and maximize future demand, desired activities and economic and physical growth; 2) An assessment for the development of a Regional Aircraft Rescue and Fire Fighting (ARFF) Training facility; 3) An overview of the existing and future land use and economic development conditions; existing and future commercial and general aviation aeronautical need; 4) An assessment of commercial terminal and general aviation facility needs; 5) Development of a future comprehensive project listing; 6) A comprehensive analysis of existing runway, taxiway and apron configurations and a proposed future optimization of runway placement satisfactory to FAA guidelines and requirements.
2. Benefits Anticipated: The deliverables for the study will provide Elko City with the following: 1) A Focused Planning Study for the Airport 2) Existing and Future RPZ/OFA Alternatives Analysis 3) Airport Layout Plan (ALP) Drawing Set
3. Approach: <i>(See approved Scope of Work in Final Application)</i> (See Project Approach on following page.)
4. Geographic Location: City of Elko, Elko County; specifically the Elko Regional Airport (EKO).
5. If Applicable, Provide Additional Information: Not Applicable.
6. Sponsor's Representative: <i>(include address & telephone number)</i> Jim Foster, Airport Manager; Elko Regional Airport; 975 Terminal Way, Elko, NV 89801; Office: (775) 777-7190; E-mail: jfoster@elkocitynv.gov

ELKO REGIONAL AIRPORT (EKO)
A.I.P. NO. 3-32-0005-053-2021
CONDUCT MISCELLANEOUS STUDY ("FOCUSED" PLANNING STUDY)

PROJECT APPROACH

The City of Elko will select a qualified airport planning consultant by the end of the CY2021 first quarter. When the selection process is completed, a detailed "Focused" Planning Study scope of work will be developed, with collaboration between EKO, the FAA Phoenix ADO and the consultant. Fees will be negotiated following current FAA guidance in preparation for a FY2021 AIP grant offer by July 2021.

Consultant and EKO will commence referenced planning study soon thereafter. The planning study will include technical, economic, social and environmental investigations of concepts and alternatives as described in Items 1 and 2 above. In collaboration with the FAA, EKO users and the local community, a plan that adequately addresses the issues and satisfies local, state and Federal regulations will be completed. Because of existing EKO geometric issues and the financial, social and environmental impacts of the anticipated alternatives, the completion date of this "Focused" planning study is estimated to be sometime in 2023.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
Elko Regional Airport (EKO)		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	* First Name: Curtis	Middle Name:
* Last Name: Calder		Suffix:
* Title: Elko City Manager		
* SIGNATURE:		* DATE:

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Elko

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-053-2021

Description of Work: Conduct Miscellaneous Study ("Focused" Planning Study)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Elko Regional Airport (EKO)

Address: 975 Terminal Way, Elko, Nevada 89801

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Elko

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-053-2021

Description of Work: Conduct Miscellaneous Study ("Focused" Planning Study)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Elko

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-053-2021

Description of Work: Conduct Miscellaneous Study ("Focused" Planning Study)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
“City of Elko, Nevada, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. Required Contract Provisions.
 - 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated **February 28, 2020**, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement.

Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

SAM Search Results
List of records matching your search for :

Search Term : Elko City*
Record Status: Active

ENTITY	ELKO, CITY OF	Status: Active
DUNS: 867647539	+4:	CAGE Code: 5W8Y5 DoDAAC:
Expiration Date: 07/01/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1448 SILVER ST City: ELKO ZIP Code: 89801-3924	State/Province: NEVADA Country: UNITED STATES	
ENTITY	ELKO, CITY OF	Status: Active
DUNS: 081833311	+4:	CAGE Code: 3K0F4 DoDAAC:
Expiration Date: 07/01/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1751 COLLEGE AVE City: ELKO ZIP Code: 89801-3401	State/Province: NEVADA Country: UNITED STATES	
ENTITY	ELKO, CITY OF	Status: Active
DUNS: 837685077	+4:	CAGE Code: 8Q774 DoDAAC:
Expiration Date: 09/09/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 601 MAIN ST City: NEW MARKET ZIP Code: 55054-5469	State/Province: MINNESOTA Country: UNITED STATES	

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible authorization for Staff to order four (4) replacement Police Vehicles under the Enterprise Fleet Management Master Lease Agreement, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Due to pandemic-related production delays, replacement vehicle deliveries have been pushed back considerably. As such, Staff is requesting authorization to order four (4) replacement Police Vehicles (3 Patrol & 1 unmarked), anticipating the delivery will not occur until after July 1, 2021. No lease payments are due until after the vehicles have been delivered. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Required/Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Fire Department in collaboration with the Elko County LEPC to apply for the 2021 United We Stand Grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department in collaboration with the Elko County LEPC would like to apply for the 2021 United We Stand grant and request for the purchase of a heavy rescue truck. This grant would be used to purchase and refurbish a heavy rescue truck to be used to carry hazardous materials and technical rescue equipment to increase the effectiveness of the fire department to combat terrorism and hazmat incidents. Total amount of the grant would be around \$280,133.00 with a no match. JS**
6. Budget Information:

Appropriation Required: **\$0**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department in collaboration with Elko County LEPC to apply for the United We Stand Grant for \$280,133.**
10. Prepared By: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

Steve Sisolak
Governor



Nevada Department of
Public Safety
DEDICATION PRIDE SERVICE

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Mike Dzyak
State Fire Marshal

State Emergency Response Commission

STEWART FACILITY

107 Jacobsen Way

Carson City, NV 89711

TELEPHONE (775) 684-7511 • FAX (775) 684-7518

Nevada LEPCs,

The FY 2021 United We Stand (UWS) Planning, Training, Supplies, and Equipment grant application kit has been posted on the Nevada SERC website, <http://serc.nv.gov>. The grant period is expected to be from February 1, 2021, to June 30, 2021. Funds may only be used for obligations incurred during the grant period.

Nevada LEPCs are eligible to apply for this grant if they are compliance with the Emergency Planning and Community Right-to-Know Act (EPCRA), Nevada Administrative Code (NAC), and SERC policy requirements. Policies may be found on the SERC website, <http://serc.nv.gov>.

Please read the entire application as changes have been made, complete all forms, and provide information in the format as outlined. All of the applicable sections of the template must be completed. Minor adaptations to the template may be made keeping the requirements and the purpose of the sections intact.

The application is due to the SERC office or postmarked by January 4, 2021. Failure to submit the application by the due date will result in denial.

Do not round the unit prices or the line item totals. Round up the grand total of each category to the nearest dollar.

Pursuant to NRS 459.735 (4), this grant is to provide financial assistance to state or local governments in this state to **support preparedness to combat terrorism** including, without limitation, planning, training, and purchasing supplies and equipment. The application **must** relate to activities that support preparedness to combat terrorism and requests must address one or more of the Nevada Commission on Homeland Security priorities (information attached and on the SERC website). Please include a prioritization of the items requested.

Applications requesting communication equipment are required to complete the Communication Interoperability Questionnaire.

Please do not hesitate to contact me if you need assistance or have any questions.

**State of Nevada
Emergency Response Commission**

United We Stand Grant Application
Planning, Training, Supplies & Equipment
Fiscal Year 21

For Local Emergency Planning Committees

The completed application must be delivered to the
SERC Office or postmarked by
January 4, 2021

State Emergency Response Commission
107 Jacobsen Way
Carson City, NV 89711
(775) 684-7511

State Emergency Response Commission (SERC)

UNITED WE STAND FY2021 Grant Application Kit For Local Emergency Planning Committees

This grant is provided to support preparedness to combat terrorism, including, without limitation, planning, training, purchasing supplies, and equipment, pursuant to NRS 459.735(4). Application and award of grants from United We Stand funds are managed pursuant to SERC policy 8.2a. Funding is derived from fees collected from the sale and annual renewal of United We Stand specialty license plates. As these are State funds, there is no Catalog of Federal Domestic Assistance (CFDA) number associated with this grant.

The grant project period is expected to be February 1, 2021, to June 30, 2021. Grant funds are distributed on a reimbursement basis. However, the Local Emergency Planning Committees (LEPCs) may request advance funding for expenses over \$2,000. (SERC policy 8.5)

LEPCs are eligible for funding through this grant if they are in compliance with the Emergency Planning and Community Right-to-Know Act (EPCRA), Nevada Administrative Code (NAC), and SERC policies. SERC policies may be reviewed at <http://serc.nv.gov>.

The application must include justifications for use of funds to support preparedness to combat terrorism. NRS 202.4415 defines acts of terrorism.

Pursuant to SERC policy 8.2a, the grant application must address one or more of the Nevada Commission on Homeland Security priorities available at http://serc.nv.gov/Resources/Grant_Applications/.

The format is as follows:

- I. **GOALS** - Identify what the LEPC would like to accomplish with the requested grant funds to support preparedness to combat terrorism for the period of February 2021 through June 2021.
- II. **OBJECTIVES** - Identify the specific approaches to achieve the goals through preparedness to combat terrorism. Objectives need to be specific and measurable.
- III. **HOMELAND SECURITY PRIORITIES** – Justify how each requested item or category of items addresses at least one of the Nevada Commission on Homeland Security priorities. If the grant application requests categories of items (i.e., PPE, communications, etc.), it is not necessary to list each item individually in this section.
- IV. **LINE ITEM BUDGETS** – List each item as a line item on the budget page. Do not round the unit prices or the line item totals. Round up the grand total of each category to the nearest dollar. **Please include a prioritization of the items requested.**
- V. **BUDGET NARRATIVE** – Explain each item listed in the line item budget. Please use pricing from State Purchasing contracts for all equipment as applicable. State Purchasing's web address is <http://purchasing.nv.gov/contracts/>. As appropriate, the cost of shipping may be included in the grant request. Equipment requests exceeding the price on state contract must be accompanied by a quote from the vendor and a justification for the increased cost. Equipment not on state contract must be accompanied by a justification of need and quote from the vendor. Quotes must be dated within 30 days of the open

grant cycle.

- VI. COMMUNICATION INTEROPERABILITY QUESTIONNAIRE – Complete this questionnaire if requesting communications equipment in this grant application.
- VII. CERTIFIED ASSURANCES AND STATE AGENCY COMPLIANCE CERTIFICATION – Complete the Certified Assurances with signatures as appropriate. Complete the Compliance Certification with all required.

Please call SERC staff at (775) 684-7511 if you need assistance.

The application must be delivered to the SERC office or postmarked by January 4, 2021:

State Emergency Response Commission
107 Jacobsen Way
Carson City, NV 89711

Please be prepared to make a presentation of your grant application to the SERC Funding Committee. The date and location of the meetings will be announced.

Do not submit the cover letter or instructions above with your grant application. Retain this information for your grant file.

Check Sheet

A complete application must include the following

- ☒ Title Page (original signatures)
- ☒ Goals of this grant
- ☒ Objectives of this grant
- ☒ Line Item Budget
- ☒ Budget Narrative
- ☒ Certified Assurances (original signatures)
- ☒ LEPC Compliance Certification (signed by Chair)
- ☒ E-mail the application with quotes to SERC@dps.state.nv.us

To be submitted prior to preparation of the grant award:

- ☒ Copy of the LEPC meeting agenda and minutes approving submittal of the grant application

The application must be received by SERC by e-mail and/or delivered to the SERC office or postmarked if your application with attachments exceeds 20 pages by January 4, 2021.

STATE EMERGENCY RESPONSE COMMISSION
FY 21 UNITED WE STAND (UWS) GRANT APPLICATION
TITLE PAGE

Applicant: Elko County LEPC

Address: 540 Court St, Elko NV 89801

Local Emergency Planning Committee (LEPC) Chair:

Name: Matthew Petersen Title: Elko County Fire Chief/Emergency Manager
Address: 540 Court St City/Zip: Elko NV 89801
Telephone: 775-934-5994 Fax: _____
E-mail: mpetersen@elkocountynv.net

Fiscal Officer:

Name: Cash Minor Title: Elko County Asst Mgr/CFO
Address: 540 Court St City/Zip: Elko NV 89801
Telephone: 775-753-7073 Fax : 775-753-8535
E-mail : Administration@elkocountynv.net

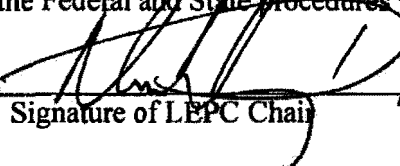
BUDGET SUMMARY :

PLANNING	TRAINING	SUPPLIES	EQUIPMENT	TOTAL
\$	\$	\$	\$280,133	\$280,133

Round category totals up to the nearest dollar.

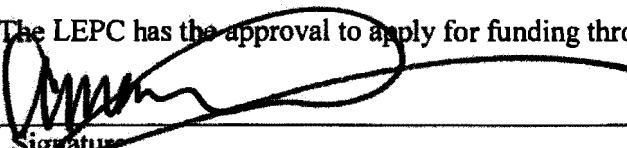
LOCAL EMERGENCY PLANNING COMMITTEE APPROVAL:

On behalf of the LEPC, I certify this body has reviewed the grant application and agrees to abide by the Federal and State procedures which are related to the acceptance of funds.

 Matthew J. Petersen 12/29/2020
Signature of LEPC Chair Date

GOVERNING BODY APPROVAL: (i.e. County Commissioner, County Manager)

The LEPC has the approval to apply for funding through this grant.

 Amanda Osborne County manager 12/20/2020
Signature Date
Print name and title

GOALS:

Tell the SERC what you want to accomplish with this grant to support preparedness to combat terrorism. This section should contain a separate discussion of each goal. The goals are general statements of desired results and should identify intended outcomes and results the program has established to achieve.

Begin typing below.

The Elko County LEPC along with the City of Elko and Elko County Fire and four other surrounding counties have been developing a regional Hazmat team for the Eastern Nevada region. During the planning phase it has been identified that to provide a proper response to a Hazmat or Terroristic event in any of the four counties, a response or multiple support vehicles and trailers must respond to have the necessary equipment to mitigate the incident. This cause a manpower intensive operation and there is a lack of support vehicles to pull the necessary trailers. The goal of this grant request is to purchase a Heavy Hazmat/ Rescue apparatus that will be able to carry all of the needed Special Operations Equipment and Hazmat Equipment to combat any type of hazmat or terroristic event. This apparatus would allow for a single vehicle response and be able to carry the needed personnel to perform the mitigation of the hazmat or terroristic event. In addition the Heavy Hazmat/ Rescue would have refurbishment job to add a Cascade fill station that would allow first responders in the hot zone of the hazmat or terrorist event to be able to resupply their self-contained breathing apparatus and return to the hot zone and mitigate the incident if it requires more than one bottle of air.

The idea is to have a vehicle that is multi capable to handle any type of incident that is hazmat or terroristic in nature. It reduces the risk to responding personnel by reducing the foot print of the response from multiple vehicles to one and enhances the operational capability to interoperate with other agencies such as law enforcement, mine rescue, etc.

The Heavy Hazmat/ Rescue is the key missing part to making the regional hazmat team move forward and begin in the implantation stage. It is the integral part to be able to provide hazmat and terrorist event mitigation to the four counties in Eastern Nevada where there is no close mutual aid or resources to handle terrorist or hazmat events. The nearest agencies are at a minimum six plus hours away and because of that timeframe will be detrimental to life safety, mitigation of the incident and could cost thousands of dollars in revenue loss if the incident were to shut down a major highway or thoroughfare.

OBJECTIVES:

How do you plan to achieve the goals? Include specific uses of these grant funds to support preparedness to combat terrorism. Objectives focus on the methods/activities to be used to achieve the goals they support.

Answer these questions in each objective:

- ✓ *WHAT will be purchased with the grant funds?*
- ✓ *WHO will purchase the items awarded?*
- ✓ *WHEN will the items be purchased and the activity be implemented?*

Begin typing below.

What – A Heavy Hazmat/ Rescue Truck and a refurbishment to include bringing it up to current NFPA compliance, new lights, cascade system, paint and a thorough check of the entire vehicle.

Who – The Elko LEPC in coordination with the Elko Fire Department will work with Elko County Finance to purchase the truck and refurbishment upon award of the grant.

When – Items will be purchased as soon as funding is available and the truck will be put into service as soon as the refurbishment and equipping of the vehicle is completed.

NEVADA COMMISSION ON HOMELAND SECURITY PRIORITIES:

Identify how each item (or category of items) requested addresses at least one of the Nevada Commission on Homeland Security priorities.

The Heavy Hazmat/ Rescue truck and refurbishment would meet the operational coordination Nevada Commission on Homeland Security priorities. It meets this priority because it will establish a multi-use vehicle that will provide Special Operations, Hazmat and Terrorist Event response capability to the four counties in Eastern Nevada. It will allow for a one stop shop as a mitigation tool to these events and will integrate with other response agencies from all of the four counties to effectively and timely provide a response to Terroristic and Hazmat events. It will increase life safety, property conservation, and environmental protection. Because the nearest resource that can provide this capability is six plus hours away, the operational coordination of this vehicle will be vital to ensure that an incident of these types is handled quickly to reduce the threat to critical infrastructure and life safety with maximum coordination between agencies of the four counties that this unit will serve.

BUDGETS: Please prioritize your request as awards may need to be reduced based on available funding. Do not round the unit prices or the line item totals. Round up the grand total of each category to the nearest dollar.

Heavy Hazmat/ Rescue Apparatus

Refurbishment of Heavy Hazmat/ Rescue Truck

PLANNING:

Requests to contract with a consultant must be accompanied by at least two competitive bids pursuant to SERC policy 8.2a. The bids must include an itemized quote and detailed scope of work from the consultant.

Double click on any box to open an embedded Excel Spreadsheet to enter your data, when finish click anywhere outside the box to re-embed the data into the Word document and then SAVE your work!!!

Consultant / Contract Services / Other		Amount Requested
Name		
Total Contract Training:		\$0.00

TRAINING:

All training requests other than for conferences must first be made through the Department of Public Safety, State Fire Marshal (SFM), and Division of Emergency Management (DEM). If the SFM and DEM decline the training, the request may be included in the grant application along with the letters of declination.

SERC per diem rates (which follow the federal GSA rates; <http://www.gsa.gov>) will prevail unless local rates are less. Hotel receipts are required for all lodging reimbursement requests, including in-state lodging. Meals included in registration fees will not be reimbursed. Travel eligibility requirements and rates are further defined in SERC policy 8.5. The rates listed below are for calendar year 2020 only and are subject to change.

If a privately owned vehicle is used for agency convenience, mileage may be reimbursed at the State rate, currently \$0.575 cents per mile. If a personal vehicle is used for personal convenience, the reimbursement allowed is \$0.2875 cents per mile. If an agency vehicle is used, reimbursement may be made for fuel charges based on receipt or agency fuel logs. Airport parking and ground transportation expenses are reimbursable upon presentation of receipts at the lowest/economy rate. Rental cars must be pre-approved by the SERC.

Training Costs: Registration fees, per diem and travel costs should be included in this section			
Course Title	Itemized Travel Expenses	Registration Fees	Amount Requested
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
Totals:	\$0	\$0	\$0

Consultant / Contract Services / Other for Training		Amount Requested
Name		
Total Contract Training:		\$0.00

SUPPLIES:

List supplies and, if applicable, identify what equipment it is used with.

EQUIPMENT:

Please use pricing from State Purchasing contracts for all equipment as applicable. State Purchasing's web address is <http://purchasing.nv.gov/contracts/>. As appropriate, the cost of shipping may be included in the grant request. Equipment requests exceeding the price on state contract must be accompanied by a quote from the vendor and a justification for the increased cost. Equipment not on state contract must be accompanied by a justification of need and quote from the vendor. Quotes must be dated within 30 days of the open grant cycle. Communications equipment is subject to the completion of the attached Communications Interoperability Questionnaire.

			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs:			\$280,133

BUDGET NARRATIVE

This is an explanation of the line items identified in each category. The budget narratives must explain the use of the requested funds. Budget narratives must be included for each category for which there is a request for items/services. Justify the relationship between the items listed within each category and the goals and objectives of this grant request. The budget narratives must tie each item requested to

the goals and objectives of this project. Please prioritize your request as awards may need to be reduced based on available funding.

PLANNING SERVICES-

Explain the basis for selection of each consultant and describe how the service to be provided is essential to achieving established goals and objectives to support preparedness to combat terrorism.

Begin typing below.

TRAINING-

Explain the purpose of the training/travel and how it relates to achieving established goals and objectives to support preparedness to combat terrorism. Provide location of training, duration, itemized transportation and per diem expenses. If applicable, attach a copy of the letter of declination from SFM and DEM.

Begin typing below.

SUPPLIES-

Explain the type of supplies requested & how it relates to achieving the established goals and objectives to support preparedness to combat terrorism.

Begin typing below.

EQUIPMENT-

Describe the equipment and how it will benefit the project and why it is necessary to achieving established goals and objectives to support preparedness to combat terrorism. Communications equipment is subject to the completion of the attached Communications Interoperability Questionnaire.

The development of a regional hazmat team has been in the process for the last year. Through multiple meetings and identification of resources and needs, it was identified that all hazmat and terrorist incident response materials are being stored in multiple trailers. A response for an incident of these types would require multiple support vehicles and personnel to properly respond to the incident. This increases the risk to responders while en route when having multiple vehicles and trailers responding to a scene for accidents, etc. The committee identified the need to have a vehicle that could carry all equipment and personnel to the scene in a safe, effective and timely manner. The item needed is a heavy walk in rescue truck. This vehicle would be designed to carry special operations, hazmat and terrorist incident mitigation equipment, personnel, and an air filling station. This allows for a

one vehicle response to carry all the required special equipment needed to handle incidents of these types increasing responder safety and making operational coordination improvements than the current situation. In addition because the regional team will cover all of the five counties in eastern Nevada, the use of one vehicle versus multiple truck and trailers will help to get units on scene sooner, allowing for quicker life safety measures, mitigation and protection of critical infrastructure and thoroughfares.

Due to the large areas that this team and unit will be required to respond to a single unit asset that will carry all equipment need to mitigate any type of terrorist or hazmat event is vital. It will reduce the need of support vehicles required to pull the multiple trailers and increase responders safety by having one apparatus versus multiple responding. In addition it will allow for all responders to be on one unit and when they arrive on scene will be able to go right to work and handling the incident in a timely and effective fashion.

COMMUNICATIONS INTEROPERABILITY QUESTIONNAIRE

SERC policy currently requires applications to fund communications equipment be in compliance with the Nevada State Communications Interoperability Plan. To assist in ensuring compliance with this plan, the following guideline questions have been developed. Complete this questionnaire for applications which include communications equipment.

1. Will the equipment requested be used in accordance with the Nevada State Communications Interoperability Plan (SCIP) and applicable Tactical Interoperability Communications Plan (TICP)? Yes

All funded equipment must be intended for operation within the guidelines of the SCIP and its regional TICPs.

2. Does this request improve interoperable communications? Yes

Request must advance interoperability, not just provide equipment replacement or expansion. Intercommunication partner agencies beyond the applicant must be identified. Requests for narrowbanding upgrades will not be considered.

3. Is the equipment requested legal for sale and operation within the jurisdiction and service intended? Yes

Radios must be FCC certified and/or type accepted for sale and use in the service intended.

4. Have all appropriate FCC licenses been issued to permit legal operation by this jurisdiction/agency? N/A

Requestor must demonstrate a valid license for the requested radios, including specific notation for narrowband emission for any radios intended for voice communications.

5. Is the requested equipment P-25 capable? N/A

Request must be for P-25 capable radios. Actual operation using the P-25 digital mode is not a requirement at this time. Radios that are P-25 "ready" do not qualify if the capability has not been installed.

6. Is the requested equipment complete and ready to use? Yes

Requested equipment must constitute a complete, functioning unit as purchased. No additional hardware, software or modifications should be necessary to operate the equipment when delivered. This does not mean a radio must be delivered to the requestor pre-programmed in the instance where the requestor has pre-existing programming and configuration tools.

CERTIFIED ASSURANCES

For LEPCs

Grant Title: 2021 UWS grant

Upon acceptance of funding from the State of Nevada Emergency Response Commission (SERC), the applicant and the lead governmental unit hereby agree to the following Certified Assurances governing the awarding of funds:

- A) The applicant assures compliance with the Nevada Administrative Code (NAC) 459.9912 et seq. and SERC policies found at <http://serc.nv.gov>.
- B) **FINANCIAL REPORTS** – The recipient is required to submit, at minimum, quarterly financial reports to the SERC. Reporting must be made in accordance with all applicable federal, state, and local laws and regulations, and SERC Policies 8.5 and 8.6.

No expenditures or obligations will be eligible for reimbursement if occurring prior to or after the award period. All funds need to be obligated by the end of the grant period and expended by the final report date as stated in the grant award cover letter. Failure to submit proper reports pursuant to current policies may jeopardize future funding from the SERC and could result in a denial of reimbursement of funds expended. Failure to comply with this requirement can result in the delay or denial of future reimbursements.

- 1) **Request for advance:** May be requested only if expenses total over \$2,000.00 and is accompanied by a dated purchase order or quote. Complete and submit a financial report form with the appropriate "request for advance" box checked.
- 2) **Report on expenditure of advance:** Show the actual expenditure of the advanced funds. Complete and submit a financial report form with the appropriate "report on expenditure of advance" box checked. This report is due **within 30 days** of the date of the advanced check and must include copies of dated invoices and proof of payment. If the amount advanced is more than the amount spent or the advanced amount is not spent within the 30 days, the unexpended funds are to be returned to the SERC within 45 days of the date of the check.
- 3) **Request for reimbursement:** Complete and submit a financial report form, at a minimum quarterly, for all expenditures funded by the grant. Include a summary breakdown of expenses, copies of dated invoices, proof of payment and any other documents required by SERC policies. Any other form of documentation for expenditures must be approved by the SERC staff. If additional non-federal funds or resources are used toward the project, report those expenditures as a **match** in the appropriate line on the report form.
- 4) **Quarterly report required:** If there are no expenditures within the quarter, a report with an explanation of why and the plan for future expenditures is due by the end of the month following the end of the quarter. Due dates for quarterly reports are as follows:

October 31	- for reporting period July 1 to September 30;
January 31	- for reporting period October 1 to December 31;
April 30	- for reporting period January 1 to March 31; and
July 31	- for reporting period April 1 to June 30.

- 5) **Final report:** There will be no further expenditures, the grant is closed, and no further reports are necessary. This report is due within 30 days after the end of the award period, or any time prior to the end of the award period if no further funds will be spent. Once the final report is processed there will no additional draws allowed for the sub-grant. If reporting is not in by the final date, the remaining funds will be de-obligated.
- C) **EXERCISE REPORTS** – To be eligible for grant funding, the LEPC must report to the SERC by January 31st of each year on at least one real event and/or tabletop, functional, or full-scale exercise or drill which utilizes and implements the hazardous materials emergency response plan. An exercise is required at least once every year with every key element of the plan being implemented in the exercises within three years.
 - D) **GRANT CHANGE REQUEST** – Grant expenditures are authorized for the purposes set forth in this application, as approved in the grant award, and in accordance with all applicable laws, regulations, and policies and procedures of the State of Nevada and the applicable federal granting agency. Requests for change in the project must be submitted to the SERC and approved in writing prior to its implementation. Approval may be required by the Funding Committee if the change is significant (SERC Policy 8.7).
 - E) The applicant must comply with the provisions for sub-awards stipulated at 2 *CFR* 200.311. The applicant assures the fiscal accountability of the funds received from the State Emergency Response Commission will be managed and accounted for by the lead agency's chief comptroller. Internal control and authority to ensure compliance with SERC's documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
 - F) SERC will **reimburse** the **recipient** reasonable, allowable, allocable cost of performance, in accordance with current federal requirements, Nevada Revised Statute, Nevada Administrative Code, State Administrative Manual, SERC policies and any other applicable fiscal rules, not to exceed the amount specified in the total award amount.
 - G) The applicant assures it shall maintain data and information to provide accurate financial reports to SERC. Said reports shall be provided in form, by due dates and containing data and information as SERC reasonably requires to administer the program.
 - H) The applicant will give the SERC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant or grant requirements. The Uniform Guidance/OMB Guidance provides greater clarity to the role and expectations for pass-through entities conducting oversight of sub-recipients. The Uniform Guidance/OMB Guidance expands on the responsibilities of pass-through entities by providing a more robust system of oversight and monitoring. (see section 200.330 and section 200.331) <http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-331.pdf>

- I) The applicant assures financial reports shall be submitted within 30 calendar days of the end of each calendar quarter and within 45 days* of the end of the grant period and shall be current and actual.
- J) The applicant assures funds made available under this grant will not be used to supplant state or local funds.
- K) The applicant assures compliance with *2 CFR 200.212 and 180, Non-procurement Suspension and Debarment*. The applicant assures, through the submission of the grant application for funding, neither the lead agency, county government, any of its participating agencies, are potential vendors, contractors or providers debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency.
- L) The applicant assures that it will comply with Administrative Requirements *2 CFR part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* appropriate to the award as follows:
1. 49 CFR 110, *Hazardous Materials Public Sector Training and Planning Grants*
 2. 49 CFR 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments*
 3. 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*
 4. OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* (now contained in 2 CFR 200)
 5. 49 CFR 20, *New Restrictions on Lobbying*
 6. 49 CFR 32, *Government wide Requirements for Drug-Free Workplace*
- M) 1. The applicant assures compliance with *Title VI of the Civil Rights Act of 1964*, which prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.
2. The applicant assures compliance with 49 CFR 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964*.
- N) Any publication (written, visual, or audio) issued by the recipient describing programs funded whole or in part with federal funds, shall contain the following statement:
- "This program was supported by Grant # _____, awarded by the Nevada State Emergency Response Commission (and, if an HMEP grant, the U.S. Department of Transportation). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position of policies of the State Emergency Response Commission (and, if an HMEP grant, U.S. Department of Transportation)"
- The applicant must provide a copy of any such publication to the SERC for the sub-grant file.
- O) The applicant fully understands the State Emergency Response Commission has the right to suspend, terminate or de-obligate grant funds to any recipient that fails to

LEPC COMPLIANCE CERTIFICATION

The following requirements must be met by the LEPCs for compliance with federal and State laws and regulations, and SERC policies and procedures. This checklist must be completed, signed and returned annually by **March 31**, even if the LEPC is not a recipient of grant funds.

A check mark in the squares on the left will indicate a YES response.

- ☒ Have changes in the LEPC Bylaws and Membership list been submitted to SERC?
- Bylaws reviewed/updated – Date: 12/12/19 Submitted: 1/28/20
Membership list reviewed/updated – Date: 12/12/19 Submitted: 1/28/20
- ☒ Have LEPC meetings been held, at a minimum quarterly, and have agendas and minutes of all meetings, including special meetings, been forwarded to the SERC?
- ☒ Has the LEPC submitted all required reports which summarize the financial management of the active grants (*i.e., copies of invoices and verification of expenditures*)?
- ☒ Has the LEPC reviewed and updated its hazardous materials emergency plan (or hazmat portion of the jurisdiction's "all hazards" plan), NRT-1A, Level of Response Questionnaire and Letter of Promulgation within the last year? Have the review results and updates been submitted to the SERC in writing along with a copy of the LEPC meeting minutes documenting review of the Plan by January 31st?
- Plan update – Date: 12/12/19 Submitted: 1/28/20
NRT-1A update – Date: 12/12/19 Submitted: 1/28/20
Level of Response
Questionnaire update – Date: 12/12/19 Submitted: 1/28/20
Letter of Promulgation update – Date: 12/12/19 Submitted: 1/28/20
- ☒ Has the LEPC reported on at least one incident or exercise (exercise required at least every third year) of its hazardous materials emergency response plan by January 31st?
- Indicate the date of the most recent exercise: 9/19/19 Submitted: 1/28/20
Indicate the date of an incident report used
in lieu of an exercise: _____ Submitted: _____
- ☒ Has the LEPC met the annual requirement of publishing the Emergency Planning and Community Right-to-Know Act "information availability" in the local newspaper? Has the standard Affidavit of Publication been sent to the SERC?

Date of publication: 1/16/20 Affidavit Submitted: 1/28/20

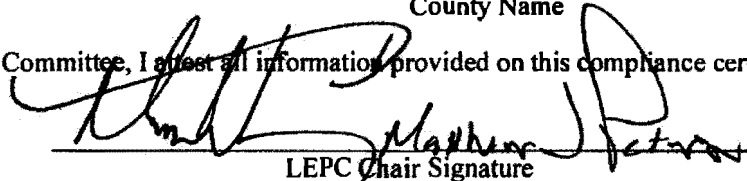
As chairman of
the

Elko County

Local Emergency Planning

County Name

Committee, I attest all information provided on this compliance certification is accurate.



LEPC Chair Signature

Date:

12/29/2020

RETURN THIS FORM WITH THE GRANT APPLICATION

conform to the requirements or the terms and conditions of its grant award.

- P) **LOBBYING** - No grant funds appropriated will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer, employee, or a member of Congress, or an officer, employee, or any member of the Nevada State Legislature or local government. The applicant will comply with provisions of Federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
- Q) Project related income, (i.e., registration fees, royalties, sales of real and personal property) must be used for the purpose of furthering the goals and objectives of the project or program from which the income was generated. Interest earned must be returned to the State Emergency Response Commission.
- R) All activities and purchases utilizing any SERC administered sources of funding must comply with all local, state and federal laws and regulations as well as grant specific requirements. It is the responsibility of sub-grantees to be familiar with any such laws, regulations and requirements.
- S) Applicant understands that an updated addendum to the grant may be required based on the federal guidelines or state requirements between now and the time of the award documents based on requirements for State of Nevada or the federal sponsoring agency.

ORIGINAL SIGNATURES REQUIRED

The applicant acknowledges receipt of these Certified Assurances and hereby assures adherence to all the above conditions of a grant award from the SERC.


GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)

NAME (PRINT): Amanda Osborne TITLE: County Mgr.

SIGNATURE:  DATE: 12/30/2020

LOCAL EMERGENCY PLANNING COMMITTEE CHAIRMAN

NAME (PRINT): Matthew J. Petersen TITLE: Chair (Fire Chief/EMT/Paramedic)

SIGNATURE:  DATE: 12/29/2020

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2005 Pierce Dash

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need, please text us: 802-431-
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Inventory changes constantly. We
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truck. Call to get a precise
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TEXT: 802-431-6033
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FREE Mobile Fire Truck APP.
Get the first alert on available
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Want to search more fire trucks by
regional location?

Click on the map to be taken to a
list of units in your region of
choice.

Shipping Information:
Vehicle Height: 11'8"
Vehicle Length: 37'8"
Gross Vehicle Weight: 59,500

USED PUMPERS

USED AERIALS

USED TANKERS

USED RESCUES

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Search by Apparatus ID #

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RS-12923

2005 Pierce Dash, Detroit turbo diesel, Allison automatic, EXTENSIVE LIST OF
Rescue Equipment Available Upon Request! Partial list: Generator, Amkus Ultimate
PTO drive hyd system w/ 4 preconnected hyd 100' reels, cutters, spreaders, 4-200'
elec reels, power tools, pneumatic tools, hooks, halligan bars, ladders.. too
numerous to mention. 111,000 miles. Asking \$150,000

Other information relating to this Vehicle:

Features: Heat and a/c in 24-foot Box, portable rear winch! 6000 psi bottles w/
regulator & air lines (no fill station). Apparatus available late 2020.

Contact Firetec for full equipment list! 800-347-3832 or firetec@firetec.com or TEXT
802-431-6033.

Asking Price Coming Soon - Make Offers!

We have 19 MORE photos readily available.

Gotta Have it?

12/30/2020

Used Fire Truck: 2005 Pierce Dash - for sale at Firetec Used Apparatus Sales (RS-12923)

Phone:

E-mail:

Text/SMS:

Firetec Used Apparatus Sales

2 people like this. [Sign Up](#) to see what your friends like.

Vehicle specifications are provided to Firetec by the sellers. Firetec makes no claim as to their accuracy and all specifications are subject to inspection and verification. All apparatus sold as-is, where-is.

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MOUNTAIN**
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2010 Alexis Spartan Heavy Rescue

\$255,000



Truck Type Used Rescue Trucks
and Squads

Manufacturer Alexis

Year Built 2010

Mileage 13,648

Location USA - Midwest

Stock # 13562

Price \$255,000



Thank you for your interest in the 2010 Alexis Spartan Heavy Rescue! Fill out the form below and we'll immediately start the process to get you more information.



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First Name*

Last Name*

Email Address*

Phone

+1 ▼

Fire Department

Select Country

Select State

Select Purchase Timeframe



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Truck Details

Stock#: 13562

2010

Alexis

Spartan Chassis

Custom

Length: 31' 7"

Truck Height: 9' 7"

GVWR: 44,000

Seating for 6;

Mileage: 13,648

Engine Hours: 1,747

Cummins ISL 425 HP Diesel Engine

Allison MD3000EVP Automatic Transmission

Additional equipment not included with purchase unless otherwise listed.

Electric Reels: (2)

PTO 30KW Generator

LED Lighting

Will Burt Light Tower

Options

Cascade System: 4 bottle High Pressure

Winch

Power awning

Oil dry hopper with 4-bins (2-under body and 2 in compartments on each side)

Class 3 trailer hitch

Additional Information

With under 25,000 miles, this used fire truck has been very well taken care of over its life. There should be plenty of life left to respond to emergency calls in your own fire department with this piece of emergency equipment.

The light tower on this vehicle will provide excellent scene lighting on your response. Whether lighting a wreck scene, or making sure your fire fighters have the light needed to prepare for work, this truck can provide that.

Still Can't find what you're looking for? **CLICK HERE** and they'll get you the truck you need.

Here are other options that meet your search criteria.

2010 Spartan Furion Wet Rescue



Ley 1250 GPM Pump, 250 Gallon Tank, Caterpillar Diesel....

2010 Horton International Ambulance



2010 Alexis Spartan Heavy Rescue | Used Truck Details



Diesel Engine

2011 Freightliner Commercial Rescue



Cummins Diesel, New Paint

2011 Weis Ford F-550 4x4 Light Rescue



150 GPM Pump, 250 Gallon Tank, Ford Diesel, Pump And Roll

2012 Ferrara Heavy Rescue Pumper



E 2000 GPM Pump, 900 Gallon Tank, Cascade System, Low

2012 Ferrara Ember HME Heavy Rescue Pumper



2010 Alexis Spartan Heavy Rescue | Used Truck Details
Hale 1750 GPM Pump, 500 Gallon Tank, Light Tower

2013 Pierce Velocity PUC Heavy Rescue Pumper



1500 GPM Pump, 500 Gallon Tank, Cummins Diesel, Low Miles

2014 International 4x4 Quick Attack



125 GPM Pump, 300 Gallon Tank, Low Miles, 4x4

2014 Helle International Walk-In Rescue



International Diesel, Low Miles

2018 Neoteric Hovortrek Deluxe Rescue Hovercraft



HT4 Head Light System, Seating For 4

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2005 E-One Typhoon Heavy Rescue

\$204,900



Truck Type Used Rescue Trucks and Squads

Manufacturer E-One

Year Built 2005

Mileage 22,500

Location USA - South

Stock # 13948

Price \$204,900



k

Thank you for your interest in the 2005 E-One Typhoon Heavy Rescue! Fill out the form below and we'll immediately start the process to get you more information.



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Listing

First Name*

Last Name*

Email Address*

Phone

+1 ▼

Fire Department

Select Country

Select State

Select Purchase Timeframe



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Truck Details

Stock#: 13948

2005

E-One

Typhoon E-One Chassis

Custom

Length: 32' 8"

Truck Height: 10' 3"

Wheelbase: 197"

GVWR: 47,000

Seating for 6; 5 SCBA seats

Mileage: 22,500

Engine Hours: 2,641

Cummins ISL 400 HP Diesel Engine

Jacobs Engine Brake

Engine Brake

Allison Automatic Transmission

Additional equipment not included with purchase unless otherwise listed.

Lig

Electric Reels (2)

Light Tower

Arrowstick Traffic Indicator

Options

Air Conditioning

Automatic Tire Chains

Mako Cascade System

Federal Q Siren

Applicable Information

With under 25,000 miles, this used fire truck has been very well taken care of over its life. There should be plenty of life left to respond to emergency calls in your own fire department with this piece of emergency equipment.

The light tower on this vehicle will provide excellent scene lighting on your response. Whether lighting a wreck scene, or making sure your fire fighters have the light needed to prepare for work, this truck can provide that.

E-ONE is a worldwide designer, manufacturer and marketer of fire rescue vehicles with more than 28,000 vehicles in operation around the globe. Established in 1974, E-ONE pioneered the use of extruded aluminum in first responder vehicles and continues to lead the industry today with innovative uses of this material along with our stainless steel product line. Headquartered in Ocala, Florida, innovation has been the company's driving force and continues to be the impetus behind its pursuit of new technologies. The result is state-of-the-art fire rescue vehicles recognized for superior firefighting and rescue capabilities.

<http://www.e-one.com/history-of-e-one/>

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Here are other options that meet your search criteria.

2005 Hackney International Rescue



2005 E-One Typhoon Heavy Rescue | Used Truck Details



E 250 GPM Pump, 300 Gallon Tank, International Diesel,.....

2005 EVI International Rescue



2005 Spartan Crimson Heavy Rescue



Cummins Diesel, Generator, Low Miles

2005 E-One Ford F-550 Rescue



90 GPM Pump, 320 Gallon Tank, Generator

2006 Ford F-550 4x4 Light Rescue



Powerstroke Diesel, 4x4, Low Miles

2006 Pierce Enforcer Wet Heavy Rescue



E 750 GPM Pump, 500 Gallon Tank, Foam System, Low Mile.....

2006 Elite Power Ford F-550 Light Rescue



Ford Powerstroke Diesel, LED Lighting, Air Conditioning

2006 International Hackney Rescue



1998 Hackney Fire Body, International Diesel

2006 Summit Ford F-550 4x4 Light Rescue





Power Stroke Diesel, Generator, Low Miles

2008 General Safety Freightliner Rescue



Cummins Diesel, Low Miles, New Paint

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Fenton Fire Equipment

Call toll free at 1-866-310-2077



2009 KME Predator LFD Heavy Rescue (R2053)

Inventory #: R2053

Price:

\$259,000.00

Status:

Available

Distance Calculator

ZIP code

Go!

Request More Info

1-866-FIRETRUCKS (tel: 1-866-310-2077)

Toll-Free

sales@fentonfire.com
(mailto:sales@fentonfire.com)

General

2009 KME Predator LFD with 22' walkin rescue body

500 60 series Detroit Diesel with Jake brake

Allison auto transmission

Goretite rollup doors

Air ride rear suspension

12k Ramsey winch

Vertical exhaust

Custom compartmentation

Heat in rear body

LED scene light upgrade in 2012

On spot tire chains

Tools / Air

1 100' air reel (off cascade)

6 Hurst 5k reels with 100' hose

Hurst Octoflow system

Complete 5k Hurst tools system

6k cascade system with ASME bottles

Generator / Electrical

25 KW onan hydraulic generator

2 200' 240v cordreels

1 200' 110v cordreel

15' Wilburt light tower with 6 light heads

Dimensions

59,129 Miles

5,429 Engine Hrs



Customer
THE CITY OF ELKO FIRE DEPARTMENT
911 W Idaho
ELKO, NV

Quote: 11158 (3)
Estimate: 000862
Quote Date: 2020/12/22
Expires: 2021/03/21

01 CONDITION AND SCOPE

01.15 Incoming Inspection

Upon arrival, the apparatus shall be inspected, road tested, and pumped (if applicable) per the NFPA 1911 Standard for Inspection, Maintenance and Testing of In-Service Automotive Fire Apparatus. An inspection checklist shall be completed and system/component deficiencies identified which are not scheduled to be repaired/replaced shall be communicated to the Purchaser.

01.20 Shipping

The Purchaser shall deliver the apparatus to Firetrucks Unlimited. Upon completion of the refurbishment, the Purchaser shall be responsible for pickup of the apparatus. A freight quote can be provided upon request.

01.25 Weights

As part of the incoming inspection, the apparatus shall be weighed (both axles). Upon completion of the refurbishment, the apparatus shall be weighed again (both axles). The refurbished apparatus will not exceed the GAWR and GCWR, or GVWR of the chassis when carrying the estimated in-service weight of the unequipped apparatus as defined in NFPA 1912 Section 4.8.2.

04 ENGINE

04.01 Engine Inspect & Advise

If the engine and related accessories are not scheduled for overhaul, then the engine shall be inspected for wear, fluid leaks, loss of power, and other potential problems. Firetrucks Unlimited shall notify the purchaser in writing of all necessary repairs and services needed to bring the engine and related accessories within the engine manufacturers original specifications.

04.40 Belts and Filters

All engine belts and filters shall be replaced.

06 LUBRICATION SYSTEM

06.10 Oil and Fluids

All chassis fluid shall be replaced including engine oil, coolant, gear oil, transfer case oil, and window washer fluid.

13 TRANSMISSION

13.02 Transmission Service

The transmission shall be serviced with new Transynd synthetic transmission fluid and transmission filter.

14 ELECTRICAL SYSTEMS

14.06 Batteries

All batteries shall be replaced. Group 31

14.14 Warning Lights - Zone A/B/C Upper

The light bar shall be removed and replaced with a new 72" Tomar model #970B-720-03-01 light bar. The light bar shall be populated with (10) high power 6LED forward facing modules (red) and (3) forward-facing high-power take-down lights. The lenses shall be clear.

High power corner modules and alley spot modules. Black chassis. No rear deck.

Added in Draft#: 3

14.16 Warning Lights - Zone A Lower

The forward-facing emergency lights shall be replaced with new TOMAR Revolution Warning Series R46 LED light head(s). The LED color shall be red and lens shall be clear. The light heads shall be mounted either in a common bezel with the front turn signal or in a separate chrome bezel.

Quantity: 4

14.18 Warning Lights - Zones B/D Lower

The side facing emergency lights shall be replaced with new TOMAR Revolution Warning Series R37 LED light head(s). The LED color shall be red and lens shall be clear. The light heads shall be mounted in a chrome bezel.

Quantity: 8

14.19 Warning Lights - Zone B/C/D Upper

The upper emergency lights shall be replaced with new TOMAR Revolution Warning Series R79 LED light head(s). The LED color shall be red and lens shall be clear. The light heads shall be mounted in a chrome bezel.

Quantity: 6

14.20 Warning Lights - Zone C Lower

The rear facing emergency lights shall be replaced with new TOMAR Revolution Warning Series R46 LED light head(s). The LED color shall be red and lens shall be clear. The light heads shall be mounted in a common 4 pack chrome bezel with the rear brake turn and tail lights.

Quantity: 2

14.22 Warning Lights-Zone C Mid

The rear facing mid zone emergency lights shall be replaced with new TOMAR Revolution Warning Series R79 LED light

head(s). The LED color shall be red/amber and lens shall be clear. The light heads shall be mounted in a chrome bezel.
Quantity: 4

14.23 Clearance/Marker Lighting

The clearance/marker lighting shall be replaced with new LED light heads similar in shape and size to the original clearance lighting.

14.24 Brake, Reverse & Turn Signals

The brake, reverse and turn signal lighting shall be replaced with new TOMAR Revolution Warning Series R46 LED Brake/Tail, Turn and Backup light heads. The front turn signal shall be mounted in the existing configuration with a common bezel for the forward-facing emergency lights, or in a separate chrome bezel. The rear facing brake turn and tail lights shall be mounted in the existing configuration in either a 4 pack, 3 pack, or separate chrome bezels. The Purchaser may specify a new configuration.

14.25 Reflectors

The red and amber reflectors shall be replaced with new meeting DOT standards.

14.31 Rear Work Lighting

The rear work shall be upgraded to LED.

14.37 Scene Lighting - 12-volt Pole Light(s)

The pole light(s) shall be replaced with new TOMAR 12 Volt Aspire Series ASP-10SW-PL-FF LED pole light(s). The poles shall be mounted on the back of the cab unless otherwise specified by the Purchaser. The pole lights shall be operated by a switch located near the pole.

Top row - Flood. Bottom Row - Flood.

Quantity: 2

Added in Draft#: 3

14.38 Scene Lighting - 12V Pedestal Light(s)

The pedestal mounted scene light(s) shall be replaced with new TOMAR 12 Volt Aspire Series ASP-10SW-FF LED light(s).

Top row -Flood. Bottom Row - Flood.

Quantity: 6

Added in Draft#: 3

14.39 Scene Lighting - 12V Brow

A new TOMAR TRX Series 50" LED brow light shall be installed. The light will be installed at the front of the apparatus. The brow light shall be operated by a switch located in the cab.

Combination of flood and spot optics.

Added in Draft#: 3

17 DRIVING & INTERIOR

17.19 Cab Door Seals

The cab door seals shall be replaced with new OEM door seals. The doors shall be adjusted for proper fit after new seals are installed.

17.23 Seat Upholstery

The seat upholstery shall be replaced with a new GREY vinyl material.

Quantity: 6

Bench seating included.

17.27 Seat Belt(s)

The seat belt(s) shall be replaced with new NFPA compliant red seat belt(s) and receivers meeting OEM specifications. If a seat belt monitoring system is to be installed, the appropriate receivers shall be purchased. See notes for quantity.

Quantity: 6

17.46 Warning Stickers

The required safety labels inside the cab and around the apparatus shall be replaced with new.

17.49 Cab Hardware

Broken or missing cab hardware including latches, A/C louvers, clips, hooks, switches, and brackets shall be replaced as necessary.

18 BODY & EQUIPMENT**18.10 Compartment Doors - Hinged**

The compartment doors shall be inspected for proper operation. Doors shall be adjusted and lubricated as necessary. If door stay tabs are wallered out, then the hole in the tab shall be rewelded and a new hole drilled.

18.11 Doors Stays/Gas Shocks

Door stays and/or gas shocks shall be inspected for proper operation. Damaged or non-functioning stays/shocks shall be replaced with new.

18.12 Seals - Hinged

The compartment door seals shall be replaced with new meeting OEM specifications.

18.13 D Ring adjustments

The compartment D Ring handles shall be lubricated and adjusted for proper fit and operation.

18.52 Fill Stations for Cascade System

A new Eagle Space Saver 2-cylinder fill station enclosure shall be provided and installed in a body compartment to be determined. Four new 6000 PSI ISO cascade breathing air cylinders shall be provided and mounted inside a body compartment. A 4-bank fill panel shall be installed in a suitable location. Appropriate hosing and subframe support shall be installed as needed.

18.90 Diamond Plate Cleaning & Polishing

All non-welded exterior aluminum diamond plate shall be removed from the apparatus. The diamond plate shall be chemically cleaned, de-oxidized and machine polished. Upon reinstallation of diamond plate, a new gray seam seal bead shall be applied to prevent water intrusions behind the diamond plate.

19 PAINT & GRAPHICS

19.05 Steam Cleaning Pre-Paint

Prior to body work and prepping, the apparatus shall be completely steam cleaned to remove all debris, dirt, oils, grease and other contaminants.

19.10 Body Work

The cab and body shall be inspected for damage and imperfections. Minor dents, and scratches shall be filled, smoothed and sealed. Minor cracks shall be re welded, ground and sealed. Surface rust shall be treated and sealed. Major body work and corrossions shall be identified and reported to the Purchaser.

19.35 Paint Surface Preparation

Prior to paint preparation, all bolt on components shall be removed including but not limited to; door handles, lighting, bezels, grab rails, steps, trim, front grill, side grills, mirrors, pump panels, diamond plate, hose beds, fenderettes, D rings, rub rails, ladder rack, etc.

19.40 Primer and Preparation

After sanding, the cab and body shall be sealed and a primer coat shall be applied. After priming, the painting surface shall be sanded in preparation for final coat.

19.45 Cab and Body Paint and Polishing

Upon completion of final preparation, the cab and body will be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint will be applied in a minimum of three coats to ensure proper coverage with a high gloss finish. The entire cab and body will be color sanded, buffed and detailed.

19.60 Wheels

The steel wheels shall be machine polished.

19.65 Paint Code(s) and Layout

The Purchaser will provide all paint code(s). If the Purchaser does not have this information, Firetrucks Unlimited will match the existing paint color with an electronic paint matching system. The Purchaser will instruct Firetrucks Unlimited

if the layout is to remain the same, will match a new fleet layout, or if a new design is required. Design work is available for an additional fee.

19.70 Reflective Striping

3M Scotchlite striping will be provided. The stripe will be applied on a minimum of 60% of each side, 60% on the rear, and 40% on the front of the unit. The Scotchlite stripe layout will be specified by the Purchaser. The Purchaser will specify the color of the Scotchlite striping.

19.80 Lettering & Graphics

3M Scotchlite lettering and graphics shall be provided on the cab doors. The Purchaser will provide the original artwork to Firetrucks Unlimited. If the original artwork is not available, Firetrucks Unlimited offers design services for an additional fee. The Purchaser may request lettering and graphics on the body, or aerial billboard for an additional fee.

26 GENERAL

26.01 Re Assembly

Upon completion of mechanical overhaul and paint processes, items previously removed and not specifically addressed in the above statement of work shall be re-installed on the vehicle including: grab rails, rub rails, emergency lighting, DOT lighting, scene lighting, diamond plate, steps, bumpers, tow hooks/eyes, doors, cab interiors, antennas, radios, hose bed, hose bed dividers, reels, monitors, brackets, shelving, ladder rack, hard suction mounts, door handles, door hardware, panels, mirrors, windshields, speakers, air horns, fenderettes, and grills.

26.02 Wash & Detail

Prior to deliver the vehicle, the interior and exterior be cleaned and detailed. The finalization process detailing will include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.

26.08 Warranty

Your refurbished apparatus shall be covered by a 1-year limited warranty for all services outlined in the statement of work. Warranty includes parts and workmanship.

Approved By:		Total:	\$131,869.00
Signature:			
Date:			

Terms and Conditions

Quote dated 12/22/2020

Quote valid for 90 days

Payment terms 50% down, 50% upon completion

Any customer supplied items may be subject to installation charge.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of Final Map No. 11-20, filed by Copper Trails, LLC, for the development of a subdivision entitled Copper Trails Phase 2 Unit 2 involving the proposed division of approximately 16.96 acres of property into 10 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Subject property is located north of the intersection of Copper Street and Mittry Avenue. (APN 001-610-114). The Planning Commission considered this item on January 5, 2021, and took action to forward a recommendation to conditionally approve Final Map 11-20. MR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, Approved Construction Plans, P.C. Action Report, Staff Report, and related correspondence.**
9. Recommended Motion: **Conditionally approve Final Map 11-20 for the Copper Trails Phase 2 Unit 2 subdivision subject to the findings and conditions as recommended by the Planning Commission.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
 1. 13. Council Agenda Distribution: **Copper Trails, LLC
Attn: Luke Fitzgerald
P.O. Box 8070
Reno, NV 89507

Carter Engineering
Attn: Lana Carter
P.O. Box 794
Elko, NV 89803**



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of January 5, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on January 5, 2021 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 11-20, filed by Copper Trails, LLC, for the development of a subdivision entitled Copper Trails Phase 2 Unit 2 involving the proposed division of approximately 16.96 acres of property into 10 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto.

Subject property is located north of the intersection of Copper Street and Mittry Avenue. (APN 001-610-114)

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recommended that the City Council accept, on behalf of the public, the parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication; that the final map substantially complies with the tentative map; that the City Council approve the agreement to install improvements in accordance with the approved construction plans that satisfies the requirements of Title 2, Chapter 3, and conditionally approve Final Map 11-20 with conditions listed in the Staff Report dated December 9, 2020, listed as follows:

Community Development:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Copper Trails Phase 2 Unit 2 is approved for 10 residential lots and 1 remainder lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
9. Conformance with the conditions of approval of the Tentative Map is required.

10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

Engineering:

1. After recordation of the Unit 1 Final Map, verify the parcel number in the Assessor's and Treasurer's certificates.
2. Correct the year in the Planning Commission certificate to 2018.
3. Update the year for most other certificates to 2021.
4. Create an easement for gang boxes.

Public Works:

1. All public improvements at time of development per Elko city code.

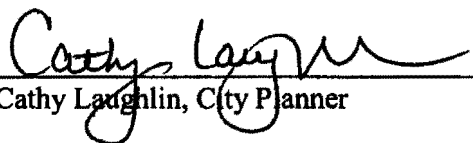
Utilities:

1. Public utility improvements at time of development per approved plans and City code.


Fire:

1. Turnaround area at the north end of Mittry Avenue shall be a minimum of 96 feet in diameter per IFC D103.4

The Planning Commission's findings to support its recommendation are the Final Map for Copper Trails Phase 2 Unit 2 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Map is in conformance with the Tentative Map. The proposed subdivision is in conformance with the Land Use and Transportation Component of the Master Plan. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City Code. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City Code. The Subdivider has submitted plans to the City and State agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City Code. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City Code, have been approved by City Staff. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City Code. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City Code. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), 3-2-17, and 3-8 of City Code.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Michele Rambo, Development Manager (email)
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 1/5

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

Title: Final Map No. 11-20 Copper Trails Phase 2 - Unit 2

Applicant(s): Copper Trails, LLC

Site Location: N of the intersection of Copper St + Mitty Ave.

Current Zoning: R Date Received: 11/24/20 Date Public Notice: N/A

COMMENT: This is for the division of approximately 16.96 acres into
10 lots for residential development and 1 remainder lot within an R
zoning district

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 12/22/20

Recommend conditional approval w/ all
corrections & revisions to the map completed
prior to City Council consideration

SAW

Initial

City Manager: Date: 12/22/20

No comments/concerns, other than map corrections.

CC

Initial



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

CITY OF ELKO STAFF REPORT

REPORT DATE:	December 9, 2020
PLANNING COMMISSION DATE:	January 5, 2021
AGENDA ITEM NUMBER:	II.A.1.
APPLICATION NUMBER:	Final Map 11-20
APPLICANT:	Copper Trails, LLC
PROJECT DESCRIPTION:	Copper Trails Phase 2 Unit 2

A Final Map for the division of approximately 16.96 acres into 10 lots for residential development and 1 remainder lot within an R (Single Family and Multiple Family Residential) zoning district.



STAFF RECOMMENDATION:

RECOMMEND CONDITIONAL APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-610-114

PARCEL SIZE: 16.96 Acres

EXISTING ZONING: (R) Single-Family and Multiple-Family Residential.

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

EXISTING LAND USE: Vacant

BACKGROUND:

1. The Final Map for Copper Trails Phase 2 Unit 2 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Copper Trails Tentative Map.
3. The City Council conditionally approved the Ruby Mountain Peaks Tentative Map.
4. Phasing was shown on the overall Tentative Map, with Phase 2 originally planned to be built out as a whole. However, the applicant is now submitting and recording Phase 2 in smaller portions due to market concerns.
5. The subdivision is located on APN 001-610-114.
6. The proposed subdivision consists of 10 residential lots and a remainder lot for future development.
7. The total subdivided area is approximately 16.69 acres.
8. The proposed density is 6.39 units per acre.
9. Approximately 0.3 acres are offered for dedication for street development.
10. Drainage and utility easements are provided along all lot lines.
11. The property is located north of the intersection of Copper Street and Mittry Avenue.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: General Agriculture (A) / Vacant
- South: Single-Family and Multiple Family Residential (R) / Vacant
- East: General Agriculture (A) / Vacant
- West: Single-Family and Multiple Family Residential (R) / Developed

PROPERTY CHARACTERISTICS:

- The property is an undeveloped residential parcel.
- The site abuts vacant agricultural land to the north and east, vacant residential land to the south, and developed residential land to the west.
- The parcel consists of some significant slopes. The slope has been incorporated into the subdivision design.
- The property will be accessed by Copper Street and Mittry Avenue.

APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-3-7 Final Map Stage (Stage III)
- City of Elko Zoning – Section 3-3-8 Content and Format of Final Map Submittal
- City of Elko Zoning – Section 3-3-9 to 3-3-16 (Inclusive) Subdivision Design Standards
- City of Elko Zoning – Section 3-3-17 to 3-3-22 (Inclusive) Public Improvements/
Guarantees
- City of Elko Zoning – Section 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 Zoning Code
Standards
- City of Elko Zoning – Section 3-8 Flood Plain Management

MASTER PLAN - Land use:

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

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

MASTER PLAN - Transportation:

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

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

ELKO REDEVELOPMENT PLAN:

The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

A small portion of the property is located within the 30-year capture zone for Well #15. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

SECTION 3-3-7 FINAL MAP STAGE (STAGE III):

Pre-submission Requirements (C)(1) – The Final Map is in conformance with the zone requirements.

Pre-submission Requirements (C)(2) – The proposed Final Map conforms to the Tentative Map.

SECTION 3-3-8 CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:

- A. Form and Content – The Final Map conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
 - 1. The Final Map identifies the subdivision and provides its location by section, township, range, and county.
 - 2. The Final Map was prepared by a properly licensed surveyor.
 - 3. The Final Map provides a scale, north arrow, and date of preparation.
- C. Survey Data
 - 1. The boundaries of the subdivision are fully balanced and closed.
 - 2. Any exceptions are noted on the Final Map.
 - 3. The Final Map is tied to a section corner.
 - 4. The location and description of any physical encroachments upon the boundary of the subdivision are noted on the Final Map.
- D. Descriptive Data
 - 1. The name, right-of-way lines, courses, lengths, and widths of all streets and easements are noted on the Final Map.
 - 2. All drainage ways are noted on the Final Map.
 - 3. All utility and public service easements are noted on the Final Map.
 - 4. The location and dimensions of all lots, parcels, and exceptions are shown on the Final Map.
 - 5. All residential lots are numbered consecutively on the Final Map.
 - 6. Other than street dedication, there are no sites dedicated to the public shown on the Final Map.
 - 7. The locations of adjoining subdivisions are noted on the Final Map with required information.
 - 8. There are no deed restrictions proposed.
- E. Dedication and Acknowledgment
 - 1. The owner's certificate has the required dedication information for all easements and right-of-ways.
 - 2. The execution of dedication is acknowledged with space to be certified by a notary public.
- F. Additional Information
 - 1. All centerline monuments for streets are noted as being set on the Final Map.
 - 2. The centerline and width of each right-of-way is noted on the Final Map.
 - 3. The Final Map indicates the location of monuments that will be set to determine the boundaries of the subdivision.
 - 4. The length and bearing of each lot line is identified on the Final Map.
 - 5. The Final Map is not located adjacent to a city boundary.
 - 6. The Final Map identifies the location of the section lines nearest the property.
- G. City to Check
 - 1. Closure calculations have been provided. Civil improvement plans have been approved. Drainage plans have been approved. An engineer's estimate has been provided.

2. The lot closures are within the required tolerances.
- H. Required Certifications
1. The Owner's Certificate is shown on the Final Map.
 2. The Owner's Certificate offers for dedication all right-of-ways shown on the Final Map.
 3. A Clerk Certificate is shown on the Final Map, certifying the signature of the City Council.
 4. The Owner's Certificate offers for dedication all easements shown on the Final Map.
 5. A Surveyor's Certificate is shown on the Final Map and provides the required language.
 6. The City Engineer's Certificate is shown on the Final Map.
 7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
 8. The engineer of record has submitted the Tentative Map and construction plans to the state, but no written approval has been received.
 9. A certificate from the Division of Water Resources is provided on the Final Map with the required language.
 10. The construction plans identify the required water meters for the subdivision.

SECTION 3-3-9 THROUGH 3-3-16 (INCLUSIVE)

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

SECTION 3-3-17 RESPONSIBILITY FOR PUBLIC IMPROVEMENTS

The subdivider shall be responsible for all required improvements in conformance with this section of City code.

SECTION 3-3-18 CONSTRUCTION PLANS

The subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with this section of City code. The plans have been approved by City staff.

SECTION 3-3-19 CONSTRUCTION AND INSPECTION

The subdivider has submitted plans to the city and state agencies for review to receive all permits in accordance with this section of City code.

SECTION 3-3-20 REQUIRED IMPROVEMENTS

The subdivider has submitted civil improvement plans which are in conformance with this section of City code.

Civil improvements include curb, gutter, and sidewalk as well as lighting, USPS gang boxes, paving, and utilities within the right-of-way.

SECTION 3-3-21 AGREEMENT TO INSTALL IMPROVEMENTS

The subdivider will be required to enter into a Performance Agreement to conform to this section of City code.

SECTION 3-3-22 PERFORMANCE AND MAINTENANCE GUARANTEES

The subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with this section of City code.

SECTIONS 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), AND 3-2-17

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

SECTION 3-8 FLOODPLAIN MANAGEMENT:

This parcel is not designated in a Special Flood Hazard Area (SFHA).

FINDINGS

1. The Final Map for Copper Trails Phase 2 Unit 2 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Map is in conformance with the Tentative Map.
3. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive).
5. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City code.
6. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City code.

7. The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City code.
8. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City code, have been approved by City staff.
9. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City code.
10. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City code.
11. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), 3-2-17, and 3-8 of City code.

STAFF RECOMMENDATION/CONDITIONS OF APPROVAL:

Staff recommends this item be **conditionally approved** with the following conditions:

Community Development:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Copper Trails Phase 2 Unit 2 is approved for 10 residential lots and 1 remainder lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
9. Conformance with the conditions of approval of the Tentative Map is required.

10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

Engineering:

1. After recordation of the Unit 1 Final Map, verify the parcel number in the Assessor's and Treasurer's certificates.
2. Correct the year in the Planning Commission certificate to 2018.
3. Update the year for most other certificates to 2021.
4. Create an easement for gang boxes.

Public Works:

1. All public improvements at time of development per Elko city code.

Utilities:

1. Public utility improvements at time of development per approved plans and City code.

Fire:

1. Turnaround area at the north end of Mittry Avenue shall be a minimum of 96 feet in diameter per IFC D103.4



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 28, 2020

Copper Trails, LLC
Attn: Luke Fitzgerald
P.O. Box 8070
Reno, NV 89507
Via Email: elkoluke@gmail.com

Re: Final Map No. 11-20

Dear Applicant/Agent:

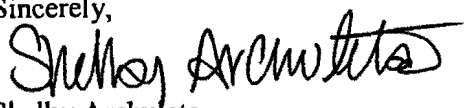
Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/258016149>. You can also dial in using your phone at +1 (224) 501-3412. The Access Code for this meeting is 258-016-149.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,


Shelby Archuleta
Planning Technician

Enclosures

CC: Carter Engineering, Attn: Lana Carter, P.O. Box 794, Elko, NV 89803
Via Email: lanacarter@LIVE.COM



City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210
Facsimile: 775.777.7219

November 30, 2020

Carter Engineering
Attn: Lana Carter
PO Box 794
Elko, NV 89803

Re: Copper Trails Phase 2 Unit 2 Final Map – Incomplete Submittal

Dear Ms. Carter:

The City of Elko has reviewed your Final Map application materials for Copper Trails Phase 2 Unit 2 (submitted November 24, 2020) and has found them to be incomplete. Please address the following issues:

1. Add the applicant name and contact information somewhere on the map (for example, in a note or as part of the title block).
2. A North arrow is needed on Page 1.

Please submit revised plans with these corrections to continue the review process.

Contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

CC: Copper Trails, LLC
2446 Crestview Drive
Elko, NV 89801

City of Elko – File

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



Transmittal Letter

RECEIVED

Date: November 24, 2020

NOV 24 2020

To: Cathy Laughlin, City Planner
City of Elko
1751 College Avenue
Elko, Nevada 89801

From: Lana L. Carter, P.E.
Carter Engineering, LLC

Regarding: Copper Trails Subdivision Phase 2 - Unit 2 Final Map Submittal

Description of Attachments:

1. Application for Final Plat Approval
2. City of Elko Fee \$1025 Check 1757 (10 lots plus on remainder lot)
3. 2 Sets of Signed Construction Plans (24"x36")
4. 1 Set of Construction Plans (8.5"x11")
5. 2 Sets of Signed Final Map (24"x36")
6. 1 Set of Final Map (8.5"x11")
7. 1 copy of lot closure report for all lots
8. 1 copy of the estimate of quantities required to complete the improvements
9. 1 copy of the hydrology report
10. 1 copy of the soils report
11. PDF copy of the entire submittal on a jump drive.

Remarks:

Hello Cathy, Please accept the attached submittal for Copper Trails Phase 2 - Unit 2. Please note that the soils study and hydrology study were previously submitted and approved. Both of these studies included all of Phase 2 (units 1-3) and are attached here for reference. We appreciate everyone's help throughout this process.

Thanks - Lana L Carter

Cc: Luke Fitzgerald, Copper Trails, LLC



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s):	Copper Trails, LLC
MAILING ADDRESS:	P.O. Box 8070, Reno Nevada 89507
PHONE NO (Home):	(Business) 775-303-8492
NAME OF PROPERTY OWNER (If different):	
(Property owner consent in writing must be provided)	
MAILING ADDRESS:	same as above
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):	
ASSESSOR'S PARCEL NO.:	001-610-114 Address Not Addressed
Lot(s), Block(s), & Subdivision	
Or Parcel(s) & File No.	Parcel G File No. 748288 in the office of Elko County Records Office
PROJECT DESCRIPTION OR PURPOSE:	Copper Trails Subdivision Phase 2 Unit 2
APPLICANT'S REPRESENTATIVE OR ENGINEER: Luke Fitzgerald Owner & Lana L Carter, Engineer	

FILING REQUIREMENTS:

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

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

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

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

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

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

By My Signature below:

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

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

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

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

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

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

Applicant / Agent

Luke Fitzgerald

(Please print or type)

Mailing Address

2446 Crestview Drive

Street Address or P.O. Box

Elko, Nevada 89801

City, State, Zip Code

Phone Number:

775-308-8492

Email address:

elkoluke@gmail.com

SIGNATURE:



FOR OFFICE USE ONLY

File No.: 11-20

Date Filed: 11/24/20

Fee Paid:

\$1,025.⁰⁰ CR# 1757

10 lots + 1 remainder = 11 x \$25 = \$275
+ 750
\$1,025

OWNERS CERTIFICATE

I, the undersigned, being the owner of the above described property, do hereby certify that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.

COPPER TRAILS, LLC

BY: ROBERT FITZPATRICK, MANAGING MEMBER

STATE OF NEVADA
COUNTY OF ELKO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, a Notary Public in and for the State of Nevada, on this 11th day of May, 2011.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed Surveyor in the State of Nevada, do hereby certify that the above described property is situated within the boundaries of the Elko National Forest, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.

ROBERT E. HANLEY, P.L.S., SURV.
NOTARY PUBLIC

CITY ENGINEER'S REPRESENTATIVE OF
I, the undersigned, being the City Engineer of the City of Elko, do hereby certify that the above described property is situated within the boundaries of the Elko National Forest, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.

APPROVAL - CITY OF ELKO PLANNING
I, the undersigned, being the City Engineer of the City of Elko, do hereby certify that the above described property is situated within the boundaries of the Elko National Forest, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.

APPROVAL - CITY OF ELKO
CITY COUNCIL

APPROVAL - CITY OF ELKO
CITY COUNCIL

APPROVAL - CITY OF ELKO
CITY COUNCIL

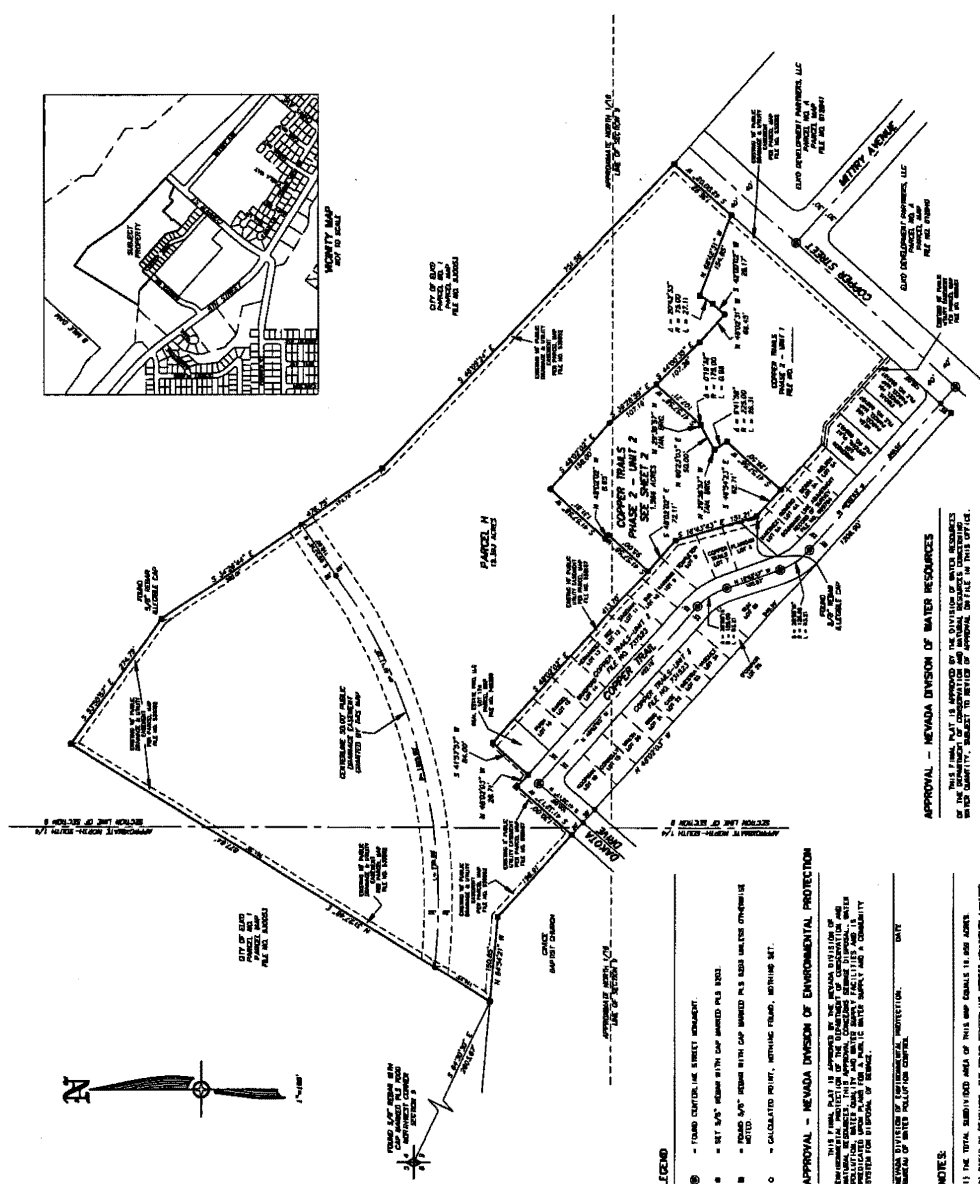
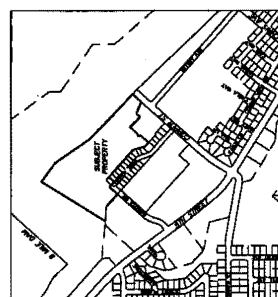
APPROVAL - CITY OF ELKO
CITY COUNCIL

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APPROVAL - CITY OF ELKO
CITY COUNCIL

APPROVAL - CITY OF ELKO
CITY COUNCIL

APPROVAL - CITY OF ELKO
CITY COUNCIL



LEGEND

- 1. - ROAD CENTERLINE STREET WIDENING
- 2. - SET BACK FROM WITHIN CAP SHOWN PLS. SET
- 3. - ROAD W/IN WITHIN CAP SHOWN PLS. SET
- 4. - CALCULATED POINT, WITHIN SET

APPROVAL - NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

I, the undersigned, being the Nevada Division of Environmental Protection, do hereby certify that the above described property is situated within the boundaries of the Elko National Forest, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

DATE

NOTES

- 1) THE TOTAL SURVEYED AREA OF THIS MAP IS 10.00 ACRES.
- 2) THE TOTAL SURVEYED AREA OF THIS MAP IS 10.00 ACRES.
- 3) THE TOTAL SURVEYED AREA OF THIS MAP IS 10.00 ACRES.
- 4) THE TOTAL SURVEYED AREA OF THIS MAP IS 10.00 ACRES.
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- 9) THE TOTAL SURVEYED AREA OF THIS MAP IS 10.00 ACRES.
- 10) THE TOTAL SURVEYED AREA OF THIS MAP IS 10.00 ACRES.

PLANNING DATA

FILE NO. _____
FILED AT THE OFFICE OF _____
DATE _____
TIME _____
BY _____
CITY OF ELKO

APPROVAL - PUBLIC UTILITIES

THE PUBLIC UTILITY COMMISSION, BEING THE NEVADA PUBLIC UTILITY COMMISSION, DO HEREBY APPROVE THE PROPOSED PROJECT, AND THE NEVADA PUBLIC UTILITY COMMISSION, BEING THE NEVADA PUBLIC UTILITY COMMISSION, DO HEREBY APPROVE THE PROPOSED PROJECT, AND THE NEVADA PUBLIC UTILITY COMMISSION, BEING THE NEVADA PUBLIC UTILITY COMMISSION, DO HEREBY APPROVE THE PROPOSED PROJECT.

COUNTY ASSESSOR'S CERTIFICATE

I, the undersigned, being the County Assessor of the County of Elko, do hereby certify that the above described property is situated within the boundaries of the Elko National Forest, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, being the County Treasurer of the County of Elko, do hereby certify that the above described property is situated within the boundaries of the Elko National Forest, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS, and that the same is being offered for sale to the public in accordance with the provisions of the Nevada Public Utility Act, Chapter 289, NRS.



FINAL MAP

COPPER TRAILS PHASE 2 - UNIT 2

NE 1/4 NW 1/4 NW 1/4 NE 1/4 OF SECTION 9
 TOWNSHIP 34 NORTH RANGE 55 EAST ACRES 4.00
 CITY OF CLARK, NEVADA

220074

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept the 2021 Planning Commission Work Program, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered a draft 2021 Work Program at their meeting January 5, 2021. They took action to approve the Work Program and forward it to Council for acceptance. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **2021 Planning Commission Work Program**
9. Recommended Motion: **Accept the 2021 Planning Commission Work Program**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution:

Elko Planning Commission 2021 Work Program

<u>ITEM</u>	<u>START DATE</u>	<u>PROJECTED COMPLETION</u>	<u>ACTUAL COMPLETION</u>
* Repeal and Replace Sign Ordinance	Feb-19	Oct-21	
* Review Zoning for RMH districts, revise map	April 2019	Sep-21	
* Revise P & Z applications / Zoning Code Amendment to reflect changes	October 2017	Aug-21	
* Master Plan Amendment for misc. revisions	Nov-20	on going	
* Revisions to 3-2-21 Amendments	Dec-20	Apr-21	
* Revisions to 3-3 Divisions of Land; clarifications needed			
ONGOING PROJECTS			
Planning Commission training (General conduct, Ethics, NRS, Open meeting law)			

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Copper Trails Phase 2 Unit 2 Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Performance/Maintenance Agreement**
9. Recommended Motion: **Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Copper Trails Phase 2 Unit 2 subdivision and require that the developer enter into the agreement within 30 days.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Copper Trails, LLC
Attn: Luke Fitzgerald
P.O. Box 8070
Reno, NV 89507

Carter Engineering
Attn: Lana Carter
P.O. Box 794
Elko, NV 89803**

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 12th day of January, 2021, by and between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **Copper Trails, LLC**, a Nevada Limited Liability Company, hereinafter referred to as "**Developer**."

RECITALS

- A. WHEREAS, Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Copper Trails Phase 2 Unit 2**, into ten (10) residential and one (1) remainder lot by means of a subdivision map, identified by the **City** as Final Map No. 11-20;
- B. WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320(1)) enter into an Agreement to Install Improvements;
- C. WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements is expected to be in the amount of **One Hundred, Eighty Thousand, Five Hundred Ninety-Two Dollars, and 35 Cents (\$180,592.35)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. WHEREAS**, the Developer intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the City (attached as **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the City;
- F. WHEREAS**, the **City** approved the Final Map on January 12, 2021;
- G. WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the City a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the City. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **Eighteen Thousand, Fifty-Nine Dollars and Twenty-Four Cents (\$18,059.24)** (hereinafter referred to as the "Maintenance Guaranty");
- H. WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

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

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** **Developer** agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (requiring the improvements to be completed to the satisfaction of the City) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and **Developer** shall pay or cause to be paid all claims for labor and materials used to perform the **Work**. During the construction of the subdivision improvements, the **Developer** may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC Sections 3-3-21(A)(3)(b) and 3-3-22.

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

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

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

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

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

C. MAINTENANCE PERIOD. Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Eighteen Thousand, Fifty-Nine Dollars and Twenty-Four Cents (\$18,059.24)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

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

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The **Developer** has completed the **Work** as required under the Agreement, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

E. EFFECTIVE DATE. The Effective Date of this Agreement shall be January 12, 2021, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

F. TERM. The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

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

(1) COMPLIANCE WITH CITY CODE. **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) STANDARDS. The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) PRECONSTRUCTION CONFERENCE. Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) AS-BUILT PLANS. **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) SUBDIVISION CONDITIONS. **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) ENGINEER'S CERTIFICATE. Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

H. FINAL COMPLETION AND ACCEPTANCE OF WORK. Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the

conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**).

Developer shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements contained in this Agreement, to include compliance with the standard construction specifications of the **City**.

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

2. GENERAL TERMS AND CONDITIONS.

- A. WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

- E. NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Luke Fitzgerald, Copper Trails, LLC, P.O. Box 8070, Reno, Nevada 89507.
- F. CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE. Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

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

Q. PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK. **Developer** acknowledges that posting a performance guaranty for the remaining **Work** does not constitute acceptance of the subdivision improvements by the **City**. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate **City** departments.

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

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER – Copper Trails, LLC

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

Estimate for Copper Trails Phase 2, Unit 1
 November 24th, 2020
 10 Lots

Carter Engineering, LLC
Civil Engineering
 P. O. Box 794
 Elko, Nevada 89803
 775-397-2531



ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Unclassified Excavation	CY	0	\$ 6.00	\$ 0.00
2	Unclassified Embankment	CY	0	\$ 10.00	\$ 0.00
3	Saw Cut	LF	37	\$ 5.00	\$ 185.00
4	Type 1 Curb & Gutter	LF	525	\$ 26.00	\$ 13,650.00
5	Sidewalk	SF	2,100	\$ 10.00	\$ 21,000.00
6	3-inch A.C.	SF	9,700	\$ 2.50	\$ 24,250.00
7	9-Inch Type 2, Class B Agg. Base	SF	9,700	\$ 1.00	\$ 9,700.00
8	Seal Coat	SY	1,078	\$ 0.50	\$ 539.00
9	9-Inch Gravel Turn Around	SF	6,723	\$ 1.00	\$ 6,723.00
10	1" Water Service	EA	10	\$ 500.00	\$ 5,000.00
11	1" Water Service Connection	EA	10	\$ 500.00	\$ 5,000.00
12	1" Water Service Meter	EA	10	\$ 1,000.00	\$ 10,000.00
13	10" Water Line	LF	271	\$ 65.00	\$ 17,615.00
14	10" Valve	EA	1	\$ 4,000.00	\$ 4,000.00
15	Temporary Flush Assembly	EA	1	\$ 4,000.00	\$ 4,000.00
16	10" 22.5° Bend	EA	1	\$ 800.00	\$ 800.00
17	Fire Hydrant Assembly	EA	1	\$ 5,000.00	\$ 5,000.00
18	12" SDR-35 Sanitary Sewer	LF	261	\$ 45.00	\$ 11,745.00
19	Sanitary Sewer Cleanout	EA	1	\$ 1,000.00	\$ 1,000.00
20	Sanitary Sewer Manhole	EA	1	\$ 4,500.00	\$ 4,500.00
21	Sanitary Sewer Services	EA	12	\$ 1,000.00	\$ 12,000.00
22	Street Monuments	EA	1	\$ 1,000.00	\$ 1,000.00
Subtotal					\$ 157,707.00
5% Contingency					\$ 7,885.35
Testing					\$ 5,000.00
Surveying					\$ 5,000.00
Asbuilt & Certification					\$ 5,000.00
Grand Total					\$ 180,592.35

Note: Earthwork for Phase 2, Units 1-3 was included on the estimate for Unit 1, (37,380 cy excavation and 21,565 cy embankment)

RECEIVED

NOV 24 2020

EXHIBIT B

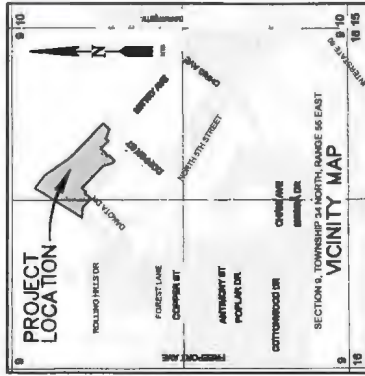
COPPER TRAILS PHASE 2 - UNIT 2

SINGLE FAMILY RESIDENTIAL SUBDIVISION

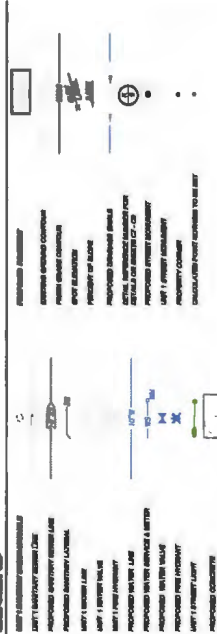
SITE IMPROVEMENT CIVIL CONSTRUCTION PLANS

PROJECT INFORMATION

1. SINGLE FAMILY AND MULTIPLE FAMILY RESIDENTIAL DISTRICT.
2. APP. 400-410-114
3. THE CITY OF ELKO, NEVADA, IS OF THE OPINION THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, ZONING ORDINANCE.
4. TOTAL AREA, PARCEL AREA IS 18.889 ACRES. TOTAL AREA OF PARCEL 2 UNIT 3 IS 1.500 ACRES.
5. 19 LOTS TOTAL WITH ONE REMAINDER LOT.
6. NO DEED RESTRICTIONS.
7. NO ADDRESSES ASSIGNED TO THE PARCEL.
8. PARCELS TO BE SUBDIVIDED IS LOCATED IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 96 EAST, COUNTY OF ELKO, NEVADA.
9. THE PROJECT IS LOCATED IN THE FOLLOWING UTILITY COMPANIES:
 - ELKO WATER, WATER, SEWER & STORM DRAIN
 - ELKO GAS, NATURAL GAS
 - ELKO POWER, ELECTRICITY
 - ELKO TELECOM, TELEPHONE AND TELEVISION
 - ELKO SANITATION, WASTE DISPOSAL
10. THIS PROPERTY IS LOCATED IN ZONE 3 (AREA OF MINIMAL FLOOD HAZARD) PER FEMA FIRM MAP 30070D000E EFFECTIVE 8-4-13.
11. TOTAL GROUND COVER: PARCEL 2 1.500 ACRES
TOTAL RIGHT OF WAY AVAILABLE OFFERED FOR DEDICATION 0.800 ACRES
TOTAL NET ACRES 1.200 ACRES
12. IN ADDITION TO THE EASEMENTS BOWN A T S WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IS PROVIDED ALONG ALL STREET FRONT PROPERTY LINES. THE PROJECT SHALL BE LOCATED IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, ZONING ORDINANCE. THE PROJECT IS PROVIDED ALONG ALL SIDE AND REAR LOT LINES.
13. PLATINUM DRIVE TO BE LOCAL RESIDENTIAL STREET.



LEGEND



PROJECT SPECIFICATIONS:

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, ZONING ORDINANCE AND THE CITY OF ELKO, NEVADA, SUBDIVISION MAP ACT. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, ZONING ORDINANCE AND THE CITY OF ELKO, NEVADA, SUBDIVISION MAP ACT. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ELKO, NEVADA, ZONING ORDINANCE AND THE CITY OF ELKO, NEVADA, SUBDIVISION MAP ACT.
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ABBREVIATIONS:

A/C	ASPHALT CONCRETE	RT	RIGHT OF WAY
B/C	BASE COURSE	LT	LEFT TURN
C/C	CONCRETE	RT	RIGHT TURN
D/C	DRAINAGE	RT	RIGHT TURN
E/C	ELECTRICITY	RT	RIGHT TURN
F/C	FIRE FIGHTING	RT	RIGHT TURN
G/C	GAS	RT	RIGHT TURN
H/C	HAZARDOUS WASTE	RT	RIGHT TURN
I/C	INDUSTRIAL	RT	RIGHT TURN
J/C	JOB	RT	RIGHT TURN
K/C	KITCHEN	RT	RIGHT TURN
L/C	LANDSCAPE	RT	RIGHT TURN
M/C	MATERIAL	RT	RIGHT TURN
N/C	NATURAL	RT	RIGHT TURN
O/C	OVERHEAD	RT	RIGHT TURN
P/C	PAVING	RT	RIGHT TURN
Q/C	QUICK	RT	RIGHT TURN
R/C	REINFORCED	RT	RIGHT TURN
S/C	SEWER	RT	RIGHT TURN
T/C	TELEPHONE	RT	RIGHT TURN
U/C	UTILITY	RT	RIGHT TURN
V/C	VEHICLE	RT	RIGHT TURN
W/C	WATER	RT	RIGHT TURN
X/C	EXHAUST	RT	RIGHT TURN
Y/C	YARD	RT	RIGHT TURN
Z/C	ZONE	RT	RIGHT TURN

PROJECT CONTACTS

OWNER-DEVELOPER	CML ENGINEER
COPPER TRAILS, LLC	CARTER ENGINEERING, LLC
1000 N. RAILROAD STREET, SUITE 402	ELKO, NEVADA 89601
CONTACT: ROBERT FITZGERALD	CONTACT: LANA L. CARTER, P.E.
(775) 397-2831	(775) 397-2831
EMAIL: robert@cmleng.com	EMAIL: lana@cmleng.com
LAND SURVEYOR	GEOTECHNICAL ENGINEER
LAND SURVEYING, LLC	BLANK ENGINEERING
601 DAKOTA STREET	ELKO, NEVADA 89601
CONTACT: ROBERT MOREY, P.L.S.	CONTACT: MICHAEL E. SHAMBER, P.E.
(775) 754-4053	(775) 754-4053
EMAIL: robert@landsurvey.com	EMAIL: michael@blankeng.com



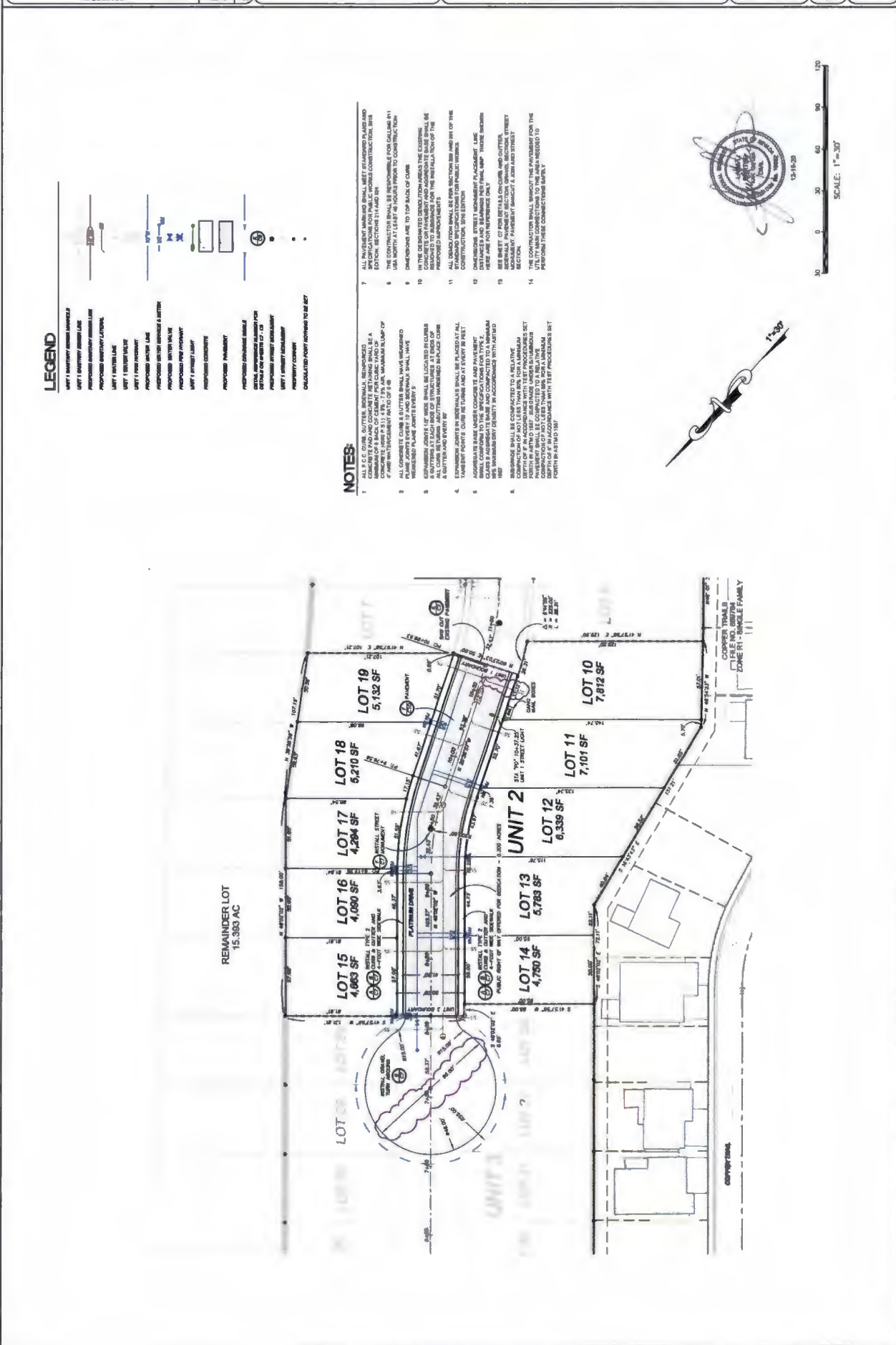
Carter Engineering, LLC
P.O. Box 704
Elko, Nevada 89603
775-397-2531

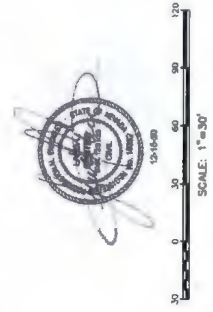
APPROVED
ENGINEERING DEPARTMENT
10/15/2020

APPROVED
CITY OF ELKO, NEVADA
12/15/2020

COPPER TRAILS PHASE 2 - UNIT 2
TITLE SHEET AND
SITE SPECIFICATIONS
ELKO, NEVADA

DESIGN BY	LLC
CHECKED BY	LLC
DATE	12-15-20
DWG NO.	2020-17
SCALE	N/A
SHEET	C1
OF	9



[illegible]

SANITARY SEWER NOTES:

1. ALL WIRE LEADS SHALL BE IDENTICAL P.V.C
2. SEE SHEET C15 FOR DETAILS OF BATTERY ANSWER MARKER. LATERAL CONNECTION AND FREQUENCY DETAIL. (SEE ANSWER PAGE)
3. IN NO CASE SHALL A LATERAL CONNECT TO THE BATTERY LEAD DIRECTLY ON THE TOP OF THE PIPE
4. SEVERAL LATERALS TO BE 6" AND SHALL HAVE A MINIMUM LENGTH OF 75' FOR 100-SECT
5. EXPOSE EXISTING BATTERY LEVER LINE AT CONNECTION POINT AND CALL OUT TO THE FIELD FOR IDENTIFICATION PRIOR TO THE INSTALLATION OF ANY BATTERY LEAD
6. SEE SHEET 13 FOR CONJUNCTION CROSSING SEPARATION DETAIL 5. MINIMUM SEPARATION IS 8 FEET
7. BATTERY ANSWER FREQUENCY DETAIL ON SHEET C17
8. POWER PLANS ARE COMPLIANCE WITH IAC 75.46 AND MAC 604.0000 (THROUGH MAC 604.171)

COPPER TRAILS, LLC
COPPER TRAILS PHASE 2 - UNIT 2
SANITARY SEWER PLAN
ELKO, NEVADA

DESIGN BY LLC	SCALE	SHEET	C5	OF 9
CHECKED BY LLC	HORIZ. 1'-5/8"			
DRAWN BY LLC	VERT. N/A			
DATE 12-15-20				
JOB NO. 01-2018				
DWG NO. 2018-17				

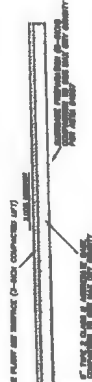
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AND GUTTER NOTES:

[illegible]

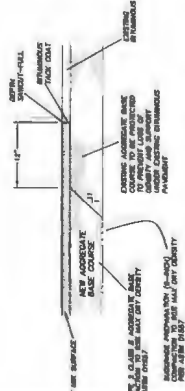
CURB AND GUTTER



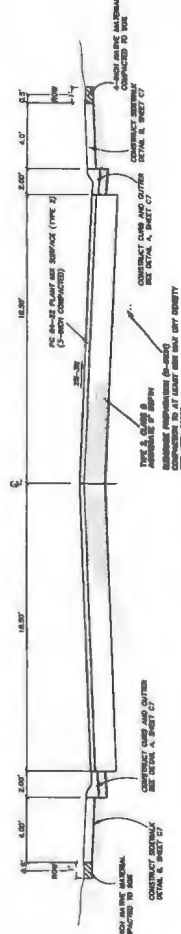
ASPHALT PAVEMENT SECTION
PLATINUM DRIVE



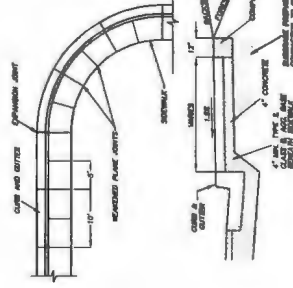
**GRAVEL SECTION
FOR GRAVEL TURN AROUND**



PAYMENT SAW CUT AND JOINT



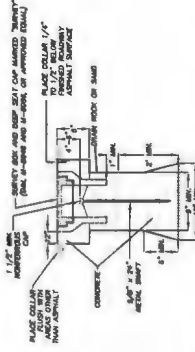
**TYPICAL ROADWAY SECTION
PLATINUM DR.**

**SIDEWALK NOTES:**[illegible]

P.C.C. SIDEWALK



GRAVEL SECTION
FOR GRAVEL TURN AROUND



NOTES

1. FEROUS METAL OVER HORIZONTAL FOR RECOVERY BY DR. NEEDLE OR MAGNETIC METHOD IN CAP.
2. 1 1/2" MIN. NONFERROUS CAP WITH PROFESSIONAL LAND SURVEYOR NO. PERMANENTLY ATTACHED PRIOR TO PLACEMENT.

15-7-85
1. SOME CONCRETE COLLAR AT WEST BRIDGE FOR BRIDGE U-15
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97. BRIDGE U-15
98. BRIDGE U-15
99. BRIDGE U-15
100. BRIDGE U-15

CLASS A MONUMENT



12-11-21

REV	DATE	DESCRIPTION
1	12-9-20	CITY OF ELKO PLAN CHECK, LITTER DATED 12-9-20

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Golf Management Concessionaire Agreement between the City of Elko and TDS at Ruby View, LLC d.b.a. Duncan Golf Management, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the City of Elko to enter into a Cooperative Agreement with the Nevada Department of Transportation (NDOT) for the purpose of providing each other with project services related to respective stormwater programs, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko's Small MS4 permit encourages that jurisdictions work together and/or assist each other with their stormwater programs. Since the stormwater management responsibilities of the City of Elko and NDOT are fairly intertwined, the City and NDOT have entered into cooperative agreements in the past. The latest of these agreements expired in 2019, with no new agreement in 2020 due to COVID-19. In the past, these agreements have been used predominantly for assistance with public educational programs and have not resulted in any significant expenses. MR**
6. Budget Information:

Appropriation Required: \$0-\$30,000 over 3 years
Budget amount available: \$30,000 over 3 years
Fund name: Fund used will vary depending on need and type of activity
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of the proposed Cooperative Agreement between the City of Elko and the Nevada Department of Transportation.**
9. Recommended Motion: **Approval for the City of Elko to enter into the Cooperative Agreement with the Nevada Department of Transportation.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **James Murphy**
NDOT Environmental Division
JMurphy@dot.nv.gov

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and City of Elko, 1751 College Avenue, Elko, Nevada 89801, hereinafter called the "ORGANIZATION".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to partner in the implementation of Municipal Separate Storm Sewer Systems Permit Stormwater Management Program elements, hereinafter called the "PROJECT"; and

WHEREAS, the partnering services to be provided by the ORGANIZATION will be of benefit to the DEPARTMENT, the ORGANIZATION, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - ORGANIZATION AGREES

1. To provide the DEPARTMENT with PROJECT services.
2. To reimburse the DEPARTMENT, within thirty (30) calendar days after receipt of the DEPARTMENT's invoice, for one half the portion of the PROJECT costs, estimated to be Ten Thousand and No/100 Dollars (\$10,000.00) per State fiscal year for a total PROJECT cost estimated to be Thirty Thousand and No/100 Dollars (\$30,000.00).
3. To invoice each individual PROJECT services task separately.
4. During the performance of this Agreement, the ORGANIZATION, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The ORGANIZATION shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The ORGANIZATION, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ORGANIZATION shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the ORGANIZATION for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ORGANIZATION of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.

d. Information and Reports: The ORGANIZATION shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the ORGANIZATION is in the exclusive possession of another who fails or refuses to furnish this information, the ORGANIZATION shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the ORGANIZATION's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, limited to:

1. Withholding of payments to the ORGANIZATION under this Agreement until the ORGANIZATION complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FHWA.

g. Incorporation of Provisions: The ORGANIZATION will include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The ORGANIZATION will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the ORGANIZATION becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the ORGANIZATION may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the ORGANIZATION may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To provide the ORGANIZATION with PROJECT services.
2. To fund fifty percent (50%) of the PROJECT with State funds, estimated to be and not to exceed Ten Thousand and No/100 Dollars (\$10,000.00) per State fiscal year for a total PROJECT cost estimated to be Thirty Thousand and No/100 Dollars (\$30,000.00).
3. To provide ORGANIZATION with a separate invoice for each PROJECT services task.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2023.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the ORGANIZATION performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the ORGANIZATION shall forfeit any and all right to payment for such work.

4. The ORGANIZATION, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the ORGANIZATION's provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The ORGANIZATION shall not rely upon any oral or written representations absent a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

7. The ORGANIZATION shall not proceed with said work until a copy of this fully executed Agreement is received. If the ORGANIZATION does commence said work prior to receiving a copy of this fully executed Agreement, the ORGANIZATION shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the ORGANIZATION shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the receipt of the fully executed Agreement. In the event the ORGANIZATION violates the provisions of this Section, it waives any and all claims and damages against the DEPARTMENT, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: James D. Murphy
Nevada Department of Transportation
Division: Environmental
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775)-888-7889
Fax: (775)-888-7293
Email: jmurphy@dot.nv.gov

FOR ORGANIZATION:

Michele Rambo
City of Elko
1751 College Avenue
Elko, Nevada 89801
Phone: (775)-777-7217
Email: mrambo@elkocitynv.gov

10. The ORGANIZATION will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of the ORGANIZATION and the DEPARTMENT. The ORGANIZATION will ensure any subconsultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both the ORGANIZATION and the DEPARTMENT. The ORGANIZATION shall not utilize (and shall ensure any subconsultant will not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The ORGANIZATION (and any subconsultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this

Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

11. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

13. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Liability of both parties arising under this Agreement shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

14. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

15. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this

Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

19. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

26. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

27. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

28. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

29. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Nevada Attorney General.

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

ORGANIZATION

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

Deputy Attorney General

Approved as to Form:

Attorney

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Grant, Bargain and Sale Deed and Contract of Purchase and Sale between Howard R. Wright and Alfred Montes De Oca and the City of Elko, for the sale and purchase of a parcel of land consisting of approximately 4.45 acres referred to as APN 001-710-049 in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **This parcel would be purchased by the City of Elko with the intention of extending the HARP Trail to the new sports complex. CL**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant, Bargain and Sale Deed, Contract of Purchase and Sale and Legal Description Exhibit**
9. Recommended Motion: **Move to approve the Grant Bargain and Sale Deed and Contract of Purchase Sale between Howard R. Wright and Alfred Montes De Oca and the City of Elko.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution:

APN: 001-710-049

Recording Requested By
and Return to:

City of Elko
Attn: City Planner
1751 College Avenue
Elko, Nevada 89801

The undersigned affirms that
this document does not contain
a social security number.

Grantors' Mailing Addresses:

D'Anne L. Wright,
Attorney-in-Fact for
Howard R. Wright
P.O. Box 908
Carlin, Nevada 89822

Alfred Montes de Oca
P.O. Box 878
Carlin, Nevada 89822

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made and entered into this ____ day of _____,
2021, by and between **HOWARD R. WRIGHT** and **ALFRED MONTES DE OCA**,
hereinafter called "Grantors," and the **CITY OF ELKO**, a municipal corporation and body
politic within the County of Elko, State of Nevada, hereinafter called "Grantee."

WITNESSETH:

FOR VALUABLE CONSIDERATION RECEIVED, Grantors do hereby grant,
bargain, sell and convey unto the said Grantee, and to its successors and assigns, forever, all
that certain lot, piece, or parcel of land situate, lying and being in the City of Elko, County of
Elko, State of Nevada, consisting of 4.455 acres, more or less, and described at **Exhibit 1**
hereto (entitled "Legal Description"),

SUBJECT to any and all exceptions, reservations, restrictions, restrictive covenants, liens, encumbrances, assessments, easements, rights and rights-of-way existing or of record.

TOGETHER WITH all and singular tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Grantee, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have executed this Deed the day and year first herein above written.

GRANTORS:

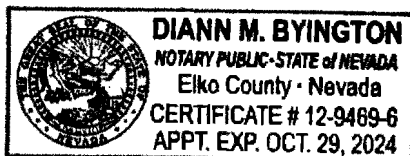
*D'Anne L. Wright
attorney-in-fact for
Howard R. Wright*

**D'ANNE L. WRIGHT,
ATTORNEY-IN-FACT FOR HOWARD R.
WRIGHT**

Alfred Montes De Oca
ALFRED MONTES DE OCA

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

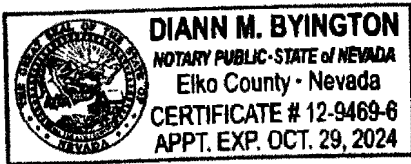
This instrument was acknowledged before me on the 6th day of January, 2021, by D'ANNE L. WRIGHT, ATTORNEY-IN-FACT FOR HOWARD R. WRIGHT.



Diann M. Byington
NOTARY PUBLIC

STATE OF NEVADA)
)
COUNTY OF ELKO) ss.

This instrument was acknowledged before me on the 6th day of January, 2021, by ALFRED MONTES DE OCA.



Diann M. Byington
NOTARY PUBLIC

CONTRACT OF PURCHASE AND SALE OF
FRONT STREET FLOODWAY PARCEL

THIS CONTRACT made and entered into in duplicate this ____ day of _____ 2021, (the "Effective Date") by and between ALFRED MONTES DE OCA and HOWARD R. WRIGHT ("SELLERS") and the **CITY OF ELKO, NEVADA, a municipal corporation and political subdivision of the State of Nevada** ("BUYER").

RECITALS

WHEREAS, SELLERS desires to sell and BUYER desires to purchase the real property located north of West Front Street and East of Errecart Boulevard, Elko, Nevada, Assessor's Parcel Number 001-710-049 (the "Property");

WHEREAS, the Property consists of a 193,842 square feet (4.45 acre) vacant parcel located north of West Front Street and east of Errecart Boulevard in the City of Elko, Elko County, Nevada. A legal description of the Property is attached at **Exhibit 1**;

WHEREAS, the parties intend that the BUYER shall receive title to the Property by Nevada Grant, Bargain and Sale Deed after approval by the Elko City Council and upon cash payment in the amount of **SEVENTEEN THOUSAND, EIGHT DOLLARS AND NO CENTS (\$17,800.00)** at the time of Closing;

WHEREAS, on or about June 25, 2015, HOWARD R. WRIGHT, one of the SELLERS, executed a Property Power of Attorney appointing his wife, D'ANNE L. WRIGHT, as his Attorney-in-Fact and to represent him "in negotiations for the sale, lease or other transfer of [his] real property rights and interests and to execute, acknowledge and deliver contracts of sale, lease agreements, escrow instructions, and other documents required to sell (with or without covenants), exchange, option, lease, sublease, partition, subdivide, rezone, surrender or otherwise transfer an interest or right in real property on [his] behalf;"

WHEREAS, the aforementioned Property Power of Attorney is now in effect and, accordingly, D'ANNE L. WRIGHT has the authority to sign this Contract on behalf of HOWARD R. WRIGHT;

WHEREAS, the SELLERS have executed this Contract and a corresponding Grant, Bargain and Sale Deed prior to approval by the City Council; however, the SELLERS understand that the City Council may, in its sole discretion, disapprove this Contract and the transaction contemplated herein, and that this Contract shall not be binding upon the City

until it has been approved by the City Council, signed by the Mayor and attested to by the City Clerk;

WHEREAS, in the event the City Council disapproves this Contract, the Grant, Bargain and Sale Deed referenced in the previous Recital will be returned unrecorded to the SELLERS;

WHEREAS, BUYER has inspected the Property and has determined that it is satisfactory for its intended purposes;

NOW, THEREFORE, in consideration of the Recitals contained above and for the conditions and covenants hereinafter contained, the parties hereto agree as follows:

AGREEMENT

I.

SALE OF PROPERTY

The SELLERS agree to sell to the BUYER and the BUYER agrees to purchase from the SELLERS, free and clear of all liens, liabilities and encumbrances, subject to the terms and conditions set forth in this Contract, the Property, to include any improvements thereon, commonly known as Assessor's Parcel Number (APN) 001-710-049, Elko, Nevada, more particularly described in the Recitals of this Contract, *supra*.

II.

PURCHASE PRICE

The BUYER shall pay to the SELLER, in full, in exchange for the purchase of the Property, subject to the terms and conditions contained herein, the sum of **SEVENTEEN THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS (\$17,800.00)** (hereinafter the "Purchase Price"), payable by the BUYER to SELLERS only in lawful money of the United States of America in cash at Closing.

III.

TITLE TO PROPERTY

- A. The SELLERS shall retain legal title to the Property until Closing. At Closing, SELLERS shall cause legal title to the Property, free and clear of

liens and encumbrances, to be conveyed to BUYER, save and except for (1) such reservations, restrictions, restrictive covenants, easements, and rights-of-way as are reflected in the preliminary title report, to be given pursuant to this Contract, which are approved by the BUYER prior to Closing as being acceptable to BUYER or which are accepted by BUYER pursuant to Subparagraph III.B, below; (2) accruing taxes which are a lien but not yet due and payable (except as otherwise provided herein) at the close of sale; and (3) the terms, exceptions, exclusions and provisions of a standard owner's title policy. Until such time as SELLERS have caused legal title to the Property to be conveyed to BUYER, SELLERS shall not sell, convey, transfer, assign or encumber the Property in any manner, and any act of the SELLERS inconsistent with this requirement shall be deemed a default by SELLERS.

- B. Upon signing this Contract, BUYER may, at BUYER'S expense, obtain a preliminary title report covering the Property. After receipt of the preliminary title report, BUYER shall have **ten (10) business days** to approve or object to any exception listed in the preliminary title report (the foregoing ten-day period is hereinafter referred to as the "Title Due Diligence Period"). If at the expiration of the Title Due Diligence Period BUYER does not object to title to the Property in the manner set forth below, the title to the Property as shown in the preliminary title report shall be deemed accepted. Objection by the BUYER shall be deemed sufficiently given if sent by letter to SELLERS. Each objection to a title matter in the preliminary title report shall clearly identify the exception or the part of the exception to which the objection applies. The date of mailing is deemed the date of giving such notice. Approval and acceptance of title by BUYER shall be conditioned upon the condition that title of the same quality and nature as that approved, shall be conveyed to and vested in BUYER at Closing.
- C. In the event BUYER timely notifies SELLERS of its objection(s) to any item listed as an exception in the preliminary title report, SELLERS shall have the right, but not the obligation, to cure the title objection(s). SELLERS shall inform BUYER in writing not later than **ten (10) business days** after receipt of BUYER'S title objection(s) whether SELLERS shall cure such objection(s), by delivering to the BUYER a Notice of Intent to Cure. The SELLERS' Notice of Intent to Cure shall be deemed sufficiently given if sent by letter to BUYER. The date of mailing is deemed the date of giving the Notice of Intent to Cure. Unless otherwise expressly stated in this Contract, SELLERS' failure to timely deliver a Notice of Intent to Cure shall be deemed SELLERS' election not to cure the title objection(s). BUYER'S election not to object to an exception in the preliminary title report prior to the expiration of the Title Due

Diligence period shall be deemed BUYER's waiver of any objections to title to the Property.

- D. In the event SELLERS do not deliver to BUYER a Notice of Intent to Cure following BUYER'S title objections given in the manner set forth above, then BUYER may terminate this Contract by giving written Notice of Termination to SELLERS by mail, email or facsimile no less than **ten (10) business days** following delivery of BUYER'S title objections to SELLERS, whereupon BUYER shall have no further obligation hereunder, except for all obligations of BUYER which by their express terms or nature are to survive a termination of this Contract. If BUYER timely and properly terminates this Contract by giving written Notice of Termination to SELLERS, SELLERS and BUYER shall each pay half of the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Section III.D, then the condition of title to the Property as stated in the preliminary title report shall be deemed satisfactory to BUYER.

IV.

POSSESSION

BUYER shall have possession of the Property upon Closing.

V.

DUTY TO MAINTAIN PROPERTY

Until the time the Purchase Price is paid in full, SELLERS agree to keep the Property in substantially the same condition, excepting reasonable wear and tear. SELLERS will not make any additions to the Property without the BUYER'S prior written consent.

VI.

ACKNOWLEDGMENT

BUYER shall have the opportunity to inspect the Property prior to the close of sale. BUYER acknowledges and agrees that the same is being sold in its present condition and state of repair. BUYER further acknowledges that it is responsible for all taxes, utilities and other expenses related to maintenance of the Property after Closing.

VII.

ESCROW

The SELLERS and BUYER shall open an escrow, within **ten (10) business days** following the Effective Date, with Stewart Title in Elko, Nevada. Upon execution of this Contract by the parties, the SELLERS and BUYER shall execute escrow instructions to be delivered to said escrow agent to carry out the terms hereof and close this sale. SELLERS and BUYER shall thereafter, respectively, execute, pay, deliver and deposit in escrow all documents and payments necessary to close this sale by the escrow agent by the date set for Closing. The escrow instructions shall contain provisions consistent with this Contract, and in the event of variation, this Contract shall control, unless the parties expressly agree in writing that such variation amends this Contract. The parties shall authorize the escrow agent to complete and date documents as necessary to close this sale in accordance with this Contract.

In the event this sale shall fail to close by reason of SELLERS' default hereunder, the SELLERS shall pay the escrow agent's standard cancellation charges. In the event escrow shall fail to close by reason of BUYER'S default hereunder, BUYER shall pay the escrow agent's standard escrow cancellation charges.

VIII.

CONVEYANCING

The parties agree that the Grant, Bargain and Sale Deed (**Exhibit 2**) and this Contract shall be held in escrow by Stewart Title, located at 810 Idaho Street, Elko, Nevada 89801, subject to the escrow instructions referenced herein.

The parties understand that Stewart Title shall not deliver the Grant, Bargain and Sale Deed (**Exhibit 2**) to BUYER until BUYER has satisfied all obligations hereunder which are required prior to or at Closing.

IX.

PRORATIONS

The following items shall be prorated as of the date of Closing (unless otherwise indicated):

- A. **Property Taxes and Special Assessments.** All state, county, school district and city taxes and special assessments shall be prorated, with BUYER reimbursing the SELLERS their pro rata share of any prepaid taxes and/or assessments.
- B. **Fire Insurance.** See Section XVI (Risk of Loss and Destruction of Assets), below.
- C. **Utilities.** All fees for water, sewer and electricity shall be prorated, with BUYER reimbursing SELLERS for their pro rata share of any prepaid utility fees.

X.

CONDITION OF PROPERTY

- A. **BUYER'S Inspection and Investigations.** BUYER'S obligation to close the escrow created hereunder and purchase the Property is subject to satisfaction of the contingency items set forth below within **ten (10) business days** from the Effective Date (hereinafter the "Inspection Due Diligence Period"):
 - 1. **Physical Inspection.** BUYER'S inspection and approval of the physical condition of the Property. SELLERS hereby grant BUYER and BUYER'S agents or representatives the right to enter the Property from time to time for the purpose of the foregoing inspection.
 - 2. **Studies/Reports.** BUYER'S approval of such studies and reports as it determines are necessary for its evaluation of the Property. Such studies and reports shall be obtained by BUYER at its sole cost and expense and may include, but are not limited to, architectural, engineering, economic, utility studies, soils tests, geotechnical reports, hazardous or toxic substance reports or an environmental audit. BUYER and third parties engaged by BUYER shall have the right to enter the Property to conduct any such study or test. Notwithstanding the foregoing, in no event may BUYER or anyone acting on behalf of BUYER cause any damage or destruction to the Property, nor shall any intrusive tests, to include, without limitation, soil borings or the removal of building materials or components, occur without SELLERS' prior written consent. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any liability for personal injury or property damage caused by any intentional, reckless or negligent act of BUYER or third party engaged by BUYER occurring upon the Property, and further agrees to keep the Property free of liens, and to restore the

Property to its former condition to the extent reasonably practicable.

3. **Permits/Approvals.** BUYER'S obtaining such governmental approvals as may be required for BUYER'S proposed development or redevelopment of the Property, upon conditions and in a manner satisfactory to BUYER. SELLERS agree to reasonably cooperate with BUYER and appropriate governmental agencies in obtaining such approvals and executing all documents reasonably necessary for BUYER to secure them.
4. **Approval/Disapproval.** BUYER shall conduct its own due diligence investigation into the suitability of the Property for BUYER'S intended usage. The contingencies listed in this Section X.A. are for the BUYER'S benefit only and may be waived, in whole or in part, by BUYER in writing in BUYER'S sole and independent judgment. BUYER and SELLERS agree that if not waived by BUYER, upon BUYER'S earlier written disapproval of any of the above contingency items during the Inspection Due Diligence Period or within **five (5) business days** thereafter (which written disapproval shall specify the unsatisfactory contingency item), this Contract and the escrow hereunder shall be terminated and BUYER shall have no further obligation to close the purchase of the Property; provided, BUYER shall pay the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Subsection X.A.4, then all contingencies in this Section X.A. shall be deemed fully satisfied.

B. **SELLERS' Warranties.** SELLERS represent and warrant to BUYER each of the following:

1. SELLERS are authorized to enter into this Contract.
2. SELLERS are not aware of underground storage tanks located on the Property in which any Hazardous Material, as defined below, has been or is being stored, nor are SELLERS aware of any spill, disposal, discharge, or release of any Hazardous Material into, upon, from, or over the Property or into or upon ground or surface water on the Property. As used in this paragraph, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is regulated by any federal authority or by any state or local governmental authority where the substance, material, or waste is located.

3. SELLERS know of no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against or affecting the Property.
4. SELLERS have filed all property tax returns which are required to be filed by it with respect to the Property and has paid all such taxes due for all periods prior to date hereof. No deficiencies have been proposed or assessed against the Property by any other taxing authority, and no waivers of statutes of limitations or other extensions of time for the assessment of any tax against the SELLERS are currently in effect.
5. There are no facts or liabilities in existence on the date of this Contract and known to SELLERS which might serve as the basis of any lien upon the Property.
6. SELLERS are not aware that the Property is in violation of any applicable federal, state and local laws, regulations and ordinances, including, without limitation, the Elko County Code, the Nevada State Fire Marshal Law (NRS Chapter 477) and the federal Americans with Disabilities Act.
7. SELLERS are aware of no defect on or in the Property other than as noted in the property inspection (if any).
8. The representations and warranties made by SELLERS are substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business, with the same force and effect as though such representations and warranties had been made on the closing date.

C. **Conditions to SELLERS' Obligations.** The performance by SELLERS of SELLERS' obligations under the terms of this Contract, is conditioned upon the satisfaction or waiver by SELLERS of the BUYER not being in material breach of the Contract at the time of closing.

XI.

REAL ESTATE COMMISSIONS/REFERRAL FEES

The Parties agree that there are no real estate broker commissions or referral fees associated with this purchase and sale.

XII.

CLOSING

This sale shall close **thirty (30) calendar days** from the date this Contract is approved by the Elko City Council, unless prior to such date, all title and other conditions precedent to sale have been satisfied, and all documents, and payments necessary to close this sale have been deposited with the escrow agent, in which event, the escrow agent shall thereupon close this sale and escrow. The parties may extend Closing from time-to-time by mutual written agreement as necessary to complete all matters required by this Contract. The place of closing shall be the offices of Stewart Title, 810 Idaho Street, Elko, Nevada, or such other location in the State of Nevada as may be mutually agreed between the parties.

XIII.

SALE COSTS

It is agreed that the costs and expenses of this sale shall be paid as follows:

A. The SELLERS shall pay:

1. SELLERS' legal fees.
2. SELLERS' title insurance policy premium.
3. Any costs incurred to provide title as specified herein.
4. SELLERS' share of prorations pursuant to this Contract.

B. The BUYER shall pay:

1. BUYER'S legal fees.
2. BUYER'S share of prorations pursuant to this Contract.
3. Recording fees for Notice of Contract (if any).
4. BUYER'S ALTA title insurance policy premium.
5. The real property transfer tax.
6. The escrow fee.

XIV.

RIGHT OF OCCUPANCY

Upon Closing, BUYER shall have the right of occupancy and use of the Property.

XV.

DEFAULT AND REMEDIES

If BUYER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then SELLERS shall be entitled to pursue any remedies available at law or equity, to include an action for specific performance.

If SELLERS default in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then BUYER shall be entitled to pursue any remedies available at law or equity, to include an action for specific performance.

XVI.

RISK OF LOSS AND DESTRUCTION OF THE ASSETS

SELLERS assume all risk of loss due to fire or other casualty up to the time of Closing and delivery of possession to BUYER.

XVII.

ADDITIONAL TERMS

- A. Except as otherwise provided herein, this Contract constitutes the entire agreement between the parties and supersedes all prior agreements, offers and negotiations relating to the subject matter described herein and may not be amended except by an agreement in writing signed by the parties.
- B. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors, subject to the restriction on assignment contained herein.
- C. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this Contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.
- D. The captions and headings of the sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the terms or provisions of this Contract.

- E. Should either party be required to enforce or interpret the terms and conditions of this Contract through legal process, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
- F. Each party has reviewed this Contract and has consulted with its own legal counsel (or has had the opportunity to do so); accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.
- G. In the event that one or more of the provisions, or portions thereof of this Contract is determined to be illegal and unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- H. Each party shall exercise best efforts to fulfill the terms and conditions of this Contract in an expeditious manner.
- I. A PDF or facsimile signature to this Contract shall have the same force and effect as an original.
- J. The parties understand that the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. drafted this Contract on behalf of the BUYER. The parties further understand that no tax advice has been given to the parties by the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. in this transaction, and that each party has been encouraged to seek independent tax advice regarding this Contract.
- K. The District Court for the Fourth Judicial District in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising under this Contract.
- L. All provisions contained in this Contract shall be deemed remade at closing and shall survive the closing.
- M. All notices that may be required by this Contract shall be sent to the respective parties at the addresses appearing below:

SELLERS:

D'Anne L. Wright, Attorney-in-Fact for Howard R. Wright
P.O. Box 908
Carlin, Nevada 89822

Alfred Montes de Oca
P.O. Box 878
Carlin, Nevada 89822

BUYER:

City of Elko
Attn: City Planner
1751 College Avenue
Elko, Nevada 89801

Any such notices shall be (i) personally delivered to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said addresses, or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date such notice is placed in the U.S. mail, postage prepaid. Either party may change the address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.

- N. Neither party may assign this Contract in whole or in part without the prior written consent of the other party.
- O. The parties agree that time is of the essence.
- P. The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Contract, any dealings between the parties relating to the subject matter hereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.

- Q. Either party shall have the right to record a Notice of Contract or any other public document evidencing the existence of the relationship (or any part thereof, to include the right of first refusal) between the parties pursuant to this Contract.
- R. BUYER and SELLERS will cooperate in changing all utilities to reflect the new ownership.
- S. Notwithstanding any other provision contained herein, BUYER shall be solely responsible for the cost of inspections, permits, licenses and other expenses paid to third-parties, other than the escrow and the broker, in connection with this transaction and BUYER'S intended use of the Property.

IN WITNESS WHEREOF, this Contract has been executed in duplicate by the parties hereto on the day and date first above written.

SELLERS:

*D'Anne L. Wright
attorney-in-fact for
Howard R. Wright*

D'ANNE L. WRIGHT, ATTORNEY-IN-FACT FOR HOWARD R. WRIGHT

Alfred Montes de Oca
ALFRED MONTES DE OCA

BUYER:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

SPOUSAL CONSENT:

D'ANNE L. WRIGHT, the spouse of HOWARD R. WRIGHT, hereby consents to the Contract and the transaction contemplated therein and further shall automatically relinquish any and all claims, together with any right, title and interest, in and to the Property upon the close of sale.

D'Anne L. Wright
D'ANNE L. WRIGHT

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with Bailey and Associates, LLC for the Cambridge Estates Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **As required by Elko City Code 3-3-21, the City and Bailey and Associates, LLC entered into an agreement to install improvements for the Cambridge Estates Subdivision on October 22, 2019. Bailey and Associates, LLC has completed the majority of the improvements with the exception of the final repairs required after an inspection on November 30, 2020. The developer is now requesting to post a performance guaranty in accordance with Elko City Code 3-3-22 and the approved performance agreement to cover the cost of the repairs. To accomplish this, Staff has determined that the City and the developer need to revise language in the agreement to install improvements to allow the posting of a performance guaranty for the remaining work. MR**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty; Estimate for Bond Amount; Engineer's Estimate**
9. Recommended Motion: **Approve First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty for the Cambridge Estates subdivision.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Bailey and Associates, LLC
780 W. Silver St, Suite 104
Elko, NV 89801**

**FIRST AMENDMENT TO AGREEMENT TO INSTALL IMPROVEMENTS AND
PROVIDE MAINTENANCE GUARANTY**

This First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "First Amendment") is entered into this 12th day of January, 2021 (hereinafter the "Effective Date") between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **Bailey & Associates, LLC**, a Nevada Limited-Liability Company, hereinafter referred to as the "**Developer**."

RECITALS

WHEREAS, the **Developer** is subdividing certain property within the **City** generally known as the "Cambridge Estates Subdivision" into thirty-five (35) separate parcels;

WHEREAS, the **Developer** has prepared Final Map No. 9-19 in connection with the Cambridge Estates Subdivision;

WHEREAS, on October 22, 2019, the **Developer** entered into an Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "Performance Agreement") with the **City** pursuant to Elko City Code (ECC) Title 3, Chapter 3 in connection with the Cambridge Estates Subdivision;

WHEREAS, the Performance Agreement provides that the **Developer** will complete the subdivision improvements shown on the construction plans, referred to as the "**Work**," with its own resources;

WHEREAS, as of the Effective Date hereof, the **Developer** has completed a portion of the **Work**, but the majority of the **Work** remains incomplete and prevents final acceptance by the **City**;

WHEREAS, the **City** has not accepted as complete the Engineer of Record certification for **Work** completed;

WHEREAS, the **Developer** confirms that it will post the full amount of the maintenance guaranty as provided in the Performance Agreement in the amount of **Eighty-Four Thousand, Two Hundred Sixty-Eight Dollars and Thirty-Eight Cents** (\$84,268.38), which amount will satisfy the requirements of Elko City Code Section 3-3-22(B)(3);

WHEREAS, the full cost of the remaining **Work** which will be used to calculate the performance guaranty will not exceed **Ninety-Seven Thousand, Seven Hundred Thirty-Five Dollars** (\$97,735.00);

WHEREAS, the performance guaranty will be in an amount to be calculated by the **City** based on the engineer's estimate and other factors permitted pursuant to the ECC;

WHEREAS, the **Developer** wishes to post a performance guaranty for the remaining **Work**;

NOW, THEREFORE, in consideration of the above recitals, the **Developer** and the **City** hereby agree as follows:

1. **AMENDMENT TO PERFORMANCE AGREEMENT.** The Performance Agreement is hereby amended and modified as follows:

A. An additional sentence of is hereby added to Paragraph 1.A. (Completion of **Work** and Maintenance Guaranty) as follows:

During the construction of the subdivision improvements, the **Developer** may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC Sections 3-3-21(A)(3)(b) and 3-3-22.

B. Subparagraph 1.D.3 (Certification of Final Map) is hereby deleted and replaced with the following:

3) The **Developer** has completed the **Work** as required under the Agreement, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;

C. Subparagraph 1.D.5 (Certification of Final Map) is hereby deleted and replaced with the following:

5) The City Council has accepted the subdivision improvements, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;

D. A new Paragraph 2.Q is hereby added as follows:

Q. PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK. **Developer** acknowledges that posting a performance guaranty for the remaining **Work** does not constitute acceptance of the subdivision improvements by the **City**. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate **City** departments.

2. **GENERAL TERMS AND CONDITIONS.** Except as modified by this First Amendment, the Performance Agreement shall remain in full force and effect, and the Performance Agreement, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment and the terms of the Performance Agreement, the terms of the First Amendment shall control. Defined terms used in the Performance Agreement not defined in this First Amendment shall have the meanings set forth in the Performance Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment in duplicate on the Effective Date.

CITY – THE CITY OF ELKO,

DEVELOPER – BAILEY & ASSOCIATES, LLC

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

Cambridge Estates
Estimate for Bond Amount
December 3, 2020

No.	Item	Estimated Cost
1	Microseal & Asphalt Repairs	\$ 7,500.00
2	Collars - Valves/Manholes	\$ 10,200.00
3	Sidewalk	\$ 16,800.00
4	ADA Ramps	\$ 14,000.00
5	Street Monuments	\$ 3,400.00
6	Mail Gangboxes	\$ 2,250.00
7	Street Lights	\$ 22,500.00
8	Street Signs	\$ 6,000.00
9	Pavement Markings	\$ 1,200.00
10	Miscellaneous Repairs	\$ 5,000.00
	Subtotal	\$ 88,850.00
11	10% Contingency	\$ 8,885.00
	Total Performance Guarantee	\$ 97,735.00
12	Maintenance Bond	\$ 84,268.38
	Total Amount Due	\$ 182,003.38

EXHIBIT "A" - REMAINING IMPROVEMENTS

PROJECT: CAMBRIDGE ESTATES, Elko, Nevada
DEVELOPER: Bailey & Associates llc.
ENGINEER: SUMMIT ENGINEERING CORP.

NUMBER OF LOTS: 35 lots
 ZONING: R1 Residential

PREPARED BY: NIB
 DATE: 9/10/2020
 AREA: 8.02 +/- ACRES

- STREETS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT ~ Newcastle Circle	0	SF	\$3.50	\$0.00
9" BASE ~ Newcastle Circle	0	SF	\$1.75	\$0.00
Microseal & Asphalt repairs	1	LS	\$7,500.00	\$7,500.00

- CONCRETE -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
CITY TYPE I CURB & GUTTER WITH BASE (Compacted) & Subgrade prep.	0	LF	\$28.00	\$0.00
CONCRETE COLLARS FOR VALVES AND MANHOLES W/ MATERIAL AND PREP. - 4,000 PSI CONCRETE	12	EA	\$850.00	\$10,200.00
SIDEWALK WITH BASE (Compacted) & Subgrade prep.	2,800	SF	\$6.00	\$16,800.00
ADA RAMPS W/ DETECTABLE MARKERS WITH Base & Subgrade prep. (Compacted)	4	EA	\$3,500.00	\$14,000.00
6" THICK 6' WIDE VALLEY GUTTER W/ SPANDELS Rebar, Base & Subgrade prep. (Compacted)	0	SF	\$18.00	\$0.00

- SANITARY SEWER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" DIAMETER SEWER MAIN	0	LF	\$46.00	\$0.00
48" DIAMETER SSMH	0	EA	\$4,500.00	\$0.00
CONNECTION TO CITY MAIN	0	LS	\$1,200.00	\$0.00
4" SS LATERALS	0	EA	\$1,000.00	\$0.00

- STORM DRAIN -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
48" DIAMETER SDMH	0	EA	\$4,500.00	\$0.00
TYPE 4-R CATCH BASIN	0	EA	\$4,500.00	\$0.00
12" N 12 HDPE SD PIPE - SMOOTH INTERIOR	0	LF	\$48.00	\$0.00
18" N 12 HDPE SD PIPE - SMOOTH INTERIOR	0	LF	\$64.00	\$0.00
END SECTIONS W/ RIPRAP ~ 1-12" & 1-18"	0	EA	\$1,500.00	\$0.00

- WATER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" WATER MAIN DR18 PIPE	0	LF	\$58.00	\$0.00
WATER LATERALS W/ METER PITS	0	EA	\$1,250.00	\$0.00
12" GATE VALVES	0	EA	\$4,750.00	\$0.00
6" GATE VALVES	0	EA	\$1,650.00	\$0.00
12" SADDLE TAPS	0	EA	\$1,750.00	\$0.00
8" X 6" TEES	0	EA	\$1,250.00	\$0.00
FIRE HYDRANT ASSEMBLY	0	EA	\$5,500.00	\$0.00
8" 45 DEG. ELBOWS	0	EA	\$1,250.00	\$0.00
6" GATE VALVES	0	EA	\$1,800.00	\$0.00

- MISCELLANEOUS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
NV Energy, SW Gas, Telephone & Cable Trench & Conduit	0	LF	\$35.00	\$0.00
Street Monuments	4	EA	\$850.00	\$3,400.00
Mail Gangboxes	3	EA	\$750.00	\$2,250.00
Street Lights	5	LF	\$4,500.00	\$22,500.00
Street Signs	5	EA	\$1,200.00	\$6,000.00
Sawcut pavement edge for paving	0	LS	\$850.00	\$0.00
Pavement Markings	1	LS	\$1,200.00	\$1,200.00
Erosion Control - Hydro Seed Slopes	0	SF	\$0.35	\$0.00
Misc. Cleanup, Drop Inlets, Raise Sidewalks, Riprap Addition	1	LS	\$5,000.00	\$5,000.00

SUBTOTAL: \$88,850.00

Total on-site Improvements \$88,850.00
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**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Bobbi R. Morley, DBA MODZ Arcade, located at 570 Commercial Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Bobbi R. Morley, DBA MODZ Arcade, located at 570 Commercial Street, Elko, NV 89801.**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Bobbi R. Morley, DBA MODZ Arcade, located at 570 Commercial Street, Elko, NV 89801.**
10. Prepared by: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Bobbi R. Morley
4767 Spear Street
Elko, NV 89801**



ELKO POLICE DEPARTMENT

Ty Trouten
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

DATE: December 21, 2020

TO: Curtis Calder, City Manager

FROM: Ty Trouten, Police Chief

SUBJECT: Retail Liquor License Application in the name of MODZ Arcade, located at 570 Commercial Street, Elko, NV 89801

On November 17, 2020, Bobbi R. Morley made application for a Retail Liquor License in the name of MODZ Arcade, located at the above address.

Ms. Morley has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License Application in the name of MODZ Arcade, located at 570 Commercial Street, Elko, NV 89801.

TT/tle

CC: Mayor Keener

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 90-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Deborah Barnhart, Clair Ketchum, and Anthony Lewis, DBA The Underground Nightclub, located at 548 Commercial Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Deborah Barnhart, Clair Ketchum, and Anthony Lewis, DBA The Underground Nightclub, located at 548 Commercial Street, Elko, NV 89801.**
10. Prepared By: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Deborah Barnhart**
 780 Aesop Dr.
 Spring Creek, NV 89815

 Clair Ketchum
 484 Flora Bay
 Spring Creek, NV 89815

 Anthony Lewis
 454 Cedar St.
 Elko, NV 89801



ELKO POLICE DEPARTMENT

Ty Trouten
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

DATE: December 8, 2020

TO: Curtis Calder, City Manager

FROM: Ty Trouten, Police Chief

SUBJECT: Retail Liquor License Application in the name of The Underground Nightclub, located at 548 Commercial Street, Elko, NV 89801

On November 3, 2020, Deborah Barnhart, Clair Ketchum, and Anthony Lewis made application for a Retail Liquor License in the name of The Underground Nightclub, located at the above address.

Ms. Barnhart, Mr. Ketchum, and Mr. Lewis have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License Application in the name of The Underground Nightclub, located at 548 Commercial Street, Elko, NV 89801.

TT/tle

CC: Mayor Keener

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval for White Cloud Communications Incorporated (White Cloud) for occupancy of approximately 2,500 feet of City owned conduit as shown on its plans for the Phase III Mountain City Highway project, generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **20 Minutes**
5. Background Information: **White Cloud Communications Incorporated (White Cloud) is requesting the utilization of City owned conduit generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection White Cloud is proposing the installation of a 144 pair fiber cable in the conduit. The project also includes fiber extension from near the intersection Mountain City Highway and Idaho Street to D Street. The segment to D Street requires new construction. White Cloud will be required to have at least one customer within 90 days of installation. SAW**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Administrative approval of the Phase III plans dated January 6, 2021, White Cloud Phase III Plans.**
9. Recommended Motion: **Move to approve White Cloud Communications Incorporated (White Cloud) for occupancy of approximately 2,500 feet of City owned conduit as shown on its plans for the Phase III Mountain City Highway project, generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection. The occupancy of the conduit does not prohibit an override by other providers or the City, which do not interfere with White Cloud's operations.**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:

Agenda Item VII. C.

12. Council Action:

13. Agenda Distribution: **David Skinner** dskinner@whitecloudcom.com



City of Elko – Assistant City Manager
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7211
Facsimile: 775.777.7219

January 6, 2021

Mr. Aaron Martinez, P.E.
AM Engineering
742 D Street
Elko, NV 89801

Re: White Cloud – Phase III Mountain City Highway

Dear Mr. Martinez,

The City of Elko as reviewed and approved the above referenced plans based on the following conditions:

1. City Council approval of the proposed use of City conduit as shown on the plans is required.
2. Any segments of conduit identified as having city ownership uncertainty will require alternative means of construction, including boring, trenching and micro trenching or a combination thereof.
3. A portions of the area is located within the airport property, and as such, the provider and its contractor is to coordinate ALL activities, inside or in close proximity to the security fence, with Jim Foster, the City of Elko Airport Director.
4. Disturbance of security fencing is not allowed.
5. As-built plans are required to be submitted to the City Engineering Department.

Please contact me at 775.777.7211 if you have any questions.

Sincerely,

Scott A. Wilkinson
City of Elko, Assistant City Manager

CC: Dave Skinner – White Cloud Communications
Jim Foster – Elko Airport Director
Bob Thibault – Elko Civil Engineer/Surveyor
City of Elko – File

PROJECT SITE
END

WHITE CLOUD

FIBER OPTIC PHASE III

MOUNTAIN CITY HIGHWAY

DECEMBER 2020

GENERAL NOTES:

1. THE CONTRACTOR SHALL CALL THE CITY OF ELKO ENGINEERING DEPARTMENT (775-777-7210) UPON APPROVAL AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
2. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND THE CITY OF ELKO STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION FROM THE CITY OF ELKO PUBLIC WORKS DEPARTMENT PRIOR TO THE START OF CONSTRUCTION.
3. DETAILS NOT SHOWN ON THESE DRAWINGS SHALL BE AS CONTAINED IN THE BOOK OF STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION OR THE CURRENT EDITION OF STANDARD SPECIFICATIONS AND DETAILS FOR ROAD AND BRIDGE CONSTRUCTION AS PUBLISHED BY THE STATE OF NEVADA WITH THE MOST RECENT 48-MONTH.
4. 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 CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DISCREPANCIES BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS. THEY SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
5. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES OF PERSONS AND PROPERTY DURING THE CONSTRUCTION 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 FOR THE OULITES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.
6. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
7. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT "CALL BEFORE YOU DIG" (1-800-227-2600) FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
8. PIPE SHALL BE LAID IN THE UPHILL DIRECTION, WITH BELL ENDS UPHILL.
9. ALL TRAFFIC CONTROL AND BARRICADING WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO SECTION 330 OF THE STANDARD SPECIFICATIONS, PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION AND THE NEVADA WORK ZONE TRAFFIC CONTROL HANDBOOK, 1986 EDITION. NO STREET CLOSURES WILL BE ALLOWED WITHOUT APPROVAL OF A TRAFFIC CONTROL PLAN BY THE CITY OF ELKO ENGINEER.
10. ALL ITEMS OF HISTORICAL SIGNIFICANCE FOUND MUST BE TURNED OVER TO THE CITY OF ELKO VIA THE PUBLIC WORKS DIRECTOR.
11. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, OSHA REQUIREMENTS FOR EXCAVATION, AND SPECIAL REQUIREMENTS OF THE PERMIT. VIOLATIONS WILL RESULT IN THE STOPPAGE OF ALL WORK UNTIL THE VIOLATION IS CORRECTED
12. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJACING PROPERTIES DURING CONSTRUCTION OF IMPROVEMENTS.
13. QUALITY SHALL BE CONTROLLED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY, AND IN ACCORDANCE WITH THE AIR QUALITY PERMIT FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION WHEN REQUIRED.
14. ALL STREETS SHALL BE MAINTAINED FREE OF DUST AND MUD CAUSED BY GRADING OPERATIONS. ALL OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE STORM WATER DISCHARGE PERMIT FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION.
15. IN THE EVENT OF CHANGES ARISING DURING CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISIONS THE PLANS FOR REVIEW AND APPROVAL BY THE COUNTY. NO CHANGES IN THE DESIGN SHALL BE PERMITTED UNLESS WRITTEN APPROVAL IS GIVEN BY THE CITY AND ENGINEER.
16. AN AIR QUALITY PERMIT AND STORM WATER DISCHARGE PERMIT SHALL BE OBTAINED BY THE DEVELOPER OR OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION WHERE REQUIRED.

OWNER/DEVELOPER:



WHITE CLOUD COMMUNICATIONS INC.
ATTN: DAVE SKINNER
633 MAIN AVE. EAST
TWIN FALLS, ID. 83301
PH.: (208) 733-5470
FAX: (208) 735-1778

ENGINEER



**742 D STREET
ELKO, NEVADA 89801
PH.: (775) 738-3113
FAX: (775) 738-6199**

ABBREVIATION

[illegible]

EXISTING

+ 4103.1

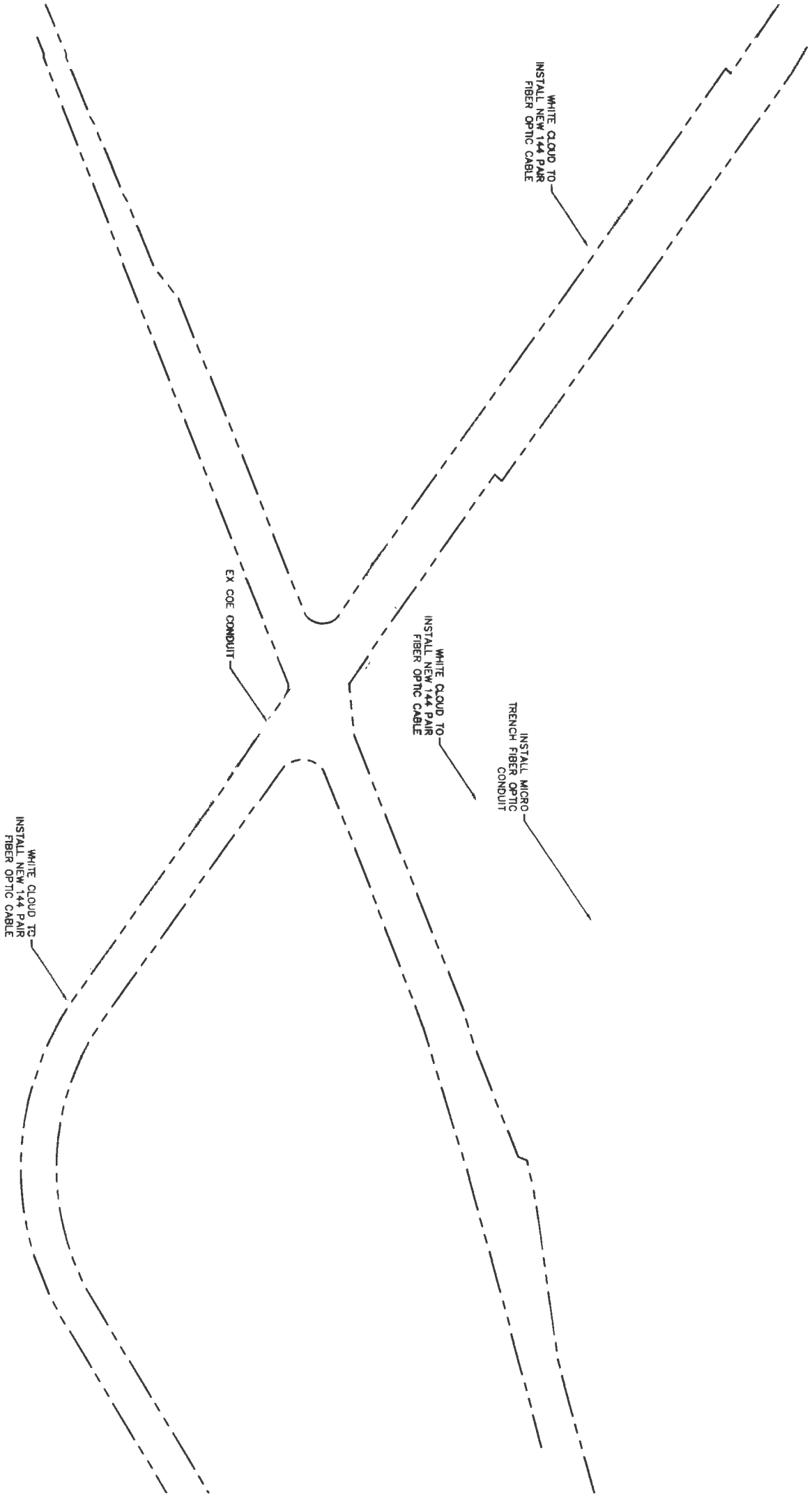
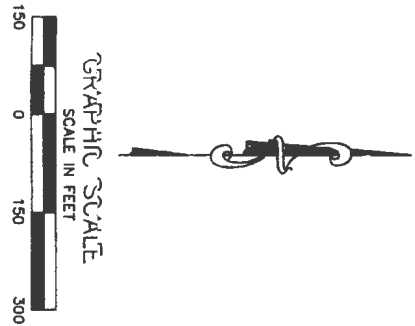
LEGEND

+ 4183.1
 CONTAIN LINE
 GROUND ELEVATION
 STREET LIGHT
 EDGE OF PAVEMENT
 AC PAVING
 TO BE REMOVED
 CURB & GUTTER
 CONCRETE
 POWER POLE
 ELECTRICAL BOX
 STORM DRAIN MANHOLE
 PROPOSED CATCH BASIN

SHEET INDEX:

TITLE SHEET
MOUNTAIN CITY HIGHWAY SITE PLAN
MOUNTAIN CITY HIGHWAY FIBER OPTIC
742 D STREET FIBER OPTIC PLAN
742 D STREET FIBER OPTIC PLAN CON
DETAIL SHEET

A circular professional engineer seal for Aaron K. Martinez, No. 21836, Civil, Exp. 12-31-21. The seal is stamped in blue ink. Overlaid on the seal is a handwritten signature in blue ink that reads "Aaron K. Martinez". To the left of the seal, the text "DETAIL CALLOUT" is written vertically in blue ink.



REV	DATE	DESCRIPTION	BY

DATE: DECEMBER 2020
DRAWN BY: JLB
DESIGNED BY: JLB
CHECKED BY: JLB
JOB NO.: 319.000

C1.1

WHITE CLOUD

**FIBER OPTIC PHASE III
MOUNTAIN CITY HIGHWAY
SITE PLAN**

ELKO ELKO COUNTY NEVADA

Professional Engineer Seal for Aaron K. Martinez, Exp. 12/31/21, No. 61454, State of Nevada.

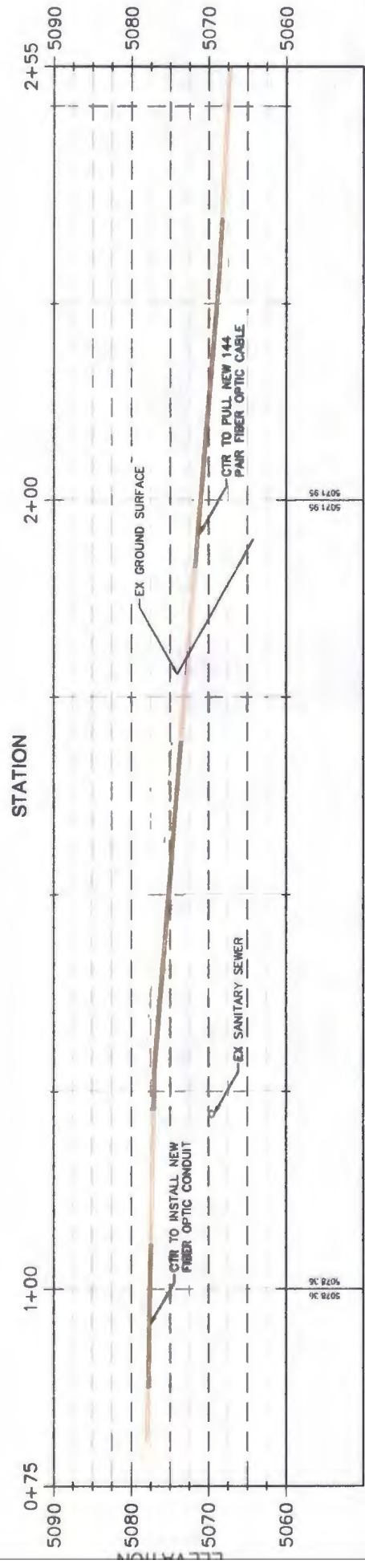
AM
ENGINEERING

742 D STREET
ELKO, NEVADA 89801
TEL: (775) 738-1113
FAX: (775) 738-1114
WWW.AMENGINEERING.PRO

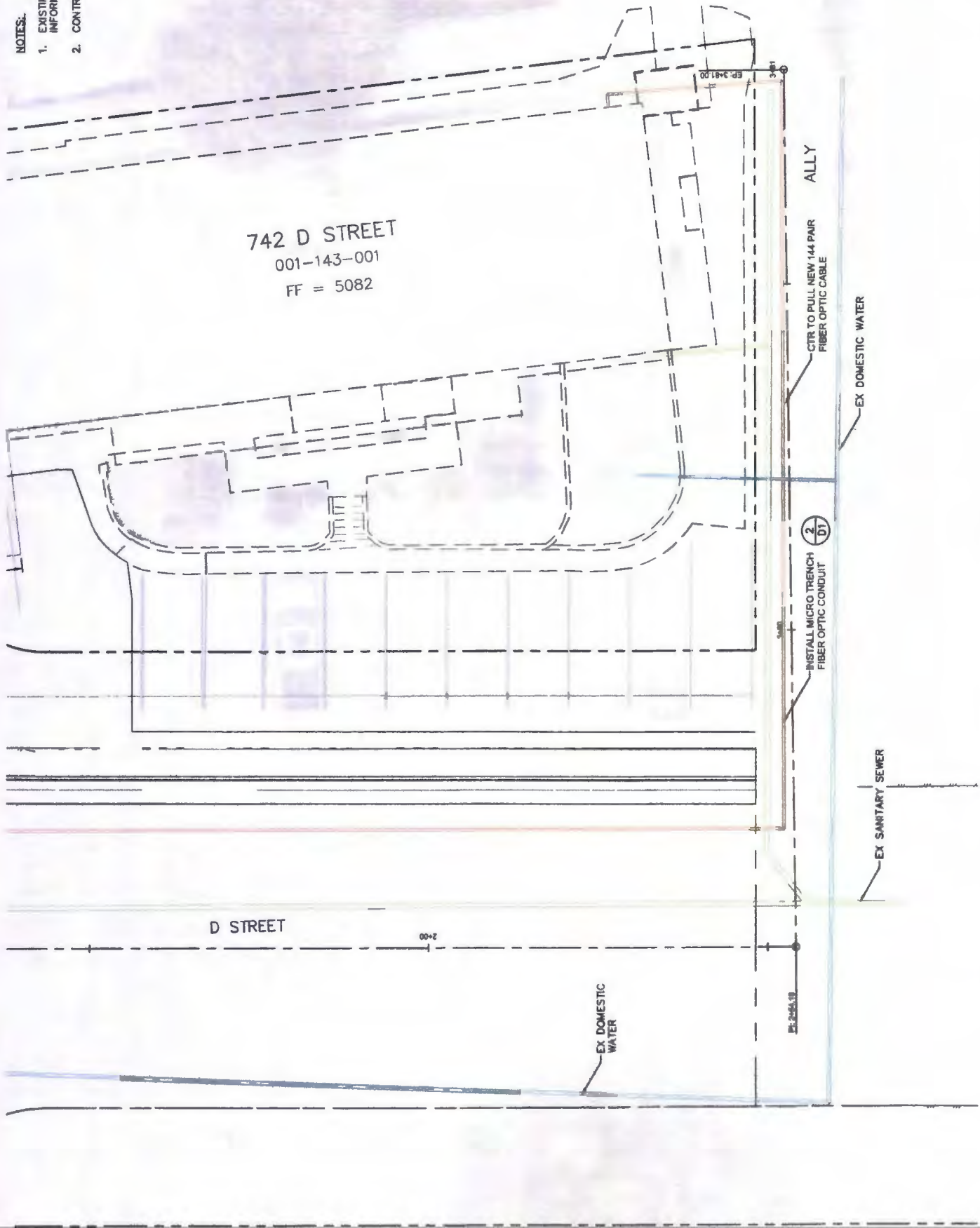
- ENGINEERING DESIGN & ANALYSIS
- CONSTRUCTION MANAGEMENT
- QA/QC INSPECTIONS
- CONSTRUCTION SURVEYING
- MATERIALS TESTING



D STREET STA: 0+75 TO STA: 2+55
SCALE: 1"=10'



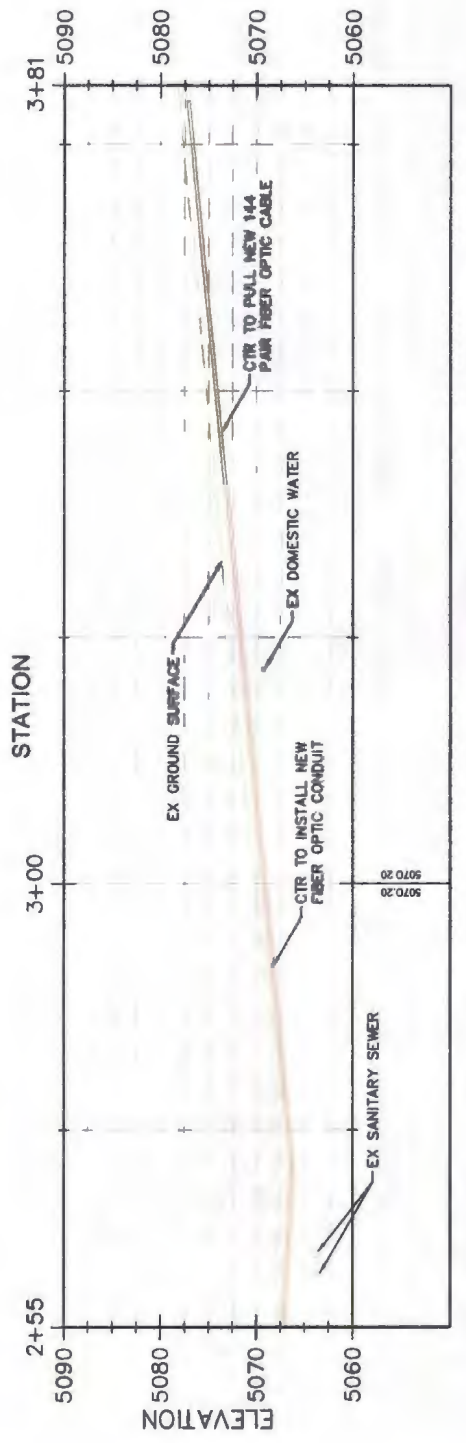
- NOTES:
1. EXISTING UTILITIES MAY HAVE AN ASSUMED DEPTH. INFORMATION AVAILABLE TO THE ENGINEER
 2. CONTRACTOR SHALL VERIFY EXISTING UTILITIES

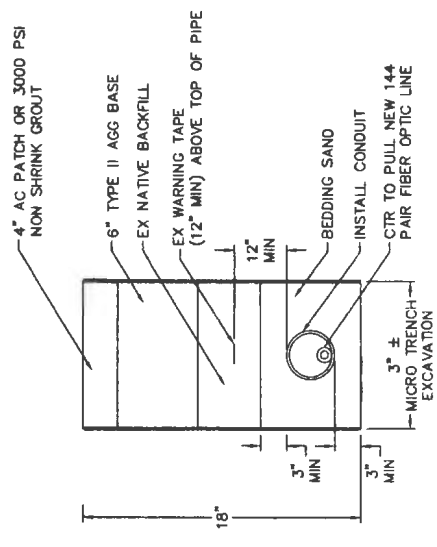


D STREET STA: 2+55 TO STA: 03+81

SCALE: 1"=10'

1





BACKFILL

3 TAPE
ABOVE TOP OF PIPE

G SAND

T

ALL NEW 144
OPTIC LINE

MICRO TRENCH INSTALLATION

W.T.S.

1

2

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible adoption of Resolution No. 2-21, a resolution of the Elko City Council, amending the Elko City Master Plan Proposed Future Land Use Plan Atlas Map 8 on: 1) six parcels of land located in the area of W. Cedar Street and D Street; 2) APN 001-01R-004 located on Front Street adjacent to the 5th Street Bridge; and 3) APN 110-620-058 located at the northeast corner of Ruby Vista Drive and College Parkway, filed as Elko City Master Plan Amendment No. 3-20, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: January 12, 2021**
3. **Agenda Category: PUBLIC HEARING**
4. **Time Required: 15 Minutes**
5. **Background Information: On December 1, 2020, the Planning Commission adopted its Resolution No. 3-20 to amend the Proposed Future Land Use Plan Atlas Map 8 of the current Elko City Master Plan as outlined above. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval.**

NRS Section 278.210(5) allows Master Plans to be amended up to four times a year. This amendment was the third in 2020. MR
6. **Budget Information:**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Resolution, P.C. Action Report, P.C. Resolution, Staff Report, and related correspondence**
9. **Recommended Motion: Adopt Resolution No. 2-21**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: Planning Commission, Legal Review**
12. **Council Action:**
13. **Agenda Distribution: N/A**

**CITY OF ELKO
RESOLUTION NO. 2-21**

**A RESOLUTION OF THE ELKO CITY COUNCIL AMENDING THE ELKO
CITY MASTER PLAN, SPECIFICALLY AMENDING THE PROPOSED
FUTURE LAND USE PLAN ATLAS MAP 8.**

WHEREAS, the Elko City Council conducted a public hearing on proposed changes to parts of the Elko City Master Plan in accordance with Nevada Revised Statutes, Section 278.220 and the Elko City Code, Section 3-4-13, and

WHEREAS, the Elko City Council received public input, examined documents and materials related to amending the Proposed Future Land Use Plan (Atlas Map 8) of the Elko City Master Plan, and reviewed the previous action taken by the Planning Commission pertaining to the Master Plan amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKO CITY COUNCIL that amended portions of the Elko City Master Plan within Proposed Future Land Use Plan (Atlas Map 8) and that the amendments to the Elko City Master Plan attached hereto as Exhibit 1 are hereby adopted.

All previous versions of the amended portions of Elko City Master Plan, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

IT IS FURTHER RESOLVED that this Resolution shall be effective and shall be in force immediately upon adoption, and that upon adoption of this Resolution by the Elko City Council it shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this 12th day of January 2021.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Atlas PROPOSED FUTURE LAND USE





CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

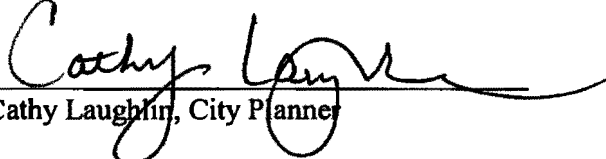
1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 1, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 1, 2020 under Public Hearing format in accordance with notification requirements contained in NRS 278.210 and Elko City Code Section 3-4-12 A.:

Resolution No. 3-20, a resolution by the Elko City Planning Commission, containing amendments to the City of Elko Master Plan, specifically amending the Proposed Future Land Use Plan Atlas Map 8 on: 1) six parcels of land located in the area of W. Cedar Street and D Street; 2) APN 001-01R-004 located on Front Street adjacent to the 5th Street Bridge; and 3) APN 110-620-058 located at the northeast corner of Ruby Vista Drive and College Parkway, and matters related thereto.

WHEREAS, the Planning Commission, upon review and consideration of the supporting data, public input and testimony, adopt Resolution 3-20, containing amendments to the City of Elko Master Plan; directing that an attested copy of the foregoing parts, amendments, extensions of and/or additions to the Elko City Master Plan be certified to the City Council; further directing that an attested copy of this Commission's report on the proposed changes and additions shall have be filed with the City Council; and recommending to City Council to adopt said amendments by resolution.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Michele Rambo, Development Manager (via email)
Kelly Wooldridge, City Clerk



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

CITY OF ELKO STAFF REPORT

REPORT DATE: October 20, 2020
PLANNING COMMISSION DATE: November 3, 2020
AGENDA ITEM NUMBER: I.A.3.
APPLICATION NUMBER: Master Plan Amendment 3-20

An initiation of an amendment to the City of Elko Master Plan, specifically amending the Proposed Future Land Use Plan Atlas Map 8 on: 1) six parcels of land located in the area of W. Cedar Street and D Street; 2) APN 001-01R-004 located on Front Street adjacent to the 5th Street Bridge; and 3) APN 110-620-058 located at the northeast corner of Ruby Vista Drive and College Parkway.

STAFF RECOMMENDATION:

INITIATE the proposed Master Plan Amendment and direct staff to bring the item back as a resolution and public hearing.

PROPOSED CHANGE #1

BACKGROUND

A code enforcement complaint was received by the City regarding a parcel on W. Cedar Street. During the process of resolving the complaint, it was discovered that the current zoning of the property, General Commercial, is not a corresponding zoning for the existing Master Plan designation of Residential – Medium Density.

A Master Plan Amendment was determined to be needed because the Master Plan requires that the zoning of individual parcels conform with the Master Plan land use designation. As a general practice throughout Nevada, if these designations do not match, new projects cannot be approved or a condition of approval must be placed on the project that a Master Plan Amendment occur.

Once Staff began looking more closely at this area of town, it was discovered that many parcels surrounding W. Cedar Street/D Street/E Street have conflicting zoning and Master Plan designations.

EXISTING CONDITIONS

As seen on the map below, the parcels in questions are zoned General Commercial. Surrounding properties to the west and south are also zoned General Commercial while parcels to the north and east are designated as Single-Family and Multiple-Family Residential.

Current Zoning



There are currently a mix of uses in the neighborhood. The six parcels in question include a hotel, retail store, two professional offices, a car wash, and auto repair. The existing zoning districts make sense for this neighborhood and are not proposed to change.

The map below shows the existing Master Plan Designations for the same neighborhood. The properties surrounding the six parcels in question are designated either Commercial General or Residential Medium Density.

Current MP Designation



PROPOSED CHANGES

In order to clean up the discrepancies between the Master Plan designations and Zoning districts of these six parcels, multiple changes are needed. These are outlined below:

APN	Use	Current Zoning	Current Master Plan	Proposed Master Plan
001-132-003	Professional Office	General Commercial	Residential Medium Density	Commercial General
001-132-006	Auto Repair	General Commercial	Residential Medium Density	Commercial General
001-132-007	Car Wash	General Commercial	Residential Medium Density	Commercial General
001-143-001	Professional Office	General Commercial	Residential Medium Density	Commercial General
001-144-002	Retail Store	General Commercial	Residential Medium Density	Commercial General
001-144-004	Hotel	General Commercial	Residential Medium Density	Commercial General

The map below shows the proposed changes to the Master Plan designation of each parcel.

Proposed MP Designation



These changes will bring these parcels into compliance between their existing zoning districts and the proposed land use designations.

JUSTIFICATION

The City of Elko has not adopted findings to be met by Master Plan Amendments. However, other jurisdictions throughout Nevada use some variation of the following findings when reviewing Master Plan Amendments. These are useful when considering the proposed changes.

1. The amendment/project will provide for orderly physical growth of the City, enhance the urban core, and foster safe, convenient, and walkable neighborhoods and shopping districts.

Creating consistency between zoning and Master Plan designations aides in the growth of the City by keeping the intended use of these parcels clear for future development. Inconsistencies create confusion and delay projects, which can ultimately keep somebody from building on a parcel.

2. The amendment/project conforms to the adopted population plan and ensures an adequate supply of housing, including affordable housing.

The proposed change does not have a significant impact on housing or population because the parcels under consideration for this change are currently being used for commercial uses.

3. There has been a change in the area or conditions on which the current designation was based which warrants the amendment.

No change has occurred. The amendment is warranted simply as a means to create consistency between the zoning and land use categories.

4. The density and intensity of the proposed Master Plan Amendment is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

The uses and density permitted under the new Master Plan designations does not change because the Master Plan is being changed to match the existing uses on the parcels.

5. There are, or are planned to be, adequate transportation, recreation, utility, and other facilities to accommodate the uses and density permitted by the proposed Master Plan designation.

The proposed change to the Master Plan designations does not increase the need for facilities such as transportation, recreation, and utilities. With the exception of some street improvements, all facilities are already in place to serve this area.

6. The proposed change is in substantial conformance with the goals and policies of the Master Plan and other adopted plans and policies.

The proposed changes to each property's Master Plan designation is in substantial conformance with the following objective:

- Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

In addition, the proposed amendment conforms with all other adopted plans and policies within the City of Elko.

PROPOSED CHANGE #2

BACKGROUND

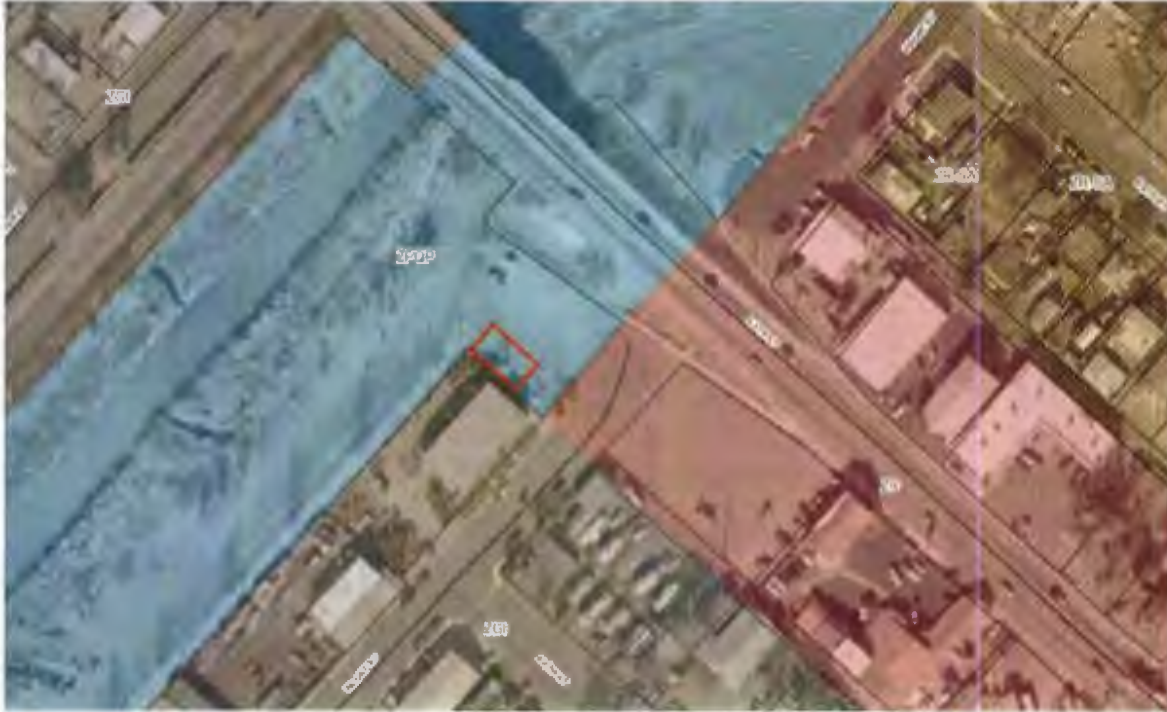
The City of Elko recently sold a piece of City property to Anthem Broadband of Nevada located on Front Street just west of 5th Street. During the review process of PM 7-20, which created the parcel to be sold, it was discovered that the current zoning of the property (Public/Quasi Public) and Master Plan designation (Parks and Open Space) do not allow for the proposed utility facility. An amendment to the zoning designation from Public/Quasi Public to Light Industrial is scheduled for City Council consideration on November 10, 2020.

A Master Plan Amendment is needed to create conformity between the zoning and Master Plan designations, as required by the City's Master Plan. As a general practice throughout Nevada, if these designations do not match, new projects cannot be approved or a condition of approval must be placed on the project that a Master Plan Amendment occur. A condition of approval was added to Parcel Map 7-20 requiring the proposed Master Plan Amendment, which was approved by the City Council.

EXISTING CONDITIONS

As seen on the map below, the parcel in question is currently zoned Public/Quasi-Public, as are the surrounding properties to the west and north. The adjacent parcel to the west is zoned General Industrial and the parcel across Front Street to the south is zoned General Commercial.

Current Zoning



There are currently a mix of uses in the neighborhood. The parcel in question is vacant, but is used as a parking area for the HARP Trail. Other surrounding uses include warehouse, RV/Mobile Home Park, and other vacant properties. The existing zoning districts make sense for this neighborhood and are not proposed to change.

The map below shows the existing Master Plan Designations for the same neighborhood. The newly created parcel is currently designated Parks and Open Space. The properties surrounding the parcel in question are designated Parks and Open Space, Industrial General, Residential Medium Density, and Mixed-Use Neighborhood.

Current MP Designation



PROPOSED CHANGES

The map below shows the proposed change to the Master Plan designation.

Proposed MP Designation



This change will bring the parcel into compliance between its existing zoning district and the proposed land use designation.

JUSTIFICATION

The City of Elko has not adopted findings to be met by Master Plan Amendments. However, other jurisdictions throughout Nevada use some variation of the following findings when reviewing Master Plan Amendments. These are useful when considering the proposed changes.

1. The amendment/project will provide for orderly physical growth of the City, enhance the urban core, and foster safe, convenient, and walkable neighborhoods and shopping districts.

Creating consistency between zoning and Master Plan designations aides in the growth of the City by keeping the intended use of these parcels clear for future development. Inconsistencies create confusion and delay projects, which can ultimately keep somebody from building on a parcel.

2. The amendment/project conforms to the adopted population plan and ensures an adequate supply of housing, including affordable housing.

The proposed change does not have a significant impact on housing or population because the parcel under consideration for this change is currently vacant. The parcel is not an ideal location for any new residential development because of the industrial zoning. In addition, a portion of the parcel falls within a designated FEMA flood area. The requirements to provide safe housing in this area would pose some significant hurdles to residential development on this parcel.

3. There has been a change in the area or conditions on which the current designation was based which warrants the amendment.

No change has occurred. The amendment is warranted simply as a means to create consistency between the zoning and land use categories.

4. The density and intensity of the proposed Master Plan Amendment is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

The uses and density permitted under the new Master Plan designations does not significantly change. The proposed Industrial designation is compatible with the existing land uses and land use designations of surrounding parcels.

5. There are, or are planned to be, adequate transportation, recreation, utility, and other facilities to accommodate the uses and density permitted by the proposed Master Plan designation.

The proposed change to the Master Plan designations does not increase the need for facilities such as transportation, recreation, and utilities. With the exception of some street improvements, all facilities are already in place to serve this area.

6. The proposed change is in substantial conformance with the goals and policies of the Master Plan and other adopted plans and policies.

The proposed change to the property's Master Plan designation is in substantial conformance with the following objective(s):

- Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.
- Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains, etc., or pose a danger to human health and safety.

In addition, the proposed amendment conforms with all other adopted plans and policies within the City of Elko.

PROPOSED CHANGE #3

BACKGROUND

This property was recently sold and discussions have begun for development of the land. While assisting the new owner with their due diligence, it was discovered that the current Commercial Transitional zoning is not consistent with the Residential High Density Master Plan designation. In addition, a deed restriction was recorded on the property restricting the uses allowed on this parcel, specifically not allowing high-density residential. Therefore, the current Residential High Density designation violates this deed restriction.

A Master Plan Amendment was determined to be needed because the Master Plan requires that the zoning of individual parcels conform with the Master Plan land use designation. As a general practice throughout Nevada, if these designations do not match, new projects cannot be approved or a condition of approval must be placed on the project that a Master Plan Amendment occur.

Therefore, Staff determined that a Master Plan Amendment is required for consistency and compliance with the deed restriction prior to the approval of the proposed use.

EXISTING CONDITIONS

As seen on the map below, the parcel in question is zoned Commercial Transitional. The zoning on surrounding properties includes Single-Family and Multiple-Family Residential to the north, and Public/Quasi-Public on the south, west, and east. Tribal land can be found to the northeast and a small amount of General Commercial is located to the southwest across College Parkway.

Current Zoning



The map below shows the existing Master Plan designations for the same neighborhood. The property in question is designated Residential High Density. Similar to the existing zoning designations, current Master Plan designations include Residential Medium Density to the north, Parks and Open Space to the west, and Public to the south and east. A small area of Commercial Highway is found to the southwest across College Parkway.

Current MP Designation



PROPOSED CHANGES

The map below shows the proposed change to the Master Plan designation of the subject parcel to Commercial General.

Proposed MP Designation



JUSTIFICATION

The City of Elko has not adopted findings to be met by Master Plan Amendments. However, other jurisdictions throughout Nevada use some variation of the following findings when reviewing Master Plan Amendments. These are useful when considering the proposed changes.

1. The amendment/project will provide for orderly physical growth of the City, enhance the urban core, and foster safe, convenient, and walkable neighborhoods and shopping districts.

Creating consistency between zoning and Master Plan designations aides in the growth of the City by keeping the intended use of these parcels clear for future development. Inconsistencies create confusion and delay projects, which can ultimately keep somebody from building on a parcel.

2. The amendment/project conforms to the adopted population plan and ensures an adequate supply of housing, including affordable housing.

The change from Residential – High Density to Commercial General does not significantly reduce the amount of land available for residential use. The parcel has historically been considered commercial despite its current land use designation. In addition, the current zoning would only allow for high density residential, which has since been determined infeasible due to the recorded deed restriction.

3. There has been a change in the area or conditions on which the current designation was based which warrants the amendment.

No change has occurred. The amendment is warranted simply as a means to create consistency between the zoning and land use categories.

4. The density and intensity of the proposed Master Plan Amendment is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

Overall, the proposed amendment is compatible with existing adjacent land use designations. The proposed change is needed to clean up inconsistencies with zoning and deed restrictions and does not fundamentally change the type of uses envisioned for this property. In addition, there are existing commercial properties on the opposite side of College Parkway.

5. There are, or are planned to be, adequate transportation, recreation, utility, and other facilities to accommodate the uses and density permitted by the proposed Master Plan designation.

Curb, gutter, and sidewalk is already in place along both street frontages. Water mains are in place in both College Parkway and Ruby Vista Drive. When the parcel develops, any missing public improvements will be required, including the extension of sewer lines.

6. The proposed change is in substantial conformance with the goals and policies of the Master Plan and other adopted plans and policies.

The proposed changes to each property's Master Plan designation is in substantial conformance with the following objective:

- Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

In addition, the proposed amendment conforms with all other adopted plans and policies within the City of Elko.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 27-20, a resolution and order vacating a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., filed and processed as Vacation No. 4-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 12, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **Council accepted the petition to vacate this easement at its regular meeting of October 13, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of November 3, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-20 with findings in support of its recommendation. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff report, application and related materials**
9. Recommended Motion: **Adopt Resolution No. 27-20, which contains conditions as recommended by the Planning Commission.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Grace Baptist Church
John Ferricks
3030 North Fifth Street
Elko, NV 89801
tgmdl1@citlink.net**

**CITY OF ELKO
RESOLUTION NO. 27-20**

**A RESOLUTION AND ORDER VACATING THE 25' PUBLIC UTILITY EASEMENT
CONTAINING APPROXIMATELY 9,944 SQUARE FEET IN AREA BISECTING APN
001-610-112, ALL OF WHICH IS LOCATED WITHIN THE CITY OF ELKO, NEVADA,
TO THE ABUTTING PROPERTY OWNER, GRACE BAPTIST CHURCH.**

Upon introduction and motion by Councilman _____ and seconded by Councilman _____, the following Resolution and Order was passed and adopted:

WHEREAS, the Elko City Council, at a regular meeting held on October 13, 2020, unanimously voted to accept the submitted petition for vacation and further directed City Staff to continue with the vacation process by referring the matter to the Planning Commission for a report of findings and recommendation to be prepared and submitted to the City Council; and,

WHEREAS, the Elko City Planning Commission, at their regular meeting of November 3, 2020, voted to forward a recommendation of approval for the subject vacation; and,

WHEREAS, the Elko City Council finds that a Notice of Intent to vacate the 25' Public Utility Easement was published and mailed by priority mail with confirmation of delivery to all affected property owners, as required by law, as more fully appears from the Affidavit of Publication and Mailing Confirmation(s) on file in the Clerk's Office of the City of Elko; and,

WHEREAS, at the time and place set in the Notice, to-wit: the hour of 5:30 p.m. on January 12, 2021, in the City Hall Council Chambers, Elko, Nevada, a hearing before the Elko City Council was duly held and no persons having appeared to object to the proposed vacation and the City Council having deemed it for the best interests of the City and the public that the area be vacated and that no person or persons would be materially injured thereby; and,

WHEREAS, it appearing to the satisfaction of the Elko City Council that the 25' Public Utility Easement, containing approximately 9,944 square feet, situate in the City of Elko, Nevada, bisecting APN 001-610-112 is no longer required for public use and convenience and that vacation thereof will inure to the benefit of the City of Elko and be for the best interest of the City and the public, and that neither the public nor any person will be materially injured thereby; the legal description is set forth in Exhibit A with the map as Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL as follows:

I.

That the 25' Public Utility Easement situate in the City of Elko, Nevada, described and shown on Exhibits A and B, respectively, attached hereto, be, and the same is hereby vacated upon fulfillment of the following conditions:

- 1. The applicant is responsible for all costs associated with the recordation of the vacation.**
- 2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
- 3. New public utility/drainage easement to be recorded prior to final City Council consideration of this vacation.**

That, subject to the conditions set forth in this Resolution, all right, title interest and estate of the City of Elko in that portion of the 25' Public Utility Easement located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **Grace Baptist Church, a Domestic Nonprofit Corporation**, as owner of the parcel abutting the property being vacated, provided further that this vacation and the title of the abutting owner received pursuant thereto, shall be subject to all poles, lines, cables, pipes, drains, utility installations and easements existing on the date the vacation is recorded.

II.

That the City of Elko and the Elko City Council, officers and employees thereof, make no warranties, covenants, representations, or guarantees as to the validity of this vacation procedure, or as to the right, title, interest or estate, if any, any person or entity may acquire as the result thereof.

III.

That the City Clerk of the City of Elko shall certify the copy of this Resolution and Order, and this Resolution and Order shall be recorded upon fulfillment of the above noted conditions, in the Office of the County Recorder of Elko County, Nevada, and be endorsed upon the proper map or plat on file in the Office of said County Recorder, so as to clearly indicate thereon the vacation of the 25' Public Utility Easement as described and shown on Exhibits A and B attached hereto, situate in the City of Elko, Elko County, Nevada.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.

IT IS FURTHER RESOLVED AND ORDERED that upon the above conditions being complied with that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2020.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A
25' PUBLIC UTILITY EASEMENT
TO BE VACATED
September 24, 2020

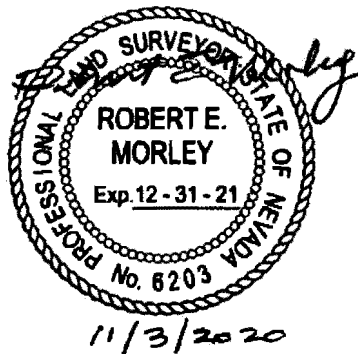
An Easement for utility purposes located in Section 9, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, being 25.00 feet in width, lying 12.50 feet on each side of the following described centerline:

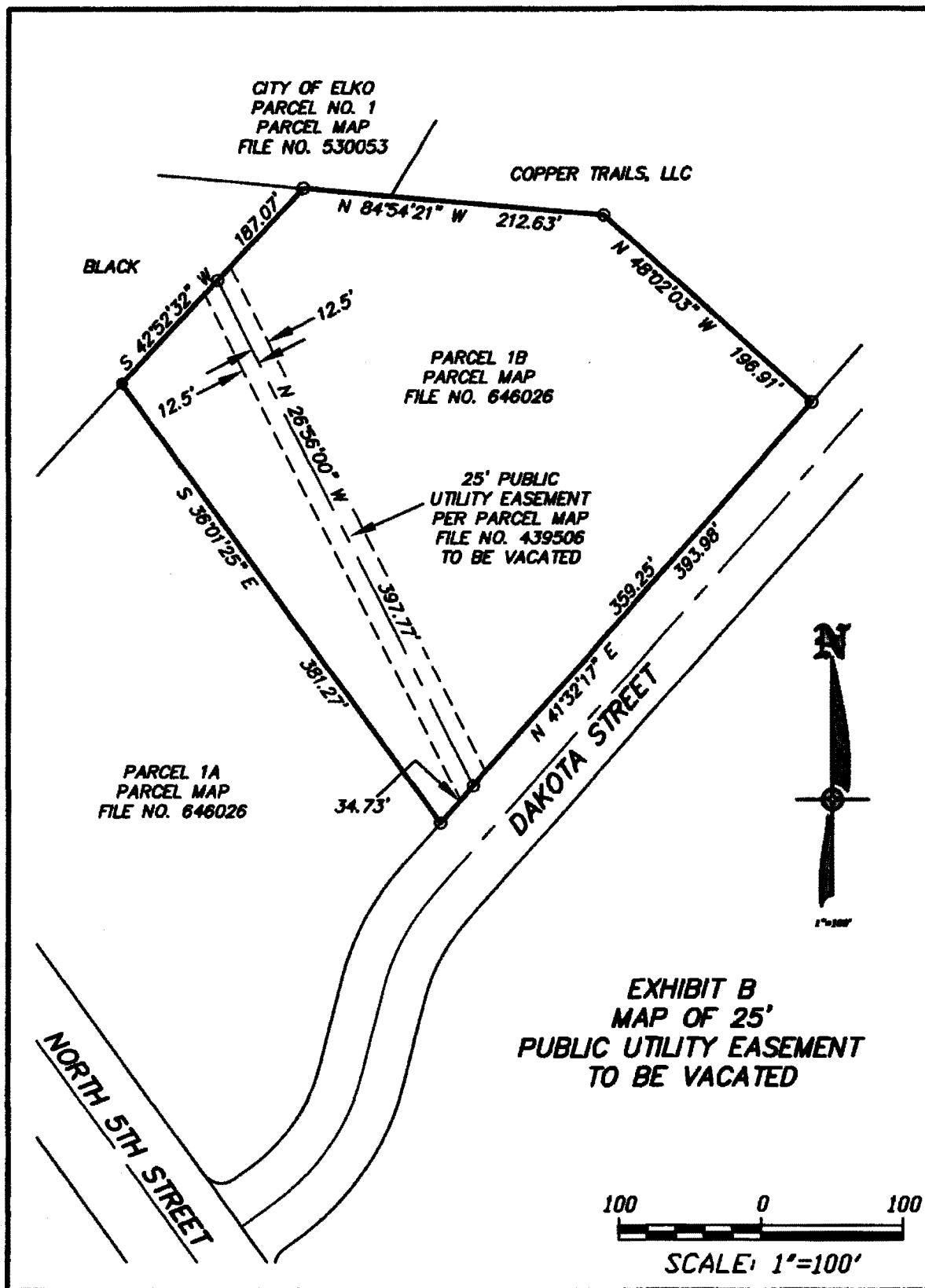
Commencing at the most Southerly Corner of Parcel 1B, as shown on the Parcel Map for Grace Baptist Church, on file in the Office of the Elko County Recorder, Elko, Nevada, at File No. 646026, thence N 41° 32' 17" E, 34.73 feet along the Southeasterly Line of said Parcel 1B to Corner No. 1, the True Point of Beginning;

Thence N 26° 56' 00" W, 397.77 feet to Corner No. 2, a point being on the Northwesterly Line of said Parcel 1B, the point of Ending;

The sidelines of the above described easement are to be shortened or lengthened so as to begin on the said Southeasterly Line of Parcel 1B and terminate on the said Northwesterly Line of Parcel 1B.

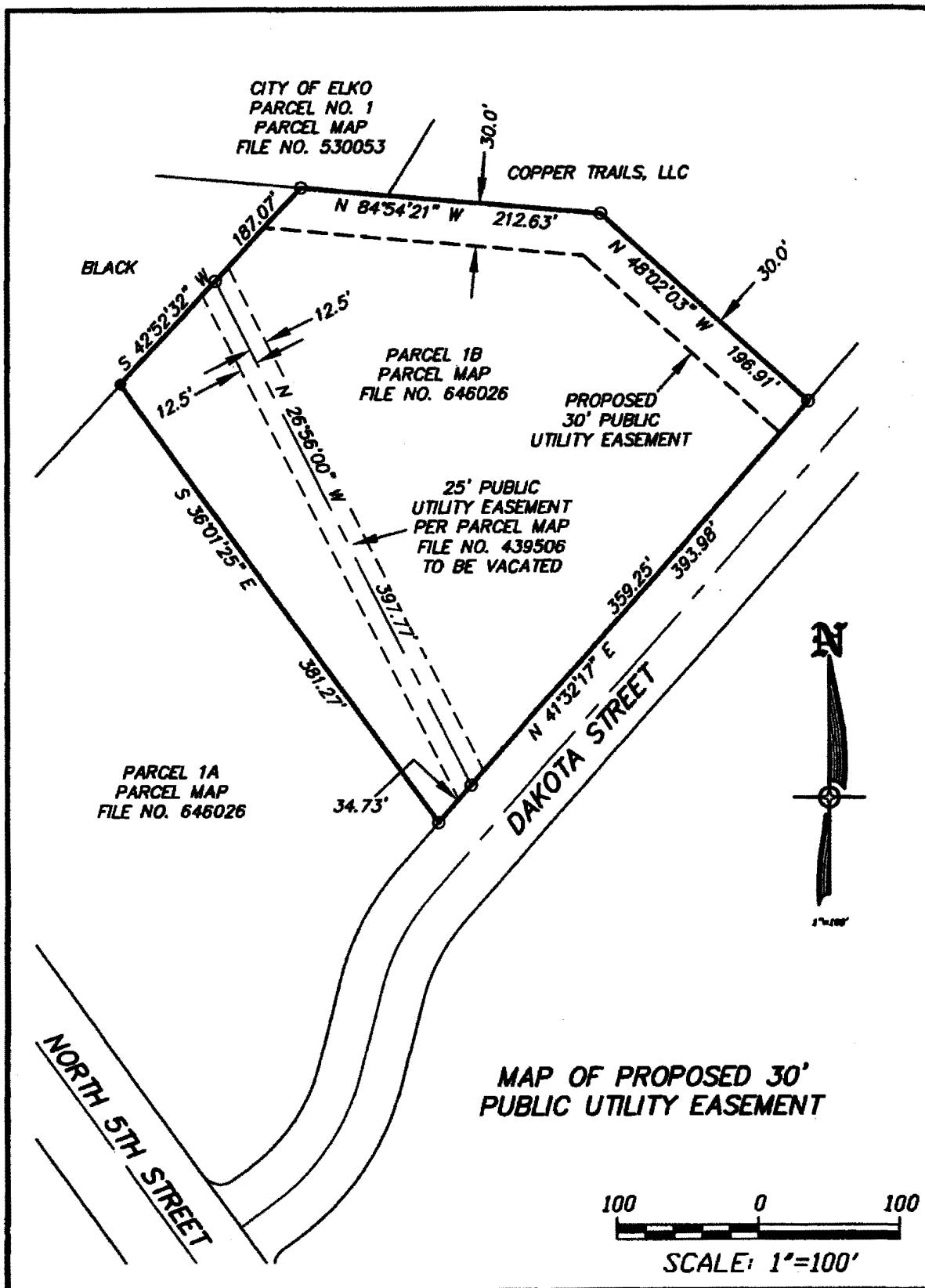
Reference is hereby made to Exhibit B, Map of 25' Public Utility Easement to be vacated, attached hereto and made a part hereof.





RECEIVED

SEP 28 2020





CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of November 3, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on November 3, 2020 pursuant to Section 8-7-3 B. of City Code:

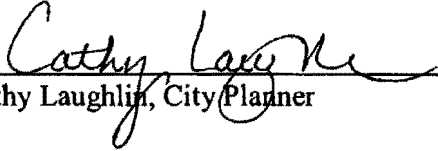
Vacation No. 4-20, filed by Grace Baptist Church, for the vacation of a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., and matters related thereto.

The applicant is in the process of selling the parcel to a developer who would prefer to have the public easement run along the property line. The applicant will be granting a new public utility easement to the City of Elko in lieu of this easement.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 4-20 subject to the conditions listed in the City of Elko Staff Report dated October 20, 2020, with modifications from the Planning Commission, listed as follows:

- 1. The applicant is responsible for all costs associated with the recordation of the vacation.**
- 2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
- 3. New public utility/drainage easement to be recorded prior to final City Council consideration of this vacation.**

The Planning Commission's findings to support its recommendation are the proposed vacation is in conformance with the City of Elko Master Plan Land Use Component. The proposed vacation is in conformance with the City of Elko Master Plan Transportation Component. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive. The vacation is material detrimental to the public. The existing easement contains no public infrastructure (water, sewer, etc.). Vacating this easement would not result in the need or expense to relocate any pipes, which may then result in an interruption to service. Therefore, the vacation is not materially detrimental to the public. The proposed vacation is not located within the Redevelopment Area. The proposed vacation is in conformance with Elko City Code 8-7.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk
Michele Rambo, Development Manager (email)

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 11/3

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

Title: Vacation No. 4-20

Applicant(s): Grace Baptist Church

Site Location: 3030 N. 5th Street - APN 001-610-112

Current Zoning: R Date Received: 9/28 Date Public Notice: N/A

COMMENT: This is to vacate a 25' wide Public Utility Easement
that bisects APN 001-610-112

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 10/23/2020
Recommend approval

SACW

Initial

City Manager: Date: 10/23/2020
No comments/concerns.

CC

Initial



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

CITY OF ELKO STAFF REPORT

MEMO DATE:	October 20, 2020
CITY COUNCIL PETITION DATE:	October 13, 2020
PLANNING COMMISSION DATE:	November 3, 2020
APPLICATION NUMBER:	Vacation 4-20
APPLICANT:	Grace Baptist Church
PROJECT DESCRIPTION:	APN 001-610-112

Vacation of a 25' wide public utility easement bisecting APN 001-610-112



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact and conditions stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-610-112

PARCEL SIZE: 2.756 acres

EXISTING ZONING: (R) Single Family Multiple Family Residential

MASTER PLAN DESIGNATION: (MED- RES) Medium Density Residential

EXISTING LAND USE: Undeveloped

BACKGROUND:

1. The property is currently undeveloped.
2. The easement was granted by Parcel Map File #439506. The map was signed by both Grace Baptist Church and the City of Elko.
3. The easement was designed for public sewer for the parcels to the northwest.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

North: Agricultural / Undeveloped

East: Residential / Partially developed

South: Residential / Developed

West: Residential / Partially developed

PROPERTY CHARACTERISTICS:

The property is currently undeveloped.

The property has moderate sloping.

The property is lacking public improvements along Dakota Dr. frontage.

The easement doesn't appear to have any public utilities installed within the existing easement at this time.

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive

City of Elko Master Plan – Land Use Component

City of Elko Master Plan – Transportation Component

City of Elko Redevelopment Plan

City of Elko Code – Section 8-7 Street Vacation Procedures

NRS 278.479 to 278.480

- Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The

governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed

Due to the fact the easement is not currently being used, staff feels that vacating this easement will not materially injure the public.

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. R- Single Family and Multiple Family Residential is a corresponding zoning district for Medium Density Residential.

The proposed vacation is in conformance with the Master Plan Land Use component.

MASTER PLAN - Transportation:

1. The area is accessed from Dakota Drive.
2. Dakota Drive is classified as a Residential local.
3. The property is lacking public improvements along Dakota Dr.

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

REDEVELOPMENT PLAN

- The area is located outside the Redevelopment Area.

ELKO CITY CODE 8-7-3-STREET VACATION PROCEDURE

1. If it is determined by a majority vote of the city council that it is in the best interest of the city and that no person will be materially injured thereby, the city council, by motion, may propose the realignment, change, vacation, adjustment or abandonment of any street or any portion thereof. In addition, any abutting owner desiring the vacation of any street or easement or portion thereof shall file a petition in writing with the city council and the city council shall consider said petition as set forth above.
 - The City Council accepted the petition at their meeting on October 13, 2020 and referred the matter to the Planning Commission for further consideration.
2. Except for a petition for the vacation or abandonment of an easement for a public utility owned or controlled by the city, the petition or motion shall be referred to the planning commission, which shall report its findings and recommendations thereon to the city council. The petitioner shall, prior to the consideration of the petition by the planning commission, pay a filing fee to the city in an amount established by resolution of the city council and included in the appendix to this code.
 - The filing fee was paid by the applicant.
3. Whenever any street, easement or portion thereof is proposed to be vacated or abandoned, the city council shall notify by certified mail each owner of property abutting the proposed vacation or abandonment and cause a notice to be published at least once in

a newspaper of general circulation in the city setting forth the extent of the proposed vacation or abandonment and setting a date for public hearing, which date may be not less than ten (10) days and not more than forty (40) days subsequent to the date the notice is first published.

4. Order of City Council: Except as provided in subsection E of this section, if, upon public hearing, the City Council is satisfied that the public will not be materially injured by the proposed vacation or abandonment, and that it is in the best interest of the city, it shall order the street vacated or abandoned. The city council may make the order conditional, and the order shall become effective only upon the fulfillment of the conditions prescribed.

The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code. The public will not be materially injured by the vacation as the public utility easement is not currently being utilized and the applicant is granting a new public utility easement to the City of Elko.

FINDINGS

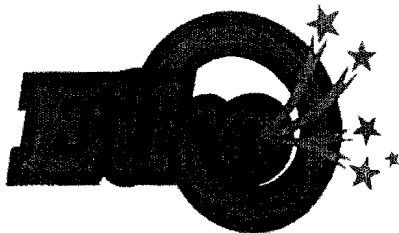
1. The proposed vacation is in conformance with the City of Elko Master Plan Land Use Component.
2. The proposed vacation is in conformance with the City of Elko Master Plan Transportation component.
3. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
4. The vacation is not materially detrimental to the public.
5. The existing easement contains no public infrastructure (water, sewer, etc.) Vacating this easement would not result in the need or expense to relocate any pipes, which may then result in an interruption to service. Therefore, the vacation is not materially detrimental to the public.
6. The proposed vacation is not located within the Redevelopment Area.
7. The proposed vacation is in conformance with Elko City Code 8-7.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions included in the resolution:

1. The applicant is responsible for all costs associated with the recordation of the vacation.
2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.

3. Correct the discrepancy between the legal description and display map in the dimension that is 397.27' or 397.77 feet.
4. New public utility/drainage easement to be recorded prior to final City Council consideration of this vacation.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

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

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s): Grace Baptist Church
MAILING ADDRESS: 3030 North Fifth Street, Elko, Nevada 89801
PHONE NO (Home) (775) 340-4942 (Business) _____
NAME OF PROPERTY OWNER (If different): _____
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: Same as Applicant
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-610-112 Address 3030 North Fifth Street
Lot(s), Block(s), & Subdivision _____
Or Parcel(s) & File No. Parcel 1B, File No. 646026

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

RECEIVED

By My Signature below:

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

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

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

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

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

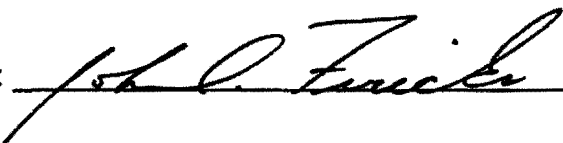
Applicant / Agent John Ferricks, President of Grace Baptist Church
(Please print or type)

Mailing Address 3030 North Fifth Street
Street Address or P.O. Box

Elko, Nevada 89801
City, State, Zip Code

Phone Number: (775) 340-4942

Email address: tgmd1@citlink.net

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 4-20 **Date Filed:** 9/28/26 **Fee Paid:** _____



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

October 15, 2020

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 4-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as we are required to keep responses from all local utilities per NRS 278.480(6). The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



2000 Sunset Road • Lake Point, Utah 84074 • P: 435.837.6000 • F: 435.837.6109

Utah's premier fiber network...Rethink Speed.

October 26, 2020

City of Elko Planning Department
1751 College Avenue
Elko, NV 89801

SUBJECT: Proposed Vacation No. 4-20

To whom it may concern,

We do not have any plant in the proposed area. If you have any questions or concerns, please contact us.

Thank you,

Taylor Hulett
Beehive Engineering Team



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

October 15, 2020

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 4-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Pamela Lattin <p.lattin@canyonconstructionco.com>
Sent: Wednesday, October 14, 2020 12:16 PM
To: Shelby Archuleta
Subject: RE: Proposed Vacation No. 4-20 Grace Baptist Church

Shelby, I have reviewed the Vacation No. 4-20 and Elko Heat Company does NOT have any geothermal water lines in the vicinity of this property/vacation of land.

Pamela Lattin, Secretary/Treasurer
Elko Heat Company

Pamela Lattin
Secretary/Treasurer
Canyon Construction Company
PO Box 2030 Elko, NV 89801
775.738.2210 x 106
775.934.1934 (cell)

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Wednesday, October 14, 2020 11:02 AM
To: Pamela Lattin <p.lattin@canyonconstructionco.com>
Subject: Proposed Vacation No. 4-20 Grace Baptist Church

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.
Let me know if you have any questions.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

October 15, 2020

Frontier Communication

Mr. John Poole

1520 Church Street

Gardnerville, NV 89410

SUBJECT: Proposed Vacation No. 4-20

Dear Mr. Poole:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as we are required to keep responses from all local utilities per NRS 278.480(6). The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Poole, John <john.g.poole@ftr.com>
Sent: Thursday, November 12, 2020 2:00 PM
To: Shelby Archuleta
Subject: RE: Proposed Vacation No. 4-20 Grace Baptist Church

Hi Shelby;

Frontier can Vacate the easement on Dakota Dr.

Thanks, John

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Thursday, November 12, 2020 10:51 AM
To: Poole, John <john.g.poole@ftr.com>
Subject: RE: Proposed Vacation No. 4-20 Grace Baptist Church

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Good Morning John,
We still have not received a response from Frontier on this matter.
Please review attached proposed Vacation.
Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219

From: Shelby Archuleta
Sent: Wednesday, October 14, 2020 11:00 AM
To: john.g.poole@ftr.com
Subject: Proposed Vacation No. 4-20 Grace Baptist Church

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.
Let me know if you have any questions.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219

This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.



CITY OF ELKO

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Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

October 15, 2020

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 4-20

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as we are required to keep responses from all local utilities per NRS 278.480(6). The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



October 26, 2020

Shelby Archuleta
City of Elko Planning Department
1751 College Avenue
Elko, Nevada 89801

RE: Proposed Vacation No. 4-20 Grace Baptist Church

Dear Ms. Archuleta:

Per your request in the letter dated October 15, 2020 regarding the proposed vacation of the 25' Public Utility Easement that bisects APN 001-610-112. NV Energy does not have facilities within the area to be vacated.

If you have any questions/concerns please feel free to contact me at 775-834-5430 or at katherineperkins@nvenergy.com

Sincerely,

Katherine Perkins

Katherine Perkins
NV Energy



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

October 15, 2020

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190
nndengineering@swgas.com

SUBJECT: Proposed Vacation No. 4-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Amanda Marcucci <Amanda.Marcucci@swgas.com>
Sent: Thursday, November 12, 2020 10:55 AM
To: Shelby Archuleta
Subject: RE: EXTERNAL: RE: Proposed Vacation No. 4-20 Grace Baptist Church

Hi Shelby,

Southwest Gas does not have any objections to the proposed vacation.

Can you send these by email to nndengineering@swgas.com in the future? We don't have people going into the office as often anymore, and it takes us longer to process things that come by mail.

Thanks,

Amanda

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Thursday, November 12, 2020 10:52 AM
To: Amanda Marcucci <Amanda.Marcucci@swgas.com>
Subject: EXTERNAL: RE: Proposed Vacation No. 4-20 Grace Baptist Church

[WARNING] This message originated outside of Southwest Gas. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good Morning Amanda,
We still have not received a response from Southwest Gas on this matter.
Please review attached proposed Vacation.

Thank you!

*Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219*

From: Shelby Archuleta
Sent: Wednesday, October 14, 2020 10:57 AM
To: Amanda.Marcucci@swgas.com
Subject: Proposed Vacation No. 4-20 Grace Baptist Church

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.

Let me know if you have any questions.
Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219

The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof.

Southwest Gas Corporation does not guarantee the privacy or security of information transmitted by facsimile (fax) or other unsecure electronic means (including email). By choosing to send or receive information, including confidential or personal identifying information, via fax or unencrypted e-mail, you consent to accept any associated risk.

Thank you for your cooperation.



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

October 15, 2020

Zito Media

Mr. Dustin Hurd

VIA Email: dustin.hurd@zitomedia.com

SUBJECT: Proposed Vacation No. 4-20

Dear Mr. Hurd:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Joshua Lopac <joshua.lopac@zitomedia.com>
Sent: Thursday, October 15, 2020 4:02 AM
To: Shelby Archuleta; Dustin Hurd
Subject: Re: Proposed Vacation No. 4-20 Grace Baptist Church

TO: Shelby Archuleta

I have reviewed and verified that Zito Media does not currently have a vested interest in existing easement. Future location of easement is acceptable for future use. If you need a signature for this, please let me know and I can arrange to stop by and sign.

Thank you

On 10/14/2020 2:13 PM, Shelby Archuleta wrote:

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.
Let me know if you have any questions.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219

--
Joshua Lopac
joshua.lopac@zitomedia.com
Technical Operations Manager
California, Nevada, Idaho, Washington
(775) 385-4333

Vacation 4-20 Grace Baptist Church - CC 1-12-21

'NO	assess_nam	address1	address2	mcity	mzip
11610114	COPPER TRAILS LLC	PO BOX 8070		RENO, NV	89507
11610103	ELKO CITY OF <i>NO PC</i>	1755 COLLEGE AVE		ELKO, NV	89801
11610113	GRACE BAPTIST CHURCH	3030 5TH ST		ELKO, NV	89801
1161J020	KOOPMAN JENNIFER M	2975 COPPER TRL		ELKO, NV	89801
11610093	LEGION CONSTRUCTION AND DEVELOPMENT LLC		599 SHADYBROOK DR	SPRING CREEK, NV	89815
11610041	MONTE CARLO ASSOCIATES LLC	C/O ABEL, STEVEN F	2980 S RAINBOW BLVD		
		ATTN: WELLS FARGO	# 110N	LAS VEGAS, NV	89146
11610040	MONTE CARLO ASSOCIATES LLC	COMMERCIAL M	PO BOX 9222	COPPELL, TX	75019

6

Post marked 12/28/20



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 28, 2020

001610114
COPPER TRAILS LLC
PO BOX 8070
RENO, NV 89507-8070

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, January 12, 2021 at 5:30 P.M., utilizing GoToMeeting.com:
<https://global.gotomeeting.com/join/602391917>

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/602391917>. You can also dial in using your phone at **+1 (646) 749-3122**. The **Access Code** for this meeting is **602-391-917**. Members of the public that do not wish to use GoToMeeting may call in at **(775)777-0590**. Comments can also be emailed to cityclerk@elkocitynv.gov

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 28, 2020

001610113
GRACE BAPTIST CHURCH
3030 5TH ST
ELKO, NV 89801-4470

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, January 12, 2021 at 5:30 P.M., utilizing GoToMeeting.com:
<https://global.gotomeeting.com/join/602391917>

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If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



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Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 28, 2020

00161J020
KOOPMAN JENNIFER M
2975 COPPER TRL
ELKO, NV 89801-

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, January 12, 2021 at 5:30 P.M., utilizing GoToMeeting.com:

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If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 28, 2020

001610093
LEGION CONSTRUCTION AND DEVELOPMENT LLC
599 SHADYBROOK DR
SPRING CREEK, NV 89815-

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, January 12, 2021 at 5:30 P.M., utilizing GoToMeeting.com:
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If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 28, 2020

001610041
MONTE CARLO ASSOCIATES LLC
C/O ABEL, STEVEN F
2980 S RAINBOW BLVD # 110N
LAS VEGAS, NV 89146-6530

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

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Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



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Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

December 28, 2020

001610040
MONTE CARLO ASSOCIATES LLC
ATTN: WELLS FARGO COMMERCIAL M
PO BOX 9222
COPPELL, TX 75019-9240

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

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If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

ELKO DAILY FREE PRESS

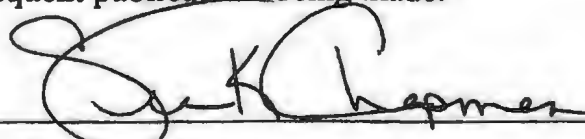
3720 Idaho St.

Elko, Nev. 89801

(775) 738-3118

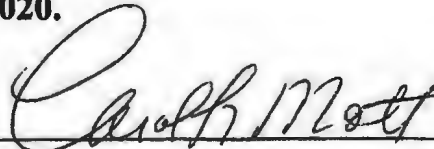
Affidavit of Publication

I, Seana K. Chapman, Legal Clerk of the *Elko Daily Free Press*, published daily at Elko, Nevada, do solemnly swear that a copy of **NOTICE OF INTENT/EASEMENT BISECTING APN 001-610-112**, as per clipping attached, was published on **December 26, 2020**, in the regular and entire issue of the above said newspaper, with general circulation of Elko and Lander counties, and not in any supplement thereof, for **ONE (1)** week commencing with the issue dated **December 26, 2020**, and ending with the issue dated as **December 26, 2020**, with no subsequent publications being made.



Seana K. Chapman

Subscribed and sworn to before me, on Dec 28, 2020.



Notary Public

State of Nevada

County of Elko



**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A 25' PUBLIC UTILITY EASEMENT BISECTING APN
001-610-112, ALL WITHIN THE CITY OF ELKO, STATE OF NEVADA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elko intends to vacate a 25' Public Utility Easement bisecting APN 001-610-112, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Grace Baptist Church. The 25' Public Utility Easement to be vacated is more particularly described as follows:

An Easement for utility purposes located in Section 9, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, being 25.00 feet in width, lying 12.50 feet on each side of the following described centerline:

Commencing at the most Southerly Corner of Parcel 1B, as shown on the Parcel Map for Grace Baptist Church, on file in the Office of the Elko County Recorder, Elko, Nevada, at File No. 646026, thence N 41° 32' 17" E, 34.73 feet along the Southeasterly Line of said Parcel 1B to Corner No. 1, the True Point of Beginning;

Thence N 26° 55' 00" W, 397.77 feet to Corner No. 2, a point being on the Northwestern Line of said Parcel 1B, the point of Ending;

The sidelines of the above described easement are to be shortened or lengthened so as to begin on the said Southeasterly Line of Parcel 1B and terminate on the said Northwestern Line of Parcel 1B.

Reference is hereby made to Exhibit B, Map of 25' Public Utility Easement to be vacated, attached hereto and made a part hereof.

AND that the Elko City Council shall further consider the advisability of the vacation of the 25' Public Utility Easement, and the adoption of a Resolution and Order vacating the same with the reversion of title as above stated at a meeting of said Council at Elko City Hall, 1751 College Avenue, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting, on January 12, 2021 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 22nd day of December 2020.
Kelly C. Woodbridge, City Clerk

December 28, 2020