



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

The Elko City Council will meet in regular session on Tuesday, January 14, 2020

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

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

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

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

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

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: Thursday, January 9, 2020 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, January 9, 2020 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, January 9, 2020 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, January 9, 2020 at 9:00 a.m.

Posted by: **Kim Wilkinson** Administrative Assistant

Name

Title

Kim Wilkinson
Signature

The public may contact Curtis Calder by phone at (775)777-7110 or email at ccalder@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

Dated this 9th day of January, 2020

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder
Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.S.T., TUESDAY, JANUARY 14, 2020
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: December 10, 2019 Regular Session

I. PRESENTATIONS

- A. Presentation of an appreciation plaque to former Planning Commissioner Ian Montgomery, and matters related thereto. **INFORMATION ITEM ONLY – NON-ACTION ITEM**
- B. Reading of a proclamation by the Mayor in recognition of the month of January as National Radon Action Month in Elko, Nevada, and matters related thereto. **INFORMATION ITEM ONLY – NON-ACTION ITEM**
- C. Presentation and possible approval of a Syringe Services Program to be implemented and managed by Trac-B Harm Reduction Clinic, Las Vegas, Nevada, on City owned property located at 398 Hot Springs Road (Humanitarian Campground), and matters related thereto. **FOR POSSIBLE ACTION**

Trac-B Harm Reduction Clinic, Las Vegas, NV, wishes to establish a syringe service program at the Humanitarian Campground located at 398 Hot Springs Road. The property is owned by the City of Elko. Mr. Richard Cusolito has been trained by Trac-B has a Client Outreach Specialist and would manage the program for Trac-B. Mr. Cusolito resides within Elko County and has been involved with persons residing at the camp through his volunteer efforts through FISH and privately over a period of several years. SAW

II. PERSONNEL

A. Employee Introductions:

- 1.) Brenton Pepper, Patrol Officer, Police Department
- 2.) Katie Litchfield, Patrol Officer, Police Department
- 3.) Dakota Weins, Airport Maintenance Worker, Airport

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

III. APPROPRIATIONS

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

B. Review and possible approval of Print n’ Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- D. Review, consideration, and possible approval of a request from Elko Police Department to purchase a Ford Explorer in place of the Dodge Charger AWD Sedan, and matters related thereto. **FOR POSSIBLE ACTION**

During the November 12, 2019 Council Meeting, Council approved the Elko Police Department's request to purchase a Dodge Charger AWD Sedan at the estimated cost of fifty-four thousand, one hundred and twenty-four dollars and sixty-four cents (\$54,124.64). The Charger was to be utilized as a marked patrol unit.

It has since been discovered, the Dodge Charger AWD Sedan is no longer available for purchasing. In addition, two un-marked units have been removed from service, creating a shortage of un-marked units for detectives.

The estimated cost for the Ford Explorer is forty-five thousand, five hundred and seventy-two dollars and sixteen cents (\$45,572.16). This vehicle would be utilized as an unmarked detective unit. The purchasing change would save the City eight thousand, five hundred and fifty-two dollars and forty-eight cents (\$8,552.48). TT

- E. Consideration and possible acceptance of a grant awarded by the Walmart Corporation for support funds for the Community Risk Reduction Program in the amount of \$4,500, and matters related thereto. **FOR POSSIBLE ACTION**

City of Elko Fire Department Fire Marshal applied for a Grant through the Walmart Corporation last month (November) for the support funds for the Community Risk Reduction Program.

As of December 10, 2019, City of Elko Fire Department Prevention was awarded \$4,500 to continue the current project. There is no out of pocket expense for the City of Elko and purchases will be made to support the Community Risk Reduction. JH

- F. Review, consideration, and possible final acceptance of the Elko Sports Complex Outfield Fencing Project, and matters related thereto. **FOR POSSIBLE ACTION**

At the June 12, 2018 meeting, Council awarded the Sports Complex Outfield Fence Project to Lamoille Fencing in the amount of \$96,624.00. There were no Change Orders. This project was substantially completed on November 15, 2019. Final Punch List Items and Final Billing have since been completed. BT

- G. Review, consideration, and possible final acceptance of the Elko Sports Complex Parking Lot Project, and matters related thereto. **FOR POSSIBLE ACTION**

At their July 24, 2018 meeting, Council awarded the Sports Complex Parking Lot project to Granite Construction in the amount of \$1,273,337.50. There were two monetary Change Orders during construction that resulted in a combined savings of \$45,902.55, and a few changes in bid item quantities that resulted in an additional savings of \$3,575.50, for a total savings of \$49,478.05. The final cost of the project

was \$1,223,859.45. This project was substantially completed on October 11, 2019. Final Punch List Items and Final Billing have since been completed. BT

- H. Review, consideration, and possible final acceptance of the Elko Sports Complex Comfort Station Project, and matters related thereto. **FOR POSSIBLE ACTION**

At the June 12, 2019 meeting, Council awarded the Sports Complex Comfort Station Project to Granite Construction in the amount of \$888,888.00. There were four monetary change orders during construction that resulted in a combined additional cost of \$31,429.00. The final cost of the project was \$920,317.00. This project was substantially completed on October 15, 2019. Final Punch List Items and Final Billing have since been completed. BT

- I. Review, consideration, and possible direction to Staff to solicit bids for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. **FOR POSSIBLE ACTION**

This is a maintenance project budgeted for the current fiscal year's budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. DJ

- J. Review, consideration, and possible action to award a bid for the City of Elko RBC Removal Project, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on November 12, 2019. A Bid Tally Sheet is attached. DJ

- K. Review, consideration, and possible action to award a bid for the City of Elko 18" Water Line Relocation Project, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on November 21, 2019. A Bid Tally Sheet is attached. DJ

- L. Consideration and possible acceptance of a donation of a 2006 Pistonbully Groomer to SnoBowl, and matters related thereto. **FOR POSSIBLE ACTION**

Peterson Equipment from Hyde Park Utah donated a 2006 Pistonbully Groomer with a Mercedes Diesel Engine to SnoBowl. The groomer is estimated at current market price at \$50,000 - \$60,000. A new groomer costs approximately \$350,000. JW

IV. UNFINISHED BUSINESS

- A. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ONLY-NON ACTION ITEM**

Based upon City Council action on October 22, 2019, Staff is providing a status update with regard to 403 Pine Street. MR

V. NEW BUSINESS

- A. Review, consideration, and possible approval of an Access Agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs for a portion of property referred to as APN 001-01A-012, and matters related thereto. **FOR POSSIBLE ACTION**

The U.S. Department of Veterans Affairs is proposing a purchase of approximately 15 acres of city owned property. They are requesting permission with this access agreement to appraise the property, perform surveys, conduct engineering tests and studies, make test borings and carry out such other exploratory investigations as they determine necessary in order to do their due diligence investigations prior to purchasing. CL

- B. Review, consideration, and possible action to accept the 2020 Planning Commission Work Program, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered a draft 2020 Work Program at their meeting January 7, 2020. They took action to approve the Work Program and forward it to Council for acceptance. CL

- C. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

On December 10, 2019, Council accepted a letter of resignation from Planning Commission member Ian Montgomery. Staff conducted the standard recruitment process and has received 2 letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2020. CL

- D. Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with Jordanelle Third Mortgage, LLC for Phase 2 of the Tower Hill Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

As required by Elko City Code 3-3-21, the City and Jordanelle Third Mortgage, LLC entered into an agreement to install improvements for Phase 2 of the Tower Hill Subdivision on March 26, 2019. Jordanelle Third Mortgage has completed the subdivision improvements for Phase 2 of the Tower Hill Subdivision, but due to required testing timelines, the engineer of record has not yet certified a portion of the sidewalk. Due to an upcoming deadline, the developer has chosen to post a performance guaranty in accordance with Elko City Code 3-3-22 and the

performance agreement to cover the cost of the sidewalk still in need of certification. 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

- E. Review, consideration, and possible approval of a request from Bernard Douglas Elvin III, dba Star Meat Services for concession space at the Elko City Main Park, and matters related thereto. **FOR POSSIBLE ACTION**

We have two concessionaires no longer using their space at the park. They are Williams Barbeque and Ruby Mountain Hot Dogs. Mr. Elvin II is requesting to use park space 4 to sell hot dogs and lemonade. He has been issued an Elko City Business License. KW

- F. Review, consideration, and possible approval of a Hangar (C4, C5, D1, and D2) Lease Agreement with Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager), and matters related thereto. **FOR POSSIBLE ACTION**

Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager) recently purchased Hangars C4, C5, D1, and D2 from Ann Barron and Ron Privasky and a new Lease Agreement needs to be completed with Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager). Additionally, Airport Ground Leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF

- G. Review, consideration, and possible approval of a Hangar (G7) Lease Agreement with Richard Evans, and matters related thereto. **FOR POSSIBLE ACTION**

Richard Evans recently purchased Hangar G7 from the Marvin Epstein Trust, and a new Lease Agreement needs to be completed with Richard Evans. Additionally, Airport Ground Leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF

- H. Review and possible approval of the First Amendment to the Nonexclusive Franchise Agreement between the City of Elko and White Cloud Communications Incorporated, amending Section 1.2 of the agreement, granting a revocable license to pull communication cable in underground conduit owned by the City of Elko and located within City Rights-of-Way, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved a Nonexclusive Franchise Agreement between the City and White Cloud Communications Incorporated at its meeting on December 10, 2019. White Cloud Communications Incorporated wishes to utilize City owned conduit within City Rights-of-Ways to build out communication infrastructure. The City of Elko code requires the installation of conduit under certain circumstances

to facilitate the build out of communication infrastructure within the community. The proposed amendment grants a revocable permit under the Nonexclusive Franchise Agreement for the purposes of installing telecommunication cable in City owned conduit. SAW

- I. Review, consideration, and possible approval to advertise a request for proposals to operate the Food/Beverage Concession area at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

The Airport would like to advertise to the public for proposals to operate the Food & Beverage Concession in the terminal. Any new contract will be negotiated with the successful bidder and brought before City Council for final approval. JF

- J. Review, discussion, and consideration to initiate the purchase of the former Great Basin Surgical Center, located at 855 Golf Course Road, for the purpose of future City of Elko office space, and matters related thereto. **FOR POSSIBLE ACTION**

Currently, Elko City Hall and the adjacent annex buildings are at capacity. Additional office space and document storage areas are needed to accommodate current (and future) staffing levels.

The former Great Basin Surgical Center, located at 855 Golf Course Road, is currently listed for sale at \$850,000. The facility was purpose built in 1997 and is approximately 9,000 square feet.

Recently, it was communicated to City Staff that the owners would be willing to sell the facility to the City of Elko for \$450,000. City Staff has toured the facility and believes it could accommodate the entire Community Development function of the City (Building, Planning, Engineering, and Utilities), as well as accommodate possible non-profit leases (i.e., Nevada Health Centers). Significant renovations and tenant improvements would be required to convert the building from a medical facility to a general office facility. Although renovations could be phased over time, preliminary estimates exceed \$500,000.

Additionally, parking is not included in the parcel and is currently owned by Nevada Health Centers. If the City wishes to initiate the purchase, Staff recommends negotiating a transfer of the parking lot in exchange for excess, leasable office space within the facility.

The City of Elko's Ad Valorem Capital Projects Fund can be used for the purchase of property and/or the renovation of facilities. As of June 30, 2019, the balance of the fund was \$1,331,089 (audited). CC

- K. Review, discussion, and consideration of amending City of Elko Telecommunications Franchise Fees pursuant to Elko City Code Title 8, Chapter 12, and matters related thereto. **FOR POSSIBLE ACTION**

In conjunction with the Governor's Office of Science, Innovation, and Technology (OSIT), the City of Elko has been actively involved in regional broadband development efforts. As a result, existing City of Elko Telecommunications Franchise Fees have been identified as a potential barrier to future broadband development within the community.

Telecommunications Franchise Fees are currently 2% of gross revenue, and generate approximately \$100,000 per year. While a reduction or suspension in the Franchise Fee will reduce annual revenue to the City, the economic development impact from a large broadband buildout would most likely offset most, if not all of the loss in revenue.

City Staff is requesting direction regarding the amendment (and duration) of existing fees. Any fee amendments must be brought back to the City Council and approved through resolution. CC

VI. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No 1-20, Resolution and Order providing for the Elko City General Election to be held November 3, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko City Council will have two Councilmember positions available for the election to be held November 3, 2020. The City Election shall be governed by and conducted in accordance with the Elko City Charter, Title 1 Chapter 5 of the Elko City Code, and all applicable laws of Nevada. KW

- B. Review, consideration, and possible approval of Resolution No. 2-20, a Resolution amending various fees related to Ruby View Golf Course pursuant to Elko City Code, Title 8, Chapter 13, Section 3, and matters related thereto. **FOR POSSIBLE ACTION**

The Golf Course Financial Advisory Committee took action to recommend amending various fees at Ruby View Golf Course on December 16, 2019. A draft resolution has been included in the agenda packet for review. JW

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 114-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Greg Chavez, Emily Andersen, Alberto Parra, Cory Vorwaller, and Sydnie Chavez, DBA The Stage Door Elko, LLC., located at 303 3rd Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval of a request from Mr. Steve Elliot for reimbursement of water damage related expenses due to a water leak on Mr. Elliot's property, and matters related thereto. **FOR POSSIBLE ACTION**

On September 12, 2019, Mr. Steven Elliot filed a claim with the City Clerk regarding a water leak that occurred on his property on August 9, 2019, causing damage to his basement. There was no visible evidence of a leak on Mr. Elliot's property other than water entering his residence. Water Department Staff investigated the leak, performed pressure tests on the home and isolated the customer's valve. Staff found there was no leak between the City Shutoff Valve and residence.

With no visible signs of water coming to the surface, Staff started digging on Mr. Elliot's property between the City Isolation Valve and the City Main in order to prevent further damage to Mr. Elliot's residence. A leak was discovered between the City Main and the City Shutoff for Mr. Elliot's residence. Staff repaired the line and replaced the Meter Pit. A claim was filed with Alternative Service Concept, the City's Third Party Insurance Administrator. This claim was denied by ASC on October 24, 2019 stating, "Based on our investigation of the facts, we have determined the City of Elko is not negligent, and is therefore not liable for any damages resulting from this water leak." Mr. Elliot requested to bring this claim to City Council on December 27, 2019. KW

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 28-19, a resolution and order vacating a portion of Front Street Rights-of-Way approximately 1,926 sq. ft. abutting APN 001-422-002, which is located within the City of Elko, Nevada, to the abutting property owner Ellison Properties, filed and processed as Vacation No. 12-19, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted a petition for the subject vacation at its regular meeting of October 22, 2019, 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 meeting December 3, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 12-19 with findings in support of its recommendation. CL

- B. Review, consideration, and possible action to adopt Resolution No. 31-19, a resolution and order vacating a portion of Commercial Street Rights-of-Way, approximately 50 feet in width by 2 feet in depth abutting APN 001-343-008, which is located within the City of Elko, Nevada, to the abutting property owner MPLDP LLC., filed and processed as Vacation No. 11-19 by City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Council made a motion to vacate a portion of Commercial Street Right-of-Way at its regular meeting of September 24, 2019, 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 December 4, 2019, and took action to forward a recommendation to Council to adopt a resolution,

which conditionally approves Vacation No. 11-19 with findings in support of its recommendation. CL

IX. REPORTS

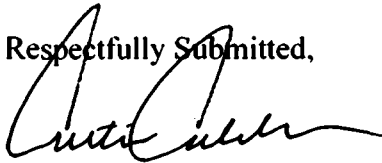
- A. Mayor and City Council
- B. City Manager – Strategic Planning Session
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services 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,

Curtis Calder
City Manager

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

SS December 10, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, December 10, 2019.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

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

There were no public comments.

APPROVAL OF MINUTES: November 26, 2019 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- B. Presentation of Integration of potential fire department portable radios into the self-contained breathing apparatus worn by fire department personnel, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department has applied for a grant for portable radios and looking to replace them in the next year if grant funding does not happen. These radios integrate into the current self-contained breathing apparatus via Bluetooth and will increase firefighter safety and enhance communication between responders and the incident commander. JS

Jack Snyder, Deputy Fire Chief, explained they want to demonstrate what potential grant funds would go towards. They have been unsuccessful in the past obtaining grants for this. With new radios, they can talk into the radio and sound crystal clear. They also integrate with the Bluetooth included in the headset. He also discussed all the built in safety features the radios have. With the help of some of the fire fighters, he demonstrated how the radio sounds when connected to the Bluetooth. These are the radios they are hoping to purchase in the future. They are rated for fires up to 500 degrees.

Mayor Keener reminded him to circle back to the U.S. Senator's office to get a letter of support for the grant application.

Mr. Snyder said they would do that as soon as the grant process opens up. Right now they just wanted to demonstrate the radios. If they cannot get the grant they will be looking at making a capital equipment purchase to replace the portables and may combine with the Police Department and possibly save over \$40,000.

- A. Presentation by Mark Robison, Senior Consultant with the Humane Network and Co-Executive Director of Maddie's Pet Project regarding Trap-Neuter-Return (TNR) programs, including possible action to initiate amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Mark Robison, Humane Network, gave a presentation (Exhibit "A").

Mayor Keener asked what the average cost is to neuter a cat.

Mr. Robinson answered it depends on a few things. In general, he guessed it would cost around \$40 per cat.

Councilwoman Simons asked how long that \$70,000 will last before we need to start fundraising.

Karen Walther said she didn't have an answer for that. We have a small facility and may need to expand it. The money would last a while.

Mr. Robison said they do this in Carson City and that clinic is only open one day a week. It is working out well there.

Councilman Stone said one thing we struggle with here, we are a city facility but dealing with a large county. Getting a vet in to do the spay/neuters is difficult. Was he saying there are groups that will do this for us? We don't have a lot of space in the shelter for the animals so where will they go?

Dr. Diana Lucree, Humane Network, said the animals come into the clinic in the trap and leave in the trap. They held a clinic in Battle Mountain two weeks ago and had 93 cats. It was all volunteers and trappers from all over.

Curtis Calder, City Manager, said this is different than what LASSO does. LASSO does the spay/neuter for animals that are adopted out. Feral cats are not adopted out. We track the statistics closely and have plateaued on the intake number of animals that are spayed/neutered. The feral cat numbers are not going down under the current policy. He didn't think we have anything to lose but the current code does not allow this option. This would be an alternative if we changed the code to allow this type of program.

Karen Walther, Animal Shelter Manager, said her thoughts on this were concerning logistics and planning. There are many variables. We have a small shelter and spay/neuter clinic. There is a cat problem. She thought it could work but there are some issues to work through.

Connie Manly, Animal Control Officer for Elko County Sheriff's Office, said some years she spearheaded a similar program in Jackpot. They spent three days working there and then the city dropped the ball. There is a cat problem in Jackpot again. She felt it had been a waste of time.

Mr. Calder asked if Elko County had any codes similar to Elko City.

Ms. Manly answered there were no codes regarding cats other than they need to be vaccinated for rabies.

Meadow Stahl, Animal House, said they are looking for the opportunity to help animals. They are asking the City to change the code so people can help animals with programs such as this one. She is very passionate about TNR and other animal programs.

Sarah Ferlisi, Spring Creek, Elko Feline Fix Project, said they have people approaching them all of the time about fixing cats. They are asked to take the cats in but they are not a shelter. People are desperate for help. They are just two people and cannot meet the need themselves. If we had these bigger programs to come in and do this, it will help out tremendously.

Dana Champion, Elko City Animal Control Officer, went over some of her concerns. A program as this would be managed by volunteers and it is hard to keep volunteers. Another concern

would be funding. What if some of these cats are harboring illnesses and possibly spread those illnesses in the community?

Mr. Robison said it may seem like the costs are high. In doing a program like this, much of the shelter costs go away with a TNR program. The diseases are already being spread into the community. With the TNR program, the cats are being vaccinated before they are released.

Mayor Keener didn't see any harm in allowing a code change that would facilitate a TNR program.

Mr. Calder said code changes would be minor and Council could direct staff to bring something back to the next meeting.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to initiate amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko and to bring it back for a first reading.**

The motion passed unanimously. (5-0)

Mayor Keener noticed that Sheriff Narvaiza was present in the audience and asked him what item on the agenda he was here for.

Sheriff Narvaiza answered that he was present for the TNR item.

II. CONSENT AGENDA

- A. Review, consideration, and possible approval for the Elko Police Department to enter into a Memorandum of Understanding (MOU) with the United States Marshal Service, and matters related thereto. **FOR POSSIBLE ACTION**

The purpose of this MOU is to delineate the responsibilities of the U.S. Marshal Service personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation.

The Elko Police Department would be entering into this agreement and providing officers for this task force on an as needed basis. The City Attorney has reviewed the agreement and has found it satisfactory. There is no financial burden to the City of Elko. TT

- B. Review, consideration, and possible approval for the Elko Police Department to enter into a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation, Northern Nevada Safe Streets Task Force (SSTF) for operational support, and matters related thereto. **FOR POSSIBLE ACTION**

The purpose of this MOU is to delineate the responsibilities of the Federal Bureau of Investigation Northern Nevada SSTF; formalize relationships between

participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation.

The Elko Police Department would be entering into this agreement and providing officers for this task force on an as needed basis. The City Attorney has reviewed the agreement and has found it satisfactory. There is no financial burden to the City of Elko. TT

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

The motion passed unanimously. (5-0)

III. APPROPRIATIONS

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the general warrants.**

The motion passed unanimously. (5-0)

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the Print 'N Copy warrants.**

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

IV. UNFINISHED BUSINESS

- A. Review, consideration and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and White Cloud Communications Incorporated for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

At the November 26, 2019 Council Meeting, City Council tabled this item and directed Staff to bring the item back at the December 10, 2019 City Council meeting. The proposed term of the agreement is 10 (ten) years and provides for a 5 (five) year renewal provided the terms and conditions remain the same. The proposed franchise fee is 5 (five) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW

Scott Wilkinson, Assistant City Manager, explained there were representatives present from White Cloud. The Franchise Agreement is patterned after the Level 3 Agreement that was approved most recently. It was reviewed by Legal Counsel and White Cloud.

Dave Skinner, White Cloud Communications, explained they have 100-gig breakout at the Airport and would like to bring that in to the City for people that need it.

Councilwoman Simons asked if they are offering residential services. How soon until they be offering services.

Mr. Skinner answered yes. Their hope is to have services available in about six months. They have an engineer working on it right now.

Mayor Keener said we love broadband and look forward to learning more about their services.

Mr. Wilkinson said they would be exploring the potential lease of space on a City owned tower at the airport. They have had some brief discussions with White Cloud regarding the possible use of conduit that we already have in place. This would most likely include a revocable permit to utilize existing conduit. If this is approved, we will move forward with exploring what we need to bring back to Council.

Mr. Skinner added that if they can use the existing conduit it would speed up the process of them getting bandwidth into Elko. They are excited to move forward with this.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve a Non-Exclusive Franchise Agreement between the City of Elko and White Cloud Communications, Inc., for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko.**

The motion passed unanimously. (5-0)

- B. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

Based upon City Council action on November 27, 2019, Staff is providing a status update with regard to 403 Pine Street. MR

Michele Rambo, Development Manager, stated the Elko Daily Newspaper reported that the house is sold but that is not the case. There is no contract pending for the house as of this afternoon. There are two interested parties that they are expecting to make offers next week but at this point we are still without a buyer. Until there is a buyer, there is still December 22, when the City will take over abatement.

Mayor Keener said he spoke to one of the buyers right before the meeting and they are out. Hopefully the other interested party is still interested.

V. NEW BUSINESS

- A. Review, consideration, and possible action to accept a letter of resignation from Mr. Ian Montgomery from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

This resignation is a result of Mr. Montgomery's work schedule conflicting with the Planning Commission meetings. CL

Cathy Laughlin, City Planner, explained the letter of resignation was included in the packet. If this letter is accepted she requested that they be given an additional week to advertise the vacancy due to the holidays.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to accept the resignation of Planning Commission Member Ian Montgomery, and direct staff to begin the recruitment process and allow for one additional week of advertisement through the 5th of January.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with DDS Properties, LLC for the Humboldt Hills Subdivision, and matters related thereto.
FOR POSSIBLE ACTION

As required by Elko City Code 3-3-21, the City and DDS Properties, LLC entered into an agreement to install improvements for the Humboldt Hills Subdivision on February 12, 2019. The agreement to install improvements stated that the developer would construct the subdivision improvements with its own resources. However, in some cases, the developer may decide to post a performance guaranty, then record a final map and begin construction prior to the completion of the subdivision improvements. In this case, DDS Properties has completed some of the subdivision improvements for the Humboldt Hills Subdivision, but has chosen to post a performance guaranty in accordance with Elko City Code 3-3-22 and Section 1.A of the agreement to install improvements for the remainder of the work. To accomplish this, staff has determined that the City and the developer need to revise language in the agreement to install improvements that is inconsistent with posting a performance guaranty for the remaining work. To permit the developer to post a performance guaranty while staying in compliance with the agreement to install improvements, staff is recommending the proposed First Amendment. MR

Michele Rambo, Development Manager, explained the developer entered into a performance agreement. Section 1A allows for bonding of either all or part of the work. The intent was to allow the developers to record the final maps and begin building and then fill in the improvements as they get money from the houses they sell. This is the first request to bond that they have received so they went back over the performance agreement and reviewed all the steps that need to take place. They discovered that some parts of the agreement were in conflict and did not allow a bond. This amendment will allow the developer to post the bond and move forward with the agreement.

Councilman Schmidtlein asked if the developer was good with the agreement amendment.

Ms. Rambo answered yes. She had an email from him stating he was good with it and the amount.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the First Amendment to Agreement to Install Improvements and Provide Maintenance Guarantee for the Humboldt Hills Subdivision.**

The motion passed unanimously. (5-0)

- C. Review, consideration and possible approval of a lease agreement between the City of Elko, Elko Regional Airport and Nevada Gold Mines, LLC at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

Nevada Gold Mines wishes to enter into a two (2) year lease agreement with the Elko Regional Airport for the lease of 20 parking spaces located at the airport terminal. The current lease will expire on December 31, 2019. JF

Jim Foster, Airport Manager, said this is similar to the agreement they had earlier. It has a 20% reduction in price but a longer-term agreement.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to approve a Lease Agreement between the Elko Regional Airport and Nevada Gold Mines LLC.**

The motion passed unanimously. (5-0)

- D. Review, consideration and possible approval of a Hangar (C6 and D3) Lease Agreement with Mark and Kim Hooper, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Hooper recently purchased Hangars C6 and D3 from Ann Barron and Ron Privasky and a new Lease Agreement needs to be completed with Mark and Kim Hooper. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) JF

Mr. Foster said the lease is the typical lease agreement they do. This one of those big buildings that has six hangars in it. There will be another lease for the other four hangars in the building coming to Council at a later date.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Hance, to approve a T-Hangar (C6 and D3) Lease Agreement with Mark and Kim Hooper.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible appointment of Jan Baum, Financial Services Director, City of Elko, as Property and Equipment Officer, and matters related thereto. **FOR POSSIBLE ACTION**

2019 Hinton Burdick Audit Finding/Recommendation:

2019-004 Property and Equipment Officer

Finding

We noted that with the separation of the previous Administrative Services Director, the State had not been notified of the change in the Property and Equipment Designated Officer required under NRS 354.625. We did not note anywhere in the minutes of the City where the designation took place during a council meeting.

Recommendation

We recommend that the City designate a Property and Equipment Designated Officer as required by NRS 354.625. JB

Jan Baum, Financial Services Director, explained it was her understanding that this was part of her job description.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to appoint Jan Baum, Financial Services Director, as the City of Elko Property and Equipment Officer.**

The motion passed unanimously. (5-0)

BREAK

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 846, an ordinance amending Title 9 Chapter 1, section 3 adding a definition of fire protection service line and section 29, adding a Fire Protection Service Fee, and matters related thereto. **FOR POSSIBLE ACTION**

City Council accepted the Water Study completed by Farr West Engineering and directed Staff to complete a Business Impact Statement on Water Rate Increases at the September 9, 2019 Council Meeting. At the November 12, 2019 meeting, Council accepted the Business Impact Statement and found that Ordinance No 846 does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. First reading of this ordinance was held on November 26, 2019. KW

Kelly Wooldridge, City Clerk, explained this is second reading and she has not received any comments.

Mayor Keener said we are supposed to disclose, for the record, that we are all customers of the City of Elko Water Department. He called for public comment without a response.

**** A motion was made by Councilman Schmittlein, seconded by Councilwoman Simons, to conduct second reading, public hearing and adopt Ordinance No. 846.**

The motion passed unanimously. (5-0)

VI. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible adoption of Resolution No. 19-18, a resolution amending the Water User Meter Fees pursuant to Elko City Code Title 9, Chapter 1, and Section 29, and matters related thereto. **FOR POSSIBLE ACTION**

At the September 9, 2019 meeting, Council accepted the Water Study completed by Farr West Engineering and directed Staff to complete a Business Impact Statement on Water Rate Increases.

At the November 12, 2019 meeting, Council accepted the Business Impact Statement and found that Resolution No. 19-18 does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. This resolution raises the Water User Meter Fees 5% per year over the next three years. KW

Ms. Wooldridge explained she had the numbers transposed on the original agenda. She consulted with legal and he felt they were okay since the numbers were corrected mostly on the action sheets. The intent was the same and we can move forward with this. This Resolution is specific to the water meter rates.

Mayor Keener called for public without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to adopt Resolution No. 18-19.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible adoption of Resolution No. 19-19, a resolution amending the water flat rate user fees pursuant to Elko City Code Title 9, Chapter 1, and section 29, and matters related thereto. **FOR POSSIBLE ACTION**

City Council accepted the Water Study completed by Farr West Engineering and directed staff to complete a business impact statement on water rate increases at the September 9, 2019 City Council Meeting. At the November 12, 2019 meeting City Council accepted the business impact statement and found that Resolution 19-19 does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. This resolution raises the water flat rate user fees 5% per year over the next three years. KW

Ms. Wooldridge explained this is for the flat rate. All of these resolutions will be effective January 1, but the first billing will not go out until February.

Mayor Keener called for public without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidlein, to adopt Resolution No. 19-19.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible adoption of Resolution No. 19-20, a resolution setting the fees for Fire Protection Services Line pursuant to Elko City Code Title 9, Chapter 1, Section 29, and matters related thereto. **FOR POSSIBLE ACTION**

At the September 9, 2019 meeting, Council accepted the Water Study completed by Farr West Engineering and directed Staff to complete a Business Impact Statement on Water Rate Increases.

At the November 12, 2019 meeting, Council accepted the Business Impact Statement and found that Resolution No. 19-20 does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. This resolution establishes a fee for the Fire Protection Service Line Pursuant to Ordinance No. 846. KW

Ms. Wooldridge explained this resolution establishes the rate for Fire Service Protection Line.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to adopt Resolution No. 20-19.**

The motion passed unanimously. (5-0)

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 30-day Temporary Retail Wine and/or Beer License and recommended denial of the request to issue a Regular Retail Wine and/or Beer License, to Jorge, DBA Mr. Shrimp Mariscos, located at 232 Silver Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained the applicant was present. Jorge was present and a friend, Jonathan, was present to translate since Jorge did not speak English.

Mayor Keener said to Jonathan, it is not typical for the Police Chief to recommend denial. The odds of Council overcoming this recommendation is very low. Does Jorge still wish to move forward with the full hearing on this?

Jonathan answered in the affirmative.

Chief Trouten pointed out that under City Code 4-5-6, Section A, no license shall be issued unless the person is of good moral character and satisfactory business responsibility. The items he will be discussing fall under good moral character. Also under 4-5-13 includes instances in which City Council may suspend, restrict, terminate or condition any license, and grounds and procedures. Item number 2 does discuss the misrepresentation of any material fact by the applicant in obtaining a license under this chapter. October 31, 2019, Jorge Contreras, aka Jorge A. Contreras Perez, and Lucero Bravo came to the Police Department and submitted an application for a liquor license for beer and wine. Mr. Contreras submitted a TIPS training certificate. The completion date was October 30, 2019, one day prior to them coming in. They completed the application and he issued a temporary retail beer and wine license. November 1, Lt. Pepper and himself met with Jorge and Lucero at the Police Department and gave them copies of the Elko City Bar Guide and the Elko City Liquor Code. Lucero was acting as a translator for Jorge. There was an incident that occurred on November 10 at Mr. Shrimp. It involved Jorge as a suspect and a complaint has been filed in court, wherein three misdemeanor offenses are alleged to have been committed by Mr. Contreras. The due process has not been completed and he has not been convicted of any of these items. This incident occurred in his business at 5:45 a.m. They look to liquor license holders to assist us in minimizing some of these types of crimes and do not expect them to commit them on their premises. On November 19, Ms. Bravo asked to be removed from the temporary liquor license and the application. She explained someone else took the TIPS training for Jorge. She signed an affidavit saying that. Mr. Contreras does speak Spanish and the online TIPS training is available in Spanish and there is no reason he was not able to complete the training himself. There was another report in which it was alleged that employees were serving alcohol without the appropriate TIPS training. The temporary liquor license expired on November 30. The restaurant was told by an officer to remove the alcohol from the bar. The officer witnessed that the bar was serving more than just beer and wine. That officer took pictures of what appears to be a fully functional bar (Exhibit "B"). He had a conversation with Mr. Contreras and shared his concerns. The investigation of his background is limited because the fingerprint information is only what occurs in Nevada. Mr. Contreras was a resident of California until recently. He has been asked to make a judgement on Mr. Contreras' character based on very limited information. The moral character of the applicant is in question due to the fraudulent TIPS certificate submitted, a fully functional bar in a business that has not been approved for a liquor license, and the acts committed in the criminal complaint.

Councilman Stone asked if anyone else was on the liquor license.

Chief Trouten answered no. Because Ms. Bravo was a manager she did not have to be on the license. She has been removed and has nothing more to do with the business.

Mayor Keener called the applicant up to rebut the charges.

Jonathan Vasquez, translating for Mr. Contreras, explained the bottles were already there. He only met Mr. Contreras a little while ago and was trying to understand everything. He didn't think Ms. Bravo was very clear and liquor code was explained to him completely. The alcohol was there from previous businesses. He didn't think he needed to remove it. When the incident happened, they were living upstairs because there are rentals upstairs. He was unaware TIPS is available in Spanish. He wanted to know if there was anything he could do to make this better.

In this type of restaurant it is a necessity to serve alcohol. If you don't have alcohol, beer wise, it doesn't really go together. He wants to be able to show that he is responsible.

Mayor Keener asked why would several hundred dollars worth of liquor be left behind.

Mr. Vasquez answered he honestly doesn't know. They were more of a mixer than liquor. None of it had been served. You don't really serve that stuff with seafood.

Councilman Schmidtlein asked what is the thought process of where we are going. Falsifying documents, as the Chief brought up, what is his disposition standpoint on doing that?

Mr. Vasquez answered Mr. Contreras blamed it all on Ms. Bravo, who was translating for him previously. She offered to help him with his business because he was back and forth from California. She offered to get all the licensing. He didn't realize that was a personal requirement and was not fully told. When he told her to get very specific with him, she wasn't very clear on what he needed to really do.

Councilman Schmidtlein pointed out the test was put in Jorge's name. When you submit that test result on TIPS, his drivers license was being utilized on it, correct?

Mr. Vasquez answered yes.

Councilman Schmidtlein said item number 2, do you realize a liquor license/beer and wine license is a privilege?

Mr. Vasquez answered yes, he does.

Councilman Schmidtlein asked, do you think you abused the right of the liquor license/beer and wine license.

Mr. Vasquez answered no because Ms. Bravo wasn't clear on everything she needed to tell him. If he was to take the TIPS test again, he was sure he would personally complete it. She had all of his personal information; driver's license and social security number. He was still living in California at the time all of the licensing was going through.

Councilman Stone asked if these misdemeanors are convictions, does that preclude him from having a beer and wine liquor license.

Chief Trouten answered no, only felony convictions would keep him from holding a liquor license.

Mayor Keener asked Chief Trouten if he realized the alleged incident was actually in the apartment dwelling and not actually in the business itself.

Chief Trouten answered according to the statements he has, it was downstairs in the business. One of the subjects was in the restroom and came out and this occurred in front of the bar downstairs. They may have been living upstairs but that was the statement as provided to them.

Mayor Keener asked Jorge if the incident occurred in the restaurant area.

Mr. Vasquez answered it happened inside when they went inside for something. It was after they went to a dance.

Councilman Hance said he has a bar card issued by the Chief. He went through the tests and everything that Jorge should have gone through. This is not something to be taken lightly.

Mr. Vasquez says Jorge apologizes and wants a chance to get the license back.

Councilman Stone said in his mind there is no choice but deny the permit. Is it possible in three months to reapply once the misdemeanor things are done and he has done his TIPS training? Mistakes happen but he broke the rules. What is our policy on reapplying.

Dave Stanton, City Attorney, said he thought there was a limitation. He was trying to find it in City Code. It would be something that would be a code requirement. There is no process for a conditional denial. If there is a way for him to come back it would be permitted under the code.

Mayor Keener felt the way this went down does not bode well for the future of this establishment.

Councilman Schmittlein agreed on that. In the past, when people have been put on probation, second chances, they always end up back here at the end of the day. It becomes a long, drawn-out process and we revoke the license after it has been issued.

Councilwoman Simons agreed that they need to deny it and let him know when/if they can reapply. By then, hopefully the Justice Court hears these allegations and we can have a cleaner picture. Part of it is the history of Elko. We have had too many people not take these seriously. We don't cut slack anymore.

Councilman Hance agreed with a denial.

Mayor Keener felt there was ample justification. He asked Mr. Stanton what he wanted to see in ways of findings in a motion.

Mr. Stanton said he would like to see in the motion, the Police Chief gave Council a report with some specific facts, and the motion should say, "based on these facts, we arrive at this finding..." and use the terminology in the code regarding that.

**** A motion was made by Councilman Schmittlein, seconded by Councilman Hance, for ratification of the Police Chief issuing a 30-day temporary retail wine or beer license, going with the Police Chief's recommendation of denial of the request to issue a Regular Retail Wine and Beer License to Jorge Contreras, dba Mr. Shrimp Mariscos, located at 232 Silver Street, Elko, Nevada, and this request for the beer/wine license will be denied per section 4-5-6 of the City Code, "which a liquor license is required all must be persons of good moral character," was not established. Also, per section 4-5-13-A-2, the misrepresentation of any material fact by the applicant in obtaining a license under this chapter, basically, it was brought to us that another constituent completed the TIPS test**

and it was not completed by the actual applicant, and gives us basis. Also, in section 4-5-9A states the Council may deny an application that fails to comply with the requirements of this chapter, or that the City Council determines is reasonably likely to result in a violation of this chapter, he did violate several things by abusing the privilege of a beer/wine license. The facts that the Chief presented to Council shows liquor that was in the establishment, more than most likely was being served and it wasn't properly licensed to do so; falsifying documents; an arrest took place of the licensee which shows the licensee is not in good moral character to run a business.

After the motion, there was discussion about if/when the applicant can apply again.

Mr. Stanton stated he and Chief Trouten will work on that. If there is nothing in the code, he can just come back.

Councilman Hance seconded the motion.

The motion passed unanimously. (5-0)

Councilman Schmidlein stated we have a responsibility to protect the safety and well-being of the citizens of Elko.

IX. REPORTS

A. Mayor and City Council

Mayor Keener said it has been a busy couple of weeks. The Foundation Assisting Seniors sent him a letter regarding a senior citizen of the year award and looking for nominations. He and Curtis had an opportunity to look at some real estate for sale, the old surgical center across from the old Police Station. It is a gigantic maze but would be good for City office space. We need to put that on a future agenda to talk about. He will not be attending the Christmas Party on Friday and hopes that everyone has a good time. He asked if they could get some good matching chairs for the table below the dais. He had a question on the payables. Dennis answered that was for an independent consultant that the Landfill has used for many years.

Councilwoman Simons will not be able to do the radio show next Tuesday. Councilman Schmidlein volunteered to take her place. She will not be at the Christmas Party.

Mayor Keener thanked staff for all the extra work they did over the last year.

Councilman Schmidlein will not be at the Christmas Party and wished everyone a Merry Christmas. He will also be missing the first meeting in January.

Council members Stone and Hance will be at the Christmas Party.

Councilman Stone reported tomorrow the ECVA marketing will be meeting. Elko High School is building a new facility with a theatre and ECVA is worried about losing some revenue.

B. City Manager

Curtis Calder reminded them that if they have not RSVP'd for the Christmas Party, they need to. It will be Friday and the kids will have their own party. In looking at Sales Taxes, the projection in the budget is within 1%. We anticipate that we will continue to see good sales tax but it will taper down once the Komatsu project nears completion.

Councilman Schmidlein corrected his previous statement and will be at the first meeting in January.

C. Assistant City Manager

Scott Wilkinson thanked Dennis Strickland and the Street Department crews for their cleanup at the humanitarian camp. It costs \$15,000 to \$20,000 to keep that camp clean annually. There is a volunteer that works through FISH that would like to present to Council in January of the possibility of a needle exchange program at the camp.

Councilman Schmidlein asked about setting up surveillance at the camp.

Mr. Wilkinson said he had that discussion with IT last year and the decision was that it would be cost prohibitive.

D. Utilities Director

Dale Johnson reported they were able to get the 18-inch valve installed on Spruce Road. The shop plans were delivered to Jeff this week.

E. Public Works

Dennis Strickland reported leaf collection was down 400 bags.

E. Airport Manager

Jim Foster said he will be reaching out to get the trip to Sky West scheduled for those that are interested. At the next meeting, he will be introducing the newest employee to Council.

G. City Attorney

Dave Stanton said dummy cameras have proven to be effective sometimes in situations such as the homeless camp. Eventually people figure out they are dummies but they can discourage bad behavior. He wished everyone a Merry Christmas.

H. Fire Chief

I. Police Chief

Chief Trouten thanked the Fire Department for responding to another fire alarm at the Police Department in the middle of the night. Hopefully, the problem behind the issue is corrected now. Looking forward, he hopes to have two new officers to introduce to Council next year. Regarding cameras, there are some just sitting on their shelves that can be utilized somewhere.

J. City Clerk

Kelly Wooldridge reported that she got a request from the Free Press last week regarding room tax. According to State Law, we do not release the actual number that is collected in room taxes but they were asking about room taxes for the calendar year. Room taxes were up for the fiscal year according to the audit we heard last week, but when she looked at calendar year numbers, room tax collection was down about 8%. This is the first time it has gone down since 2016.

K. City Planner

L. Development Manager

- M. Financial Services Director
- N. Parks and Recreation Director

James Wiley said they sent the goats back to Utah for Christmas and will be returning in May. The Pool is closed for maintenance and repairs. They just finished up with the Festival of Trees. Parks has been heavily involved with the Christmas Party and the Snowflake Festival. The SnoBowl is doing well and waiting for snow to open up.

- O. Civil Engineer

Bob Thibault reported that the Sports Complex is wrapping up with just one issue they are working on. Everything else is done. Great Basin Engineering Contractors is hoping to do some concrete work this month. General Fence will be installing some fencing around the hot hole. Parks has been busy installing benches and such in the dugouts.

- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

There being no further business, Mayor 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 a Syringe Services Program to be implemented and managed by Trac-B Harm Reduction Clinic, Las Vegas, Nevada, on City owned property located at 398 Hot Springs Road (Humanitarian Campground), and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: January 14, 2020**
3. **Agenda Category: PRESENTATION**
4. **Time Required: 15 Minutes**
5. **Background Information: Trac-B Harm Reduction Clinic, Las Vegas, NV, wishes to establish a syringe service program at the Humanitarian Campground located at 398 Hot Springs Road. The property is owned by the City of Elko. Mr. Richard Cusolito has been trained by Trac-B has a Client Outreach Specialist and would manage the program for Trac-B. Mr. Cusolito resides within Elko County and has been involved with persons residing at the camp through his volunteer efforts through FISH and privately over a period of several years. SAW**
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: Presentation-Syringe Services Program SSP**
9. **Recommended Motion: Direct Staff to develop a revocable agreement for the establishment and management of a syringe service program to be located on City owned property at 398 Hot Springs Road for the benefit of persons properly registered and residing at the Humanitarian Campground.**
10. **Prepared By: Scott Wilkinson, Assistant City Manager**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution:**

**Elko City Council
Agenda Action Sheet**

1. Title: **Election of Mayor Pro Tempore, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
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 COUNCIL REQUIRED**
2. **Meeting Date: January 14, 2020**
3. **Agenda Category: PERSONNEL**
4. **Time Required: 10 Minutes**
5. **Background Information:**
 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**
6. **Budget Information:**

Appropriation Required: N/A
Budget amount available: N/A
Fund name:
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Draft Mayoral Appointment Spreadsheet 2020**
9. **Recommended Motion: No Action by the Council**

Agenda Item II.C.

- 10. Prepared By: Curtis Calder, City Manager**
- 11. Committee/Other Agency Review:**
- 12. Council Action:**
- 13. Council Agenda Distribution:**

Mayoral Appointments	Mayor Keener	Councilwoman Simons	Councilman Schmidtlein	Councilman Stone	Councilman Hance
Arts and Culture Advisory Board		1st			
Airport and Public Property		1st			2nd
Fair Board			1st		
Fire			1st	2nd	
Parks/Recreation/Cemetery/Golf		1st		2nd	
Police	1st		2nd		
Streets/Public Works		1st			2nd
Building Department		1st			2nd
Water and Sewer	2nd				1st
RAC					1st
Landfill			1st		2nd
Animal Shelter		2nd		1st	
County Commission	1st		2nd		
Elko Debt Service	1st				
NNRDA	1st				
ECVA				1st	
Recreation Board	MEMBER	MEMBER		MEMBER	MEMBER
RTC			1st		
Finance	1st		2nd		
IT Department					1st
SWAC					1st
Mayor Pro Tempore:			1st		

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Elko Police Department to purchase a Ford Explorer in place of the Dodge Charger AWD Sedan, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **During the November 12, 2019 Council Meeting, Council approved the Elko Police Department's request to purchase a Dodge Charger AWD Sedan at the estimated cost of fifty-four thousand, one hundred and twenty-four dollars and sixty-four cents (\$54,124.64). The Charger was to be utilized as a marked patrol unit.**

It has since been discovered, the Dodge Charger AWD Sedan is no longer available for purchasing. In addition, two un-marked units have been removed from service, creating a shortage of un-marked units for detectives.

The estimated cost for the Ford Explorer is forty-five thousand, five hundred and seventy-two dollars and sixteen cents (\$45,572.16). This vehicle would be utilized as an unmarked detective unit. The purchasing change would save the City eight thousand, five hundred and fifty-two dollars and forty-eight cents (\$8,552.48). TT
6. Budget Information:
 Appropriation Required: **\$45,572.16 (savings of \$8,552.48)**
 Budget amount available: **\$54,124.64**
 Fund name: **General Fund, Capital Equipment Replacement**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Vehicle request financial breakdown**
9. Recommended Motion: **Approve the Elko Police Department's request to purchase a Ford Explorer in place of the Dodge Charge AWD Sedan.**
10. Prepared By: **Elko Police Chief, Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **N/A**



ELKO POLICE DEPARTMENT

Ty Trouten
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

2019-2020 VEHICLE REQUESTS

1) Ford Explorer Unit (Detectives)

Vehicle	\$ 33,751.00
Radio	\$ 3,412.12
Install and Equipment	\$ 8,409.04

TOTAL	\$45,572.16
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The 2020 Ford Explorer will replace the 2020 Dodge Charger Interceptor. That vehicle is unavailable until 2021.

2) Dodge Charger Interceptor Unit (Patrol)

Vehicle	\$ 31,193.00
Radio	\$ 3,412.12
Install and Equipment	\$ 17,893.45
Cradle Point	\$ 1,126.07
Graphics	\$ 500.00

TOTAL	\$ 54,124.64
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<u>SAVINGS OF</u>	<u>\$ 8,552.48</u>
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**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible acceptance of a grant awarded by the Walmart Corporation for support funds for the Community Risk Reduction Program in the amount of \$4,500, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **City of Elko Fire Department Fire Marshal applied for a Grant through the Walmart Corporation last month (November) for the support funds for the Community Risk Reduction Program.**

As of December 10th, City of Elko Fire Department Prevention was awarded \$4,500 to continue the current project. There is no out of pocket expense for the City of Elko and purchases will be made to support the Community Risk Reduction. JH

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: **Move to Accept the \$4,500.00 Grant from Walmart Corporation for support funds for the Community Risk Reduction Program.**
10. Prepared By: **John Holmes, Fire Marshal**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **John Holmes, Fire Marshal**
 jholmes@elkocitynv.gov

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Elko Sports Complex Outfield Fencing Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At the June 12, 2018 meeting, Council awarded the Sports Complex Outfield Fence Project to Lamoille Fencing in the amount of \$96,624.00. There were no Change Orders. This project was substantially completed on November 15, 2019. Final Punch List Items and Final Billing have since been completed. BT**
6. Budget Information:

Appropriation Required: \$96,624.00
Budget amount available: \$96,624.00
Fund name: Sports Complex / Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **none**
9. Recommended Motion: **Approve final acceptance of the Elko Sports Complex Outfield Fence Project in the amount of \$96,624.00.**
10. Prepared By: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **none**
12. Council Action:
13. Council Agenda Distribution: **Dean Conley: dean.lamoillefencing@gmail.com**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Elko Sports Complex Parking Lot project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their July 24, 2018 meeting, Council awarded the Sports Complex Parking Lot project to Granite Construction in the amount of \$1,273,337.50. There were two monetary change orders during construction that resulted in a combined savings of \$45,902.55, and a few changes in bid item quantities that resulted in an additional savings of \$3,575.50, for a total savings of \$49,478.05. The final cost of the project was \$1,223,859.45. This project was substantially completed on October 11, 2019. Final punch list items and final billing have since been completed. BT**
6. Budget Information:

Appropriation Required: \$1,223,859.45
Budget amount available: \$1,223,859.45
Fund name: Sports Complex / Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Change orders and final quantities.**
9. Recommended Motion: **Approve final acceptance of the Elko Sports Complex Parking Lot project by Granite Construction in the amount of \$1,223,859.45.**
10. Prepared By: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **none**
12. Council Action:
13. Council Agenda Distribution: **Nate Johnston: nate.johnston@gcinc.com**
Jacob Harkness: jacob.harkness@gcinc.com

CITY OF ELKO
FINAL PROJECT QUANTITIES AND COSTS
FOR
Elko Sports Complex - Parking Lot
January 2, 2020

Name
Address
City State
Phone No.
Fax No.

Granite Construction
1900 Glendale Ave
Sparks, NV 89431
775-358-8792
775-358-0372

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization @ _____ Per Lump Sum	1	LS	\$ 57,648.40	\$57,648.40
2	Traffic Control @ _____ Per Lump Sum	1	LS	\$ 12,000.00	\$12,000.00
3	Saw cut Existing Asphalt @ _____ per Lineal Foot	100	LF	\$ 20.00	\$2,000.00
4	Remove and dispose of Existing Asphalt @ _____ per Square Yard.	217	SY	\$ 13.00	\$2,821.00
5	6" Aggregate base @ _____ per Square Yard	9,114	SY	\$ 10.00	\$91,140.00
6	3" Thick PG 64-22 Asphalt Cement @ _____ per Square Yard.	7,400	SY	\$ 24.00	\$177,600.00
7	4" Thick PG 64-22 Asphalt Cement @ _____ per Square Yard.	1,714	SY	\$ 33.00	\$56,562.00
8	Tack Coat @ _____ per Square Yard	1,714	SY	\$ 0.90	\$1,542.60
9	Install New Permanent Signs @ _____ per ea	16	EA	\$ 400.00	\$6,400.00
10	Parking Lot, ADA, and Driveway striping and Markings @ _____ per Lump Sum	1	LS	\$ 10,600.00	\$10,600.00
11	Install Type I Concrete Curb and Gutter includes 6" Type 2 Aggregate Base @ _____ per Lineal Foot.	1,167	LF	\$ 46.00	\$53,682.00
12	Install modified Curb with 5' Wide Gutter as Shown at Bus Loading Area, with 6" Aggregate Base @ _____ per Lineal Foot.	72	LF	\$ 66.00	\$4,752.00
13	Install Concrete Median Curb with 6" Aggregate Base @ _____ per Lineal Foot.	203	LF	\$ 35.00	\$7,105.00
14	Construct Sidewalk - 5' Wide, with 4" of Aggregate Base, with ADA Ramps @ _____ per Square Yard.	307	SY	\$ 98.00	\$30,086.00
15	Construct Concrete Valley Gutter with 6" of Aggregate Base, @ _____ per Square Yard	27	SY	\$ 125.00	\$3,375.00
16	Set Frame and Grate of Existing Type 4- R Drainage Inlet to Finished Grade and Build into Curb @ _____ per Each.	4	EA	\$ 300.00	\$1,200.00
17	Construct Trash Enclosure per details 4, 5, and 6 on Sheet LL502 @ _____ per Lump Sum.	1	LS	\$ 40,000.00	\$40,000.00
18	Construct 6" Thick Concrete Slab in Front of Trash Enclosure, with Rebar per Valley Gutter Detail, and with 6" Aggregate Base @ _____ per Square Foot.	94	SF	\$ 13.00	\$1,222.00
19	Import Structural Fill Material, 2' Thick, Under all asphalt, Curb, and Trash Enclosure @ _____ per Cubic Yard.	0	CY	\$ 48.00	\$0.00
20	Construct P-2 Parking Lot Lighting, Includes: Pole, Base, Conduit to the Existing Pull Box, Conductor to the Building @ _____ per Each.	4	EA	\$ 5,000.00	\$20,000.00
21	Construct P-1 Parking Lot Lighting, Includes: Pole, Base, Conduit to the existing Pull Box, Conductor to the Building @ _____ per Each.	7	EA	\$ 5,000.00	\$35,000.00

CITY OF ELKO
 FINAL PROJECT QUANTITIES AND COSTS
 FOR
 Elko Sports Complex - Parking Lot
 January 2, 2020

Name
 Address
 City State
 Phone No.
 Fax No.

Granite Construction
1900 Glendale Ave
Sparks, NV 89431
775-358-8792
775-358-0372

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
22	Construct R-1 Parking Lot Lighting, Includes, Pole, Base, Conduit to the Existing Pull Box, Conductor to the Building @ _____ per Each	1	EA	\$ 5,000.00	\$5,000.00
TOTAL BASE BID					\$619,736.00

CITY OF ELKO
FINAL PROJECT QUANTITIES AND COSTS
FOR
Elko Sports Complex - Parking Lot
January 2, 2020

Name
Address
City State
Phone No.
Fax No.

Granite Construction
1900 Glendale Ave
Sparks, NV 89431
775-358-8792
775-358-0372

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
Additive Alternate #1					
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
1	6" Aggregate base @ _____ per Square Yards	3,640	SY	\$ 12.50	\$45,500.00
2	3" Thick PG 64-22 Asphalt Cement @ _____ per Square Yards	3,640	SY	\$ 24.50	\$89,180.00
3	Parking Lot Striping @ _____ per Lump Sum	1	LS	\$ 2,300.00	\$2,300.00
4	Install Concrete Median Curb with 6" of Aggregate Base @ _____ per Lineal Foot	651	LF	\$ 29.00	\$18,879.00
5	Construct Concrete Valley Gutter with 6" of Aggregate Base @ _____ per Square Yard	10	SY	\$ 317.00	\$3,170.00
TOTAL ADDITIVE ALTERNATE #1					\$159,029.00

Additive Alternate #2					
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
1	Construct Colored Concrete Flatwork, 6" Thick, Fiber Reinforced, with 4" Aggregate Base, ADA Ramp, and Driveway Depression @ _____ per Square Yard	315	SY	\$109.00	\$34,335.00
2	Construct Concrete Flatwork, 6" Thick, 12" Wide Border Around Colored Concrete, Fiber Reinforced, with 4" Aggregate Base @ _____ Per Square Yard	34	SY	\$157.00	\$5,338.00
3	Construct 6" X 18" Curb Wall around Planters, per Detail 3, Sheet LL504, with 6" Aggregate Base @ _____ per Lineal Foot	120	LF	\$ 40.00	\$4,800.00
4	Construct Sidewalk - 8' Wide, with 4" of Aggregate Base, with ADA Ramps @ _____ per Square Yard	74	SY	\$ 116.00	\$8,584.00
5	Construct 2" Ø Scheduled 40 PVC Sleeves for Future Irrigation to Tree Wells @ _____ per Lineal Foot	100	LF	\$ 1.50	\$150.00
TOTAL ADDITIVE ALTERNATE #2					\$53,207.00

Additive Alternate #3					
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
1	Construct Sidewalk - 8' Wide, with 4" of Aggregate Base @ _____ per Square Yard	260	SY	\$ 111.50	\$28,990.00
TOTAL ADDITIVE ALTERNATE #3					\$28,990.00

Additive Alternate #4					
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CITY OF ELKO
FINAL PROJECT QUANTITIES AND COSTS
FOR
Elko Sports Complex - Parking Lot
January 2, 2020

Name
Address
City State
Phone No.
Fax No.

Granite Construction
1900 Glendale Ave
Sparks, NV 89431
775-358-8792
775-358-0372

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount
1	Construct Entrance Gate per Detail 7, Sheet LL502 @ _____ per Lump Sum.	1	LS	\$ 5,600.00	\$5,600.00
TOTAL ADDITIVE ALTERANTE #4					\$5,600.00

Total Base Bid and Additive Alternates

\$866,562.00

CHANGE ORDERS

Number	Description	Amount
1	Cement Treated Subgrade	void
2	Remove and Relocate Existing Catch Basin	\$6,000.00
3	Replace Item #19 Structural Fill, with Aggregate Base (\$403,200.00 - \$351,297.45 = \$51,902.55 savings)	\$351,297.45

Parking Lot Change Order Total \$357,297.45
(ACTUAL COMBINED SAVINGS OF \$45,902.55)

TOTAL PROJECT COST \$1,223,859.45

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

Project:	<u>Sports Complex - Parking lot</u>	Date of Issuance:	<u>October 8, 2018</u>
		Owners Project #:	<u> </u>
Contractor:	<u>Granite Construction Company</u>	ARRA #:	<u> </u>
Address:	<u>1900 Glendale Ave.</u>		
	<u>Sparks, NV 89431</u>	Engineer:	<u>CITY OF ELKO</u>

CONTRACT WORK CHANGE ITEMS:

VEP Cement Treated Subgrade in lieu of Imported Structural Fill

CHANGES

Delete Bid item #19 - Import Structural Fill Material 2' Thick. @ \$48/CY x 8,400 CY = \$403,200

Add Bid Item #23 - Grade parking lot to bottom of Aggregate Base with native material and treat 18" depth per the specifications from Griffin Soil Group. Cost = \$299,397.90

Total Savings = \$103,805.10

Per Section 100.35 of the Orange Book, savings is split 50/50 between contractor and owner

Savings to the City = \$51,902.55

Change In Contract Price
Original Contract Price
<u>\$1,273,337.50</u>
Change in Contract Price by this Change Order
<u>-\$51,902.55</u>
Net Increase or Decrease in Contract Price
<u>-\$51,902.55</u>
New Contract Price with all Change Orders
<u>\$1,221,434.95</u>

Recommended: 
Engineer

Change In Contract Time
Original Contract Time
<u>120 DAYS</u>
Change in Contract Time by this Change Order
<u>0</u>
Net Increase or Decrease in Days
<u>0</u>
New Contract Time with all Change Orders
<u>120 DAYS</u>

Approved: 
City of Elko

Approved: 
Contractor

Void and replaced with Change Order #3



Granite Construction Company
1900 Glendale Avenue
Box 2087
Sparks, NV 89431

T 775 358.8792
F 775 358.0372

www.graniteconstruction.com

CA License #89
NV License #8079
License: Unlimited

September 13, 2018

Bob Thibault
Civil Engineer
City of Elko
1751 College Ave
Elko, NV 89801

RE: Cement Treated Subgrade - VEP

Dear Mr. Thibault

Please reference section 100.35, Paragraph 3 of the 2016 Standard Specifications for Public Works Construction.

Granite Construction is submitting a Value Engineering Proposal for installation of Cement Treated Subgrade in lieu of the Structural fill designated in the contract documents for the Elko Sports Complex Parking Lot.

Please find the attached letters from Griffin Soil stating design parameters for the new subgrade material that will meet or exceed the structural design of the fill materials required as per the contract documents.

Please find the attached proposal containing the overall price to perform the Cement Treated Subgrade.

Granite would like to get a response on this VEP as soon as possible as cut to fill operations are currently taking place as part of the Phase 1 contract. The attached pricing assumes that Granite can import the required fill quantity as part of the cut to fill operation currently taking place.

If you have any questions or concerns, please contact me.

Sincerely,

Shawn St. Jacques
Project Manager
Granite Construction Company
775-842-9443
Shawn.stjacques@gcinc.com



Granite Construction Company
1900 Glendale Avenue
Box 2087
Sparks, NV 89431

T 775.358.8792
F 775.358.0372

www.graniteconstruction.com

CA License #89
NV License #8079
License: Unlimited

September 13, 2018

Bob Thibault
Civil Engineer
City of Elko
1751 College Ave
Elko, NV 89801

RE: Elko Sports Complex – Parking Lot CTS

Please see below, the pricing breakdown for Cement Treated Subgrade in lieu of Structural Fill.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Cement Treated Subgrade	82,026.00	SF	\$ 3.65	\$299,394.90
2	Structural Fill Deduct	8,400.00	CY	\$ (48.00)	-\$403,200.00
TOTAL PROJECT SAVINGS					-\$103,805.10
	50-50 Owner Contractor Split of Savings	0.50	%	\$(103,805.10)	-\$51,902.55

As stated in Section 100.35, Paragraph 3 of the 2016 Standard Specifications for Public Works Construction, the total saving to the project will be split on a 50-50 basis between the owner and contractor. That takes the total savings to the City of Elko, \$51,902.55.

ASSUMPTIONS

1. Bid assumes one (1) mobilization, during which Granite can perform continuous construction activity to complete the project.
2. Bid assumes a 5 day per week, 10 hour per day schedule.
3. Bid assumes that fill placement will happen concurrently with cut to fill operations taking place as part of the Phase 1 contract.

EXCLUSIONS

1. We exclude all bonds, professional engineering services, survey, permits, testing, as-built drawings, and any utility fees.

GRANITE

Bob Thibault
September 13, 2018
Page 2

We look forward to your comments regarding this matter. If you have any questions or concerns regarding this proposal, please call me at (775) 842-9443, or e-mail me at shawn.st.jacques@gcinc.com.

Sincerely yours,

GRANITE CONSTRUCTION COMPANY

A handwritten signature in black ink, appearing to read "S St. Jacques", with a stylized flourish at the end.

Shawn St. Jacques
Project Manager
Nevada Region



Soil Stabilization and Pavement Rehabilitation
8008 Athenour Way
Sunol, CA 94586

July 18, 2018

Shawn St. Jacques, PE
Granite Construction
1900 Glendale Ave
Sparks, NV 89431

Via Email: shawn.st.jacques@gcinc.com

Subject: Elko Sports Complex Project
Alternate structural fill recommendation

Dear Mr. St. Jacques,

Per your request, we have reviewed the project plans and supplemental geotechnical investigation prepared by Amec Foster Wheeler. Our review focused on the suitability of the native subsurface material for use as a structural fill. We understand the existing subsurface material does not currently meet the required Plasticity Index (PI) and percent passing 200 criteria. The purpose of our review was to determine if the native subsurface material can be treated with reagent (stabilized) to qualify as structural fill.

We propose treating the existing material with reagent; lime or a lime/cement blend (required percentage to be determined) to improve the soil characteristics. Treatment will lower the PI to less than 15 and improve the load carrying capabilities of the soil to mitigate the high percentage of passing 200 material. This new stabilized base could also function as a partial replacement for the proposed AB section.

This alternative section provides an optimized load bearing support beyond that presently proposed. This is achieved because the stabilized section forms a bound cohesive section held together by the cementitious bonds and mechanical compaction, thereby providing better performance. In addition to the added performance of the proposed section, this substitution is a prime candidate for the proposed in-place use of a stabilized base for the following reasons:



■ **SUPERIOR PERFORMANCE:** A stabilized material provides a superior foundation support system as defined by a stable, high strength, non-plastic, and low permeable section.

■ **REDUCED ENVIRONMENTAL IMPACT:** The construction operations associated with this proposal substantially mitigates the environmental impacts of the project by reducing the required import material to qualify as structural fill. This reduces the wear and tear on the local roadways leading to and from the project site, reducing raw material consumption, and thereby potentially reducing the project schedule, grading requirements, and carbon footprint.

■ **CONSTRUCTABILITY:** Soil stabilization allows the construction activities to be performed based from a higher elevation within the proposed structural support zone, thus minimizing direct loading on any anticipated weak or oversaturated underlying conditions. The stabilized section more effectively bridges over these underlying conditions.

We look forward to assisting you in implementing this alternative design proposal. If you have any questions or require additional information, please do not hesitate to call on us.

Sincerely
GRIFFIN ENGINEERING


Don Greb P.E.
Principal Engineer



Soil Stabilization and Pavement Rehabilitation
8008 Athenour Way
Sunol, CA 94586

September 6, 2018

Shawn St. Jacques, PE
Granite Construction
1900 Glendale Ave
Sparks, NV 89431

Via Email: shawn.st.jacques@gcinc.com

Subject: Elko Sports Complex Project,
Alternate Structural Fill confirmation testing

Dear Mr. St. Jacques,

This letter is a follow up to my original letter and defines the steps and methodology that we propose to confirm we can successfully meet the Structural Fill requirements by chemically treating the existing native soil. We have reviewed the project plans and supplemental geotechnical investigation prepared by Amec Foster Wheeler and understand that the existing subsurface material does not currently meet the required Plasticity Index (PI), Liquid Limit (LL) and percent passing 200 criteria. We propose to treat the native soil with cement and or lime to produce a higher performing material that meets the Structural Fill requirements per Sec 200.0.09 of the project specifications.

The criteria that will be confirmed with lab testing will be reducing the Plasticity Index and Liquid Limit of the native soil to 12 max. for PI and 35 max. for LL. The gradation cannot be significantly altered with treatment but the unconfined compressive strength (UCS) can be increased. We proposed a UCS of 200 psi minimum in lieu of meeting gradation requirements defined in the specification. Due to the increased load bearing capacity of the new treated section the 24-inch thickness requirement can now be reduced to 18 inches.

Please provide your concurrence and that of the Agency or Engineer with this specific approach. Call to make arrangements for obtaining representative soil samples for testing. If you have any questions or require additional information, please do not hesitate to call on us.

Sincerely
GRIFFIN ENGINEERING

A handwritten signature in dark ink, appearing to read "Don Greb", is written over a light blue horizontal line.

Don Greb P.E.
Principal Engineer



Soil Stabilization and Pavement Rehabilitation
8008 Athenour Way
Sunol, CA 94586

September 28, 2018

Shawn St. Jacques, PE
Granite Construction
1900 Glendale Ave
Sparks, NV 89431

Via Email: shawn.st.jacques@gcinc.com

Subject: Elko Sport Complex, Elko, Nevada
Soil Treatment Mix Design Confirmation

Dear Mr. St. Jacques,

Per your request we have completed the confirmation testing for the subject project. The testing confirmed that the native soils can successfully meet the Structural Fill requirements through chemical treatment using lime mixed with the native soil. Samples were prepared using representative on-site material and tested using 5% Hi-Calcium Quicklime according to ASTM D5102 and ASTM D4318 test methods. We utilized the geotechnical engineering services of Engeo Testing Labs located in San Ramon, Ca to perform the lab analysis and PI testing. Unconfined compressive strength (UCS) testing was performed in-house by Griffin Engineering.

Field samples were obtained by Granite Construction at two representative on-site locations; Sample #1; described as a light brown sandy fat CLAY, Sample #2 described as a light brown clayey SAND. The lab results confirm that the sampled material when treated with 5% Hi-Cal Quicklime, mellowed for 16 hrs. and cured for 7-days will achieve a minimum unconfined compressive strength (UCS) of 200 psi. The lab test plates are attached which indicate higher UCS values. Testing for Plasticity Index (PI) confirmed the lime treated material produces a soil PI of less than 12.

If you have any questions or require additional information, please do not hesitate to call on us.

Sincerely
GRIFFIN ENGINEERING

A handwritten signature in black ink, appearing to read "Don Greb".

Don Greb P.E. QSD / QSP
Principal Engineer



ASTM D5102
Compressive Strength of Molded Soil-Lime Cylinders

Project Name: Elko Sports Complex	Date: Sept 19, 2018
Project Location: Elko, NV	
Sample Description: #1 Lt. Brn sandy fat CLAY, #2 Lt Brn clayey SAND	
Performance Requirement: 200 psi @ 7-days	Project No: tbd

REAGENT / MOISTURE DATA

Reagent Type: Hi-Calcium Quick Lime
Received Moisture Content: #1 - 14.4%, #2 - 4.6%
% Reagent by Dry Weight: 5
Moisture Content at 95% RC: 12-28 %

COMPACTION DATA

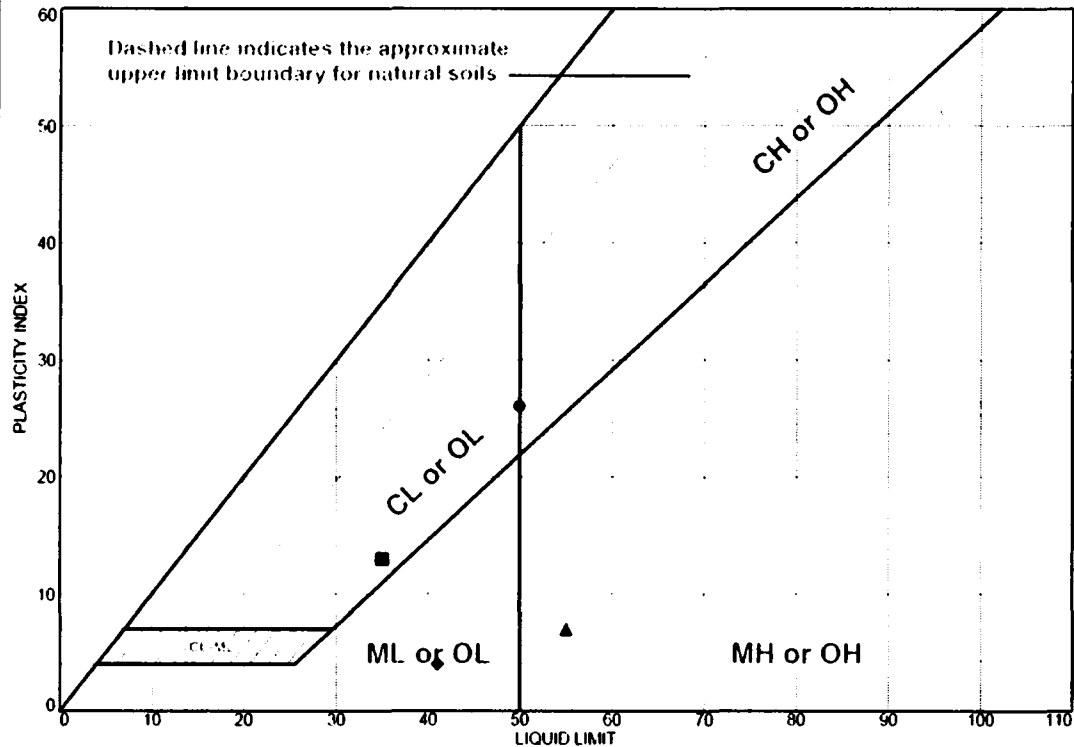
Briquette ID:	#1-1	#1-2	#2-1	#2-2	
Cement %	5.0	5.0	5.0	5.0	
Date Molded	9/19/2018	9/19/2018	9/19/2018	9/19/2018	
Diameter, Inches:	4.00	4.00	4.00	4.00	
Area, Square inches	12.57	12.57	12.57	12.57	
Height, Inches	4.55	4.55	4.55	4.55	
Volume, CFT	0.0335	0.0335	0.0335	0.0335	
Weight, lbs	3.94	4.03	4.43	4.34	
Weight Density, pcf	117.61	120.30	132.24	129.55	
Moisture % at 95% RC	26.50	28.00	11.96	11.42	
Dry Density, pcf	92.97	93.98	118.11	116.27	

UNCONFINED COMPRESSIVE STRENGTH (UCS) RESULTS

Test Date	9/27/2018	9/27/2018	9/27/2018	9/27/2018	
Cure Duration, days	7	7	7	7	
Failure Load, lbs.	4277	5079	5376	5949	
Strength, psi	340	404	428	473	
Average Strength, psi	372		450		

Comments: 16 hr (min.) mellow period
Compacted per ASTM 1557

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Light brown sandy fat CLAY	50	24	26			
■	Light brown clayey SAND	35	22	13			
▲	Light brown sandy fat CLAY (Lime-treated)	55	48	7			
◆	Light brown clayey SAND (Lime-treated)	41	37	4			

Project No. 5167.000.080 **Client:** Griffin Soil

Project: Elko Sports Complex

● **Sample Number:** Sample 1, Untreated

■ **Sample Number:** Sample 2, Untreated

▲ **Sample Number:** Sample 1, 5% HiCal

◆ **Sample Number:** Sample 2, 5% HiCal

Remarks:

● ASTM D4318, Wet method

■ ASTM D4318, Wet method

▲ ASTM D4318, Wet method

◆ ASTM D4318, Wet method

ENGEO

Tested By: M. Quasem

Checked By: J. Moriarty

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

Project: <u>Sports Complex - Parking lot</u>	Date of Issuance: <u>October 25, 2018</u>
Contractor: <u>Granite Construction Company</u>	Owners Project #: _____
Address: <u>1900 Glendale Ave.</u>	ARRA #: _____
<u>Sparks, NV 89431</u>	Engineer: <u>CITY OF ELKO</u>

CONTRACT WORK CHANGE ITEMS:

Remove and Replace Catch Basin

CHANGES

The existing catch basin along the existing curb return at the southerly side of the driveway at Errecart Boulevard was not shown on the plans. The current location of the catch basin does not align with the new proposed curb location. It is necessary to remove the existing basin and short run of pipe, ±12 LF, to the nearby manhole, and install a new Type 4-R catch basin and new pipe and fittings to the nearby manhole. The additional cost of this work is agreed to be \$6,000.

Change in Contract Price
Original Contract Price
\$1,273,337.50
Change in Contract Price by this Change Order
\$6,000.00
Net Increase or Decrease in Contract Price
-\$45,902.55
New Contract Price with all Change Orders
\$1,227,434.95

Recommended: 
Engineer

Change in Contract Time
Original Contract Time
120 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
0
New Contract Time with all Change Orders
120 DAYS

Approved: 
City of Elko

Approved: 
Contractor

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

Project: <u>Sports Complex - Parking lot</u>	Date of Issuance: <u>November 13, 2018</u>
Contractor: <u>Granite Construction Company</u>	Owners Project #: _____
Address: <u>1900 Glendale Ave.</u>	ARRA #: _____
<u>Sparks, NV 89431</u>	Engineer: <u>CITY OF ELKO</u>

CONTRACT WORK CHANGE ITEMS:

VEP Cement Treated Subgrade in lieu of Imported Structural Fill

CHANGES

Delete Bid item #19 - Import Structural Fill Material 2' Thick. @ \$48/CY x 8,400 CY = \$403,200

Add Bid Item #24 - Additional excavation and aggregate base material in lieu of the 2' of Structural fill per the specifications from Wood via email dated 11/12/18 and attached hereto.

Total Savings = \$103,805.10

Per Section 100.35 of the Orange Book, savings is split 50/50 between contractor and owner


Savings to the City = \$51,902.55

Change in Contract Price
Original Contract Price
<u>\$1,273,337.60</u>
Change in Contract Price by this Change Order
<u>-\$51,902.55</u>
Net Increase or Decrease in Contract Price
<u>-\$45,902.55</u>
New Contract Price with all Change Orders
<u>\$1,227,434.95</u>

Recommended: 
Engineer

Change in Contract Time
Original Contract Time
<u>120 DAYS</u>
Change in Contract Time by this Change Order
<u>0</u>
Net Increase or Decrease in Days
<u>0</u>
New Contract Time with all Change Orders
<u>120 DAYS</u>

Approved: 
City of Elko

Approved: 
Contractor



Granite Construction Company
1900 Glendale Avenue
Box 2087
Sparks, NV 89431
t 775 358 8792
f 775 358 0377
www.graniteconstruction.com

November 12, 2018

Bob Thibault
Civil Engineer
City of Elko
1751 College Ave
Elko, NV 89801

CA License #89
NV License #8079
License: Unlimited

RE: Elko Sports Complex – Parking Lot – Agg Base Substitute

Please see below, the pricing breakdown for Aggregate Base in lieu of Structural Fill.

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1 Agg Base Depth Change	1.00	LS	\$ 299,394.90	\$299,394.90
2 Structural Fill Deduct	8,400.00	CY	\$ (48.00)	-\$403,200.00
TOTAL PROJECT SAVINGS				-\$103,805.10
50-50 Owner Contractor Split of Savings	0.50	%	\$(103,805.10)	-\$51,902.55

As stated in Section 100.35, Paragraph 3 of the 2016 Standard Specifications for Public Works Construction, the total saving to the project will be split on a 50-50 basis between the owner and contractor. That takes the total savings to the City of Elko, \$51,902.55.

ASSUMPTIONS

1. Bid assumes one (1) mobilization, during which Granite can perform continuous construction activity to complete the project.
2. Bid assumes a 5 day per week, 10 hour per day schedule.
3. Bid assumes 12" of excavation in the areas shown on the attached drawing.
4. Bid assumes 24" of excavation in the area shown on the attached drawing.
5. Bid assumes 12" of fill placed within the 24" excavation area will be made using dirt from the 12" excavation areas.
6. Bid includes placing an additional 12" of aggregate base in the asphalt paving areas. This is in addition to the 6" already part of the base contract.
7. Fill will be placed in accordance with the plans and specs for native fill.
8. Excavation below the depths in the areas listed above will be tracked as overex.

EXCLUSIONS

1. We exclude all bonds, professional engineering services, survey, permits, testing, as-built drawings, and any utility fees.



Bob Thibault
November 12, 2018
Page 2

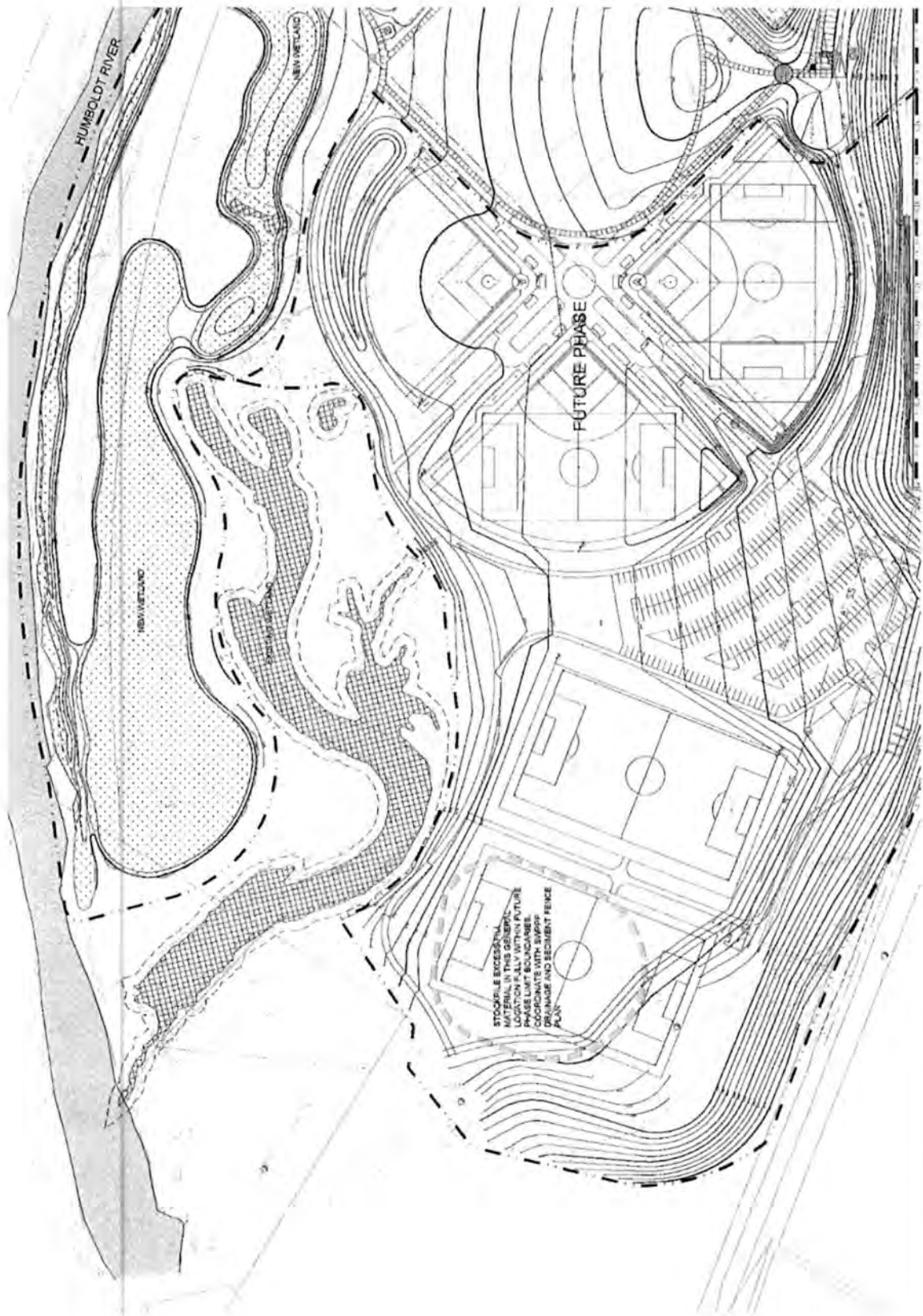
We look forward to your comments regarding this matter. If you have any questions or concerns regarding this proposal, please call me at (775) 842-9443, or e-mail me at shawn.st.jacques@gcinc.com.

Sincerely yours,

GRANITE CONSTRUCTION COMPANY

A handwritten signature in black ink, appearing to read "Shawn St. Jacques".

Shawn St. Jacques
Project Manager
Nevada Region



Bob Thibault

From: Lambeth, Gregory <gregory.lambeth@woodplc.com>
Sent: Monday, November 12, 2018 11:10 AM
To: Bob Thibault; Yuan, Peter
Subject: RE: Parking Lot Subgrade Design

Bob,

Thank you for the compaction test results from AM Engineering.

We would also like to see the compaction curves (proctors) and any lab test results (sieve analyses, PI's etc.) that were done for the fill at the north end of the parking lot and the entry road.

Here is a summary of our understanding of the pavement and subbase/subgrade Granite is proposing.

Southern portion of the parking lot

- 3" AC
- 18" Type 2 Class B Agg Base
- 12" Fill
- Native soil (fat clay)

Entry Road

- 4" AC (We previously recommended 4" of AC on the entry road if service trucks (garbage trucks, etc.) will use this road))
- 18" Type 2 Class B Agg Base
- utility backfill (up to 6 feet thick)

Additionally the **northern ~3/4 of the parking lot** would be constructed per our recommendations in our phone call last week

- 3" AC
- 18" Type 2 Class B Agg Base
- fill (estimated at 4 to 8 feet thick)

Although we would like to see the AM Eng. lab test results prior to making a final decision, Wood is tentatively in agreement with what the contractor is proposing for the southern parking lot and the entry road with the understanding that

- where soft subgrade conditions are encountered, the material will be removed and replaced with properly placed fill or aggregate, and
- the fill material that is placed below the agg base will be the sandier material excavated from the north end of the parking lot, not the native fat clays, and
- this is a portion of our 2013 report that discusses overexcavation and replacement materials beneath the pavement section;
 - "Pavements should be constructed upon properly prepared dense, granular native soils or structural fill extending to native granular soils. To limit the potential for excessive postconstruction settlements, we recommend that pavement not be established over native fat clays. Where pavements will be established over fat clays, we recommend removing suspect material to native granular soils and backfilling to specified design elevations with properly prepared structural fill. If the risk of potential post-construction settlements and reduced pavement life of paved areas is acceptable to the Owner, pavements may be constructed on 2 feet of properly prepared structural fill over native fat clays. Even with this subgrade preparation, the risk of potentially excessive long term settlements of the pavements established over native soils should be recognized. It may be less costly to perform periodic repairs to pavements if the soils were to settle than to remove and replace the native soil. If potential settlements

cannot be tolerated, then the native fat clay material should be removed and replaced with structural fill.

Considering the native fat clay won't entirely be removed and replaced with the structural fill, we have assumed that the City has recognized the risk of potentially excessive long term settlements of the pavements and would perform periodic repairs to the pavements as needed moving forward.

Please let us know if you would like to discuss.

Greg Lambeth P.G., C.E.G.
10615 Professional Circle, Suite 100
Reno, NV 89521 USA
D + 1 775 398 7079
M + 1 775 224 6521
gregory.lambeth@woodplc.com
www.woodplc.com

wood.

From: Bob Thibault <bthibault@elkocitynv.gov>
Sent: Sunday, November 11, 2018 8:02 AM
To: Lambeth, Gregory <gregory.lambeth@woodplc.com>; Yuan, Peter <peter.yuan@woodplc.com>
Subject: Fwd: Parking Lot Subgrade Design

Greg/ Peter,

The proposal from our contractor below makes a good point about the soils in the driveway that have been removed and recompacted during utility installations. With the deep sewer and the water line, and trenches that were laid back, that material has all been removed, mixed, and recompacted, much like the materials throughout the north end of the parking lot.

Sincerely,

Bob Thibault

Begin forwarded message:

From: "St. Jacques, Shawn" <Shawn.St.Jacques@gcinc.com>
Date: November 10, 2018 at 8:17:43 AM PST
To: Bob Thibault <bthibault@elkocitynv.gov>, James Wiley <jwiley@elkocitynv.gov>, "Scott A. Wilkinson" <sawilkinson@elkocitynv.gov>
Cc: "Weber, Matthew" <Matt.Weber@gcinc.com>, "Kincaid, Travis" <Travis.Kincaid@gcinc.com>
Subject: Re: Parking Lot Subgrade Design

Gents,

Sorry to send a long winded email on a Saturday but I didn't sleep a whole lot last night trying to figure out a way to start this work on Monday. I think I came up with an idea.

I think the Geotechnical is 100% right in their assumptions about James' Fatty Clay in the areas of the cut. I do think however we have opportunity to avoid some of this. The entire site was cut at the south end of the project. The original bore logs show very little variation in the material from these areas. This tells me that the process of cutting, placing, and compacting the Fatty Clays has changed the properties of that material. When untouched in the cut areas its loosely compacted and not stable. Once processed and recompacted, its structural integrity significantly increases. This is proven by the test pits we dug at the north end of the parking lot as Wood is good with only removing 12" of material for placement of the additional base rock.

The south end of the parking lot is located in cut areas which has caused some nervousness in the base section proposed. Nearly the entire entry road "driveway" was excavated to a depth of 6+ feet because of utility installation. These areas have been back filled with approved pipe bedding and processed native material. I personally think that this area is equally or more sound than the north end of the parking lot. The area that required asphalt removal is likely structurally sound because there was a road built in that area before plus our utility excavation and prior gas line installation likely stabilized this area. There might be spots that were never touched by the utilities and in those areas we treat as they come. This would eliminate the vast majority of the utility conflicts and unnecessary excavation.

Once we turn the corner into the parking lot, we have a different situation. This area hasn't been excavated for utilities so we get into the area the Geotech is nervous about. If we excavate the 18" below our new base section, we are technically deeper than the original structural fill section. The Original Geotech report states that all fatty clays need to be removed in these areas. Obviously this wasn't something that anyone assumed during the bid process and therefore would have been overex. Someone at some point decided that 2' of structural fill with the base and paving section would bridge this potential issue. If not, it would have been treated as overex on a case by case basis. As we all know, there is no sure thing that says the will or won't have overex. Currently, excavation 18" below our proposed grade is giving the Geotech confidence in stability but this is likely based on a worst case scenario to cover their risk. Granite's internal materials engineers are suggesting that 12" of base has the same R Value as 2' of structural fill. With that said, I think we excavate this area to 12" below our proposed base. This gets you back to the original bottom of structural fill. We then fill 12" with native from the North end of the parking lot and then place 18" of base and then pave. This gets us down nearly 3' from finished surface for purpose of a structural section. Obviously during excavation, we can treat bad areas as they arise. This eliminates 6" of ex and backfill and "might" keep us above the electrical conduits already installed. This also gets us the same structural section as originally in the bid.

I think that we can all agree that the paving section we will be placing is enough for a main road so we are already ahead of the game in that regard.

Overall, I think our money and time is better spent using our proposed base section in the driveway and North portion of the parking lot. The area in between we cut an additional 12" and fill with processed native which is proving stable. If we run into areas that require overex, then we treat them like overex. The current recommendation of the Geotech requires more excavation than is likely needed specifically in the driveway and the excavation will extend deeper than the original design in the south parking area. I don't know if the geotech has to sign off or not but in my experience they are typically a recommendation. I am obviously open to discussion regarding this whole thing. Granite wants to provide the City with the best/cheapest option that still gives the same or better product.

If we can agree that this option is best suited for the City, Granite can begin this work Monday and have a fighting chance at paving this thing. I will send final pricing in today if this is the case.

Let me know what you guys think.

Thanks,
Shawn

From: Bob Thibault <bthibault@elkocitynv.gov>
Sent: Friday, November 9, 2018 6:35 PM
To: St. Jacques, Shawn
Subject: Fwd: Parking Lot Subgrade Design

This is all I have. More to follow Monday.

Sincerely,

Bob Thibault

Begin forwarded message:

From: "Lambeth, Gregory" <gregory.lambeth@woodplc.com>
To: "Bob Thibault" <bthibault@elkocitynv.gov>
Cc: "Yuan, Peter" <peter.yuan@woodplc.com>
Subject: Parking Lot Subgrade Design

Hi Bob,

It will most likely be Monday before we have some resolution on the sub-base/subgrade design for the southern ~1/4 of the parking lot and entry road.

I have attached a rough map of about where the transition should be between the existing northern fill area (subgrade design per Granite using additional 12" of Type 2 Class B agg base) and the southern cut into native fat clays.

Please keep in mind that the northern fill area still needs to be inspected once the 12" of additional overex is completed to ensure there are not large sections of fat clay.

Please call my cell if you need to discuss anything in the meantime.

Greg Lambeth P.G., C.E.G.
10615 Professional Circle, Suite 100
Reno, NV 89521 USA
D + 1 775 398 7079
M + 1 775 224 6521
gregory.lambeth@woodplc.com
www.woodplc.com



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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Elko Sports Complex Comfort Station Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At the June 12, 2018 meeting, Council awarded the Sports Complex Comfort Station Project to Granite Construction in the amount of \$888,888.00. There were four monetary Change Orders during construction that resulted in a combined additional cost of \$31,429.00. The final cost of the project was \$920,317.00 This project was substantially completed on October 15, 2019. Final Punch List Items and Final Billing have since been completed. BT**
6. Budget Information:

Appropriation Required: \$920,317.00
Budget amount available: \$920,317.00
Fund name: Sports Complex / Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Change Orders**
9. Recommended Motion: **Approve final acceptance of the Elko Sports Complex Comfort Station Project by Granite Construction in the amount of \$920,317.00.**
10. Prepared By: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **none**
12. Council Action:
13. Council Agenda Distribution: **Nate Johnston: nate.johnston@gcinc.com**
Jacob Harkness: jacob.harkness@gcinc.com

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

Project: Sports Complex - Comfort Station
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: November 2, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Metal Roof

CHANGES

The Specified Standing Seem Metal Roof Panels are hereby replaced with the Magna Loc 2" Batten Standing Seem Metal Roof Panel. These panels will be manufactured to the correct bend of the roof, and will have a 20 year Weather Tightness warranty, and 30 year finish warranty. This change has an additional cost of \$9,635, per the letter from Granite Construction dated 10/3/18.

Change in Contract Price

Original Contract Price
\$888,888.00
Net Increase or Decrease in Contract Price
\$9,635.00
New Contract Price with all Change Orders
\$898,523.00

Change in Contract Time

Original Contract Time
120 DAYS
Net Increase or Decrease in Days
0
New Contract Time with all Change Orders
120 DAYS

Recommended: [Signature]
Engineer

Approved: [Signature]
City of Elko

Approved: [Signature]
Contractor

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

Project: Sports Complex - Comfort Station
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: October 30, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Add colored concrete slab

CHANGES

The City has decided that it is necessary to construct the colored concrete slab under the roof, but outside the building, in the area of the bathroom entrances at the same time that the building slab is being constructed.. The slab will be 6" thick on 4" of aggregate base.
Granite agrees to construct the 28 SY section for a cost of \$7,200.

Change in Contract Price

Original Contract Price
\$888,888.00
Net Increase or Decrease in Contract Price
\$16,835.00
New Contract Price with all Change Orders
\$905,723.00

Change in Contract Time

Original Contract Time
120 DAYS
Net Increase or Decrease in Days
0
New Contract Time with all Change Orders
120 DAYS

Recommended: 
Engineer

Approved: 
City of Elko

Approved: 
Contractor

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

Project: Sports Complex - Comfort Station
Contractor: Granite Construction Company
Address: 1900 Glandale Ave.
Sparks, NV 89431

Date of Issuance: August 2, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Add 14" overexcavation and rebar for slabs

CHANGES

Modifications to the design of the concrete slab floors in the concession / electrical room, and the two storage rooms, to include an additional 14" of structural fill, below the 10" previously agreed, add steel reinforcing throughout the slab, and add expansion joints to the edges of the rooms.
Granite agrees to perform the additional work for the price of \$7,756.00, including all labor and materials

Change In Contract Price

Original Contract Price

\$888,888.00

Net Increase or Decrease in Contract Price

\$24,591.00

New Contract Price with all Change Orders

\$913,479.00

Change In Contract Time

Original Contract Time

120 DAYS

Net Increase or Decrease in Days

0

New Contract Time with all Change Orders

120 DAYS

Recommended:

Engineer

Approved:

City of Elko

Approved:

Contractor



Granite Construction Company
1900 Glendale Avenue
Box 2087
Sparks, NV 89431

T 775.358.8792
F 775.358.0372

www.graniteconstruction.com

CA License #89
NV License #8079
License Unlim-ited

August 1, 2019
Bob, Thibault
Civil Engineer
City of Elko
1751 College, Ave
Elko, NV 89801

RE: Change Order #3-Structural fill and rebar request for change order
Bob,

Per your letter regarding the Comfort Station and Wood recommendations, after our discussions with you today we are requesting compensation for the additional structural fill (1.17 ft) below the original 10" of structural fill. Materials pricing for this and the additional #4 rebar, 1 foot O.C. is as follows:

Labor	\$6,275.00
2 laborers and 1 operator, 3 ten-hour shifts	
Materials	\$1,340.00
76 tons of type II AB and 321 lbs. of #4 rebar	
Total	\$7,756.00

Notes-

Assumed 1 ft O.C. spacing with #4 rebar on slabs.
No equipment charges or subcontracts replacing utilities.

Thank you and your team for the discussions today. Call me with any questions you may have.

Best,

Nate Johnston
Project Manager-Elko
Granite Construction Incorporated
905 Railroad Street, Ste. 202
Elko, Nevada 89801
Cell 775-842-3305
Nate.Johnston@gcinc.com | www.graniteconstruction.com



CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 4

Project: Sports Complex - Comfort Station
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: August 7, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Add 20" overexcavation and expansion joints for breezeway slab

CHANGES

Modifications to the design of the concrete slab for the breezeway at the comfort station, to include an additional 20" of aggregate base below the 4" previously agreed and add expansion joints along the building walls.
Granite agrees to perform the additional work for the price of \$6,838.86, including all labor and materials.

Change In Contract Price

Original Contract Price

\$888,888.00

Net Increase or Decrease in Contract Price

\$31,429.86

New Contract Price with all Change Orders

\$920,317.86

Change In Contract Time

Original Contract Time

120 DAYS

Net Increase or Decrease in Days

0

New Contract Time with all Change Orders

120 DAYS

Recommended:

BBB
Engineer

Approved:

BBB
City of Elko

Approved:

North
Contractor



Granite Construction Company
1900 Glendale Avenue
Box 2087
Sparks, NV 89431

T 775 358 8792
F 775 358.0372

www.graniteconstruction.com

CA License #89
NV License #8079
License Unlimited

August 6, 2019
Bob, Thibault
Civil Engineer
City of Elko
1751 College, Ave
Elko, NV 89801

RE: Change Order #4-Breezeway slab OX & structural fill

Bob,

Pricing is as follows for the over-excavation, additional 20" of Type II AB beneath the breezeway slab and expansion joint materials against the building:

Over-excavate, import/place type II AB & expansion material 1 LS \$6,838.86

Call me with any questions you may have.

Best,

Nate Johnston
Project Manager-Elko
Granite Construction Incorporated
905 Railroad Street, Ste. 202
Elko, Nevada 89801
Cell 775-842-3305
Nate.Johnston@gcinc.com | www.graniteconstruction.com



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **This is a maintenance project budgeted for the current fiscal year's budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. DJ**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: \$144,000.00
Fund name: WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the East Primary Clarifier Recoating Project-2020.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to award a bid for the City of Elko RBC Removal Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **Council directed Staff to solicit bids for this project on November 12, 2019. A Bid Tally Sheet is attached. DJ**
6. Budget Information:

Appropriation Required: \$192,977.10
Budget amount available: \$250,000.00
Fund name: WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tally Sheet**
9. Recommended Motion: **Move to award a bid for the RBC Removal Project to Great Basin Engineering Contractors, in the amount of \$192,977.10.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
BID TABULATION
FOR
WRF-RBC Removal
DATE: 12/20/19**

Name	<u>Great Basin Engineering Contractors</u>	Name	<u>Remington Construcion</u>	Name	<u>MKD Construction</u>	Name	<u>Ruby Dome, Inc.</u>
Address	PO Box 396	Address	423 5th Street	Address	20 Stokes Dr.	Address	6525 E. Idaho St.
City, State, Zip	Elko NV 89803	City, State, Zip	Elko, NV 89801	City, State, Zip	Moundhouse, NV 89706	City, State, Zip	Elko, NV 89801
Phone No.	775-340-8365	Phone No.	775-738-6001	Phone No.	775-848-1448	Phone No.	775-738-8063
Fax No.	n/a	Fax No.	n/a	Fax No.	n/a	Fax No.	n/a

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price		Unit Price	
1	Remove and dispose of fiber glass domed covers at City of Elko Municipal Landfill.	8	Each	\$ 3,529.48	\$28,235.84	\$ 1,688.00	\$ 13,504.00	\$ 1,000.00	\$ 8,000.00	\$ 1,200.00	\$9,600.00
2	Remove and dispose of RBC units at City of Elko Municipal Landfill	8	Each	\$ 2,780.53	\$22,244.24	\$ 6,128.00	\$ 49,024.00	\$ 4,000.00	\$ 32,000.00	\$ 3,000.00	\$24,000.00
3	Remove and dispose of RBC axle bearing assemblies at City of Elko Municipal Landfill.	16	Each	\$ 76.99	\$1,231.84	\$ 780.00	\$ 12,480.00	\$ 500.00	\$ 8,000.00	\$ 500.00	\$8,000.00
4	Remove RBC concrete basin walls and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 5,819.85	\$5,819.85	\$ 12,610.00	\$ 12,610.00	\$ 15,000.00	\$ 15,000.00	\$ 72,000.00	\$72,000.00
5	Remove RBC concrete basin floors and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 11,639.73	\$11,639.73	\$ 9,632.00	\$ 9,632.00	\$ 15,000.00	\$ 15,000.00	\$ 78,000.00	\$78,000.00
6	Remove concrete stairs and landing and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff.	3	Each	\$ 128.91	\$386.73	\$ 1,226.00	\$ 3,678.00	\$ 2,500.00	\$ 7,500.00	\$ 1,000.00	\$3,000.00
7	Remove concrete sidewalk and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff.	60	S.F.	\$ 4.29	\$257.40	\$ 31.00	\$ 1,860.00	\$ 50.00	\$ 3,000.00	\$ 5.00	\$300.00
8	Remove concrete intermediate supports and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 1,289.03	\$1,289.03	\$ 2,461.00	\$ 2,461.00	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$8,500.00
9	Remove concrete deck and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff	1	Lump Sum	\$ 2,909.93	\$2,909.93	\$ 3,676.00	\$ 3,676.00	\$ 15,000.00	\$ 15,000.00	\$ 6,500.00	\$6,500.00
10	Remove concrete pad and dispose of on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff	16	S.F.	\$ 8.05	\$128.80	\$ 230.00	\$ 3,680.00	\$ 80.00	\$ 1,280.00	\$ 5.00	\$80.00
11	Remove and salvage stairway aluminum railings and stage in location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 644.91	\$644.91	\$ 1,582.00	\$ 1,582.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$3,500.00
12	Remove and salvage aluminum deck grating and stage in a location directed by Water Reclamation Facility staff. Remove frames for aluminum deck grating and dispose of at City of Elko Municipal Landfill.	1	Lump Sum	\$ 1,805.43	\$1,805.43	\$ 2,787.00	\$ 2,787.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$3,500.00

13	Remove and dispose of drain rock located between basins. This material may be used on site mixed with structural fill or hauled off at the Contractor's discretion.	1	Lump Sum	\$ 1,546.84	\$1,546.84	\$ 3,676.00	\$ 3,676.00	\$ 3,500.00	\$ 3,500.00	\$ 3,800.00	\$3,800.00
14	Install watertight cap 36" pipe at clarifier junction box.	1	Lump Sum	\$ 1,289.81	\$1,289.81	\$ 2,784.00	\$ 2,784.00	\$ 3,500.00	\$ 3,500.00	\$ 7,400.00	\$7,400.00
15	Remove remaining 36" pipe to from RBC to clarifier junction box and stage on Water Reclamation Facility property at a location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 3,867.89	\$3,867.89	\$ 3,710.00	\$ 3,710.00	\$ 6,000.00	\$ 6,000.00	\$ 2,200.00	\$2,200.00
16	Remove 12" air pipe and 4" manifold piping and stage on Water Reclamation Facility property to a location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 1,160.67	\$1,160.67	\$ 2,302.00	\$ 2,302.00	\$ 6,000.00	\$ 6,000.00	\$ 6,800.00	\$6,800.00
17	Salvage 4" butterfly valves located inside RBC structure on 4" manifold piping and stage at a location on Water Reclamation Facility Property at a location directed by Water Reclamation Facility staff.	8	Each	\$ 128.99	\$1,031.92	\$ 350.00	\$ 2,800.00	\$ 725.00	\$ 5,800.00	\$ 500.00	\$4,000.00
18	Remove 8" and 6" basin drain lines and cap at location shown on plans and stage on Water Reclamation property at a location directed by Water Reclamation Facility staff.	1	Lump Sum	\$ 3,867.89	\$3,867.89	\$ 2,388.00	\$ 2,388.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$10,000.00
19	Remove 18" Effluent Piping and cap at location shown on plan and stage at a location of Water Reclamation Property at a location directed by Water Reclamation Staff.	1	Lump Sum	\$ 7,090.86	\$7,090.86	\$ 2,990.00	\$ 2,990.00	\$ 6,000.00	\$ 6,000.00	\$ 6,800.00	\$6,800.00
20	Remove supply valves in the RBC feed launder and stage at a location of Water Reclamation Property at a location directed by Water Reclamation Staff.	2	Each	\$ 386.95	\$773.90	\$ 1,194.00	\$ 2,388.00	\$ 1,400.00	\$ 2,800.00	\$ 1,000.00	\$2,000.00
21	Remove floor drains in the RBC basins and dispose of City of Elko Landfill.	4	Each	\$ 128.99	\$515.96	\$ 540.00	\$ 2,160.00	\$ 700.00	\$ 2,800.00	\$ 500.00	\$2,000.00
22	Remove light pole per Keynote 22 as shown on the plans and stage at a location of Water Reclamation Property at a location directed by Water Reclamation Staff.	1	Each	\$ 1,314.49	\$1,314.49	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 800.00	\$800.00
23	Remove SCADA system per Keynote 23 as shown on the plans and stage metal conduit on Water Reclamation Facility property at a location directed by Water Reclamation Facility Staff.	1	Lump Sum	\$ 3,091.81	\$3,091.81	\$ 5,810.88	\$ 5,810.88	\$ 2,500.00	\$ 2,500.00	\$ 18,000.00	\$18,000.00
24	Salvage existing 18" effluent valves and stage at a location of Water Reclamation Property at a location directed by Water Reclamation Staff.	2	Each	\$ 644.75	\$1,289.50	\$ 1,146.00	\$ 2,292.00	\$ 1,400.00	\$ 2,800.00	\$ 2,000.00	\$4,000.00
25	Remove existing steel ramp and stage at a location of Water Reclamation Property at a location directed by Water Reclamation Staff.	1	Each	\$ 515.76	\$515.76	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$1,500.00
26	Maintain electrical service to maintenance shop as shown on the plans in Keynote 26.	1	Lump Sum	\$ 5,064.01	\$5,064.01	\$ 11,090.72	\$ 11,090.72	\$ 3,200.00	\$ 3,200.00	\$ 12,000.00	\$12,000.00
27	Unclassified Excavation as shown on the plans	240	C.Y.	\$ 11.61	\$2,786.40	\$ 25.00	\$ 6,000.00	\$ 31.00	\$ 7,440.00	\$ 12.00	\$2,880.00
28	Unclassified Embankment as shown on the plans.	785	C.Y.	\$ 29.64	\$23,267.40	\$ 23.00	\$ 18,055.00	\$ 21.00	\$ 16,485.00	\$ 30.00	\$23,550.00
29	3-inch type 2, Class B aggregate base as shown on the plans.	9911	S.F.	\$ 1.09	\$10,802.99	\$ 1.30	\$ 12,884.30	\$ 1.00	\$ 9,911.00	\$ 1.67	\$16,551.37
30	1.5-inch of ¾" washed gravel as shown on the plans.	9911	S.F.	\$ 1.22	\$12,091.42	\$ 1.10	\$ 10,902.10	\$ 0.95	\$ 9,415.45	\$ 0.60	\$5,946.60

31	Concrete sidewalk as shown on the plans.	51	S.F.	\$ 12.25	\$624.75	\$ 94.00	\$ 4,794.00	\$ 30.00	\$ 1,530.00	\$ 35.00	\$1,785.00
32	Mobilization and Demobilization	1	Lump Sum	\$ 34,389.10	\$34,389.10	\$ 15,630.00	\$ 15,630.00	\$ 18,237.55	\$ 18,237.55	\$ 42,000.00	\$42,000.00
	Totals			\$ -	\$192,977.10	\$ -	\$ 231,131.00	\$ -	\$ 244,999.00	\$ -	\$390,992.97
1						2		3		4	

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to award a bid for the City of Elko 18" Water Line Relocation Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **Council directed Staff to solicit bids for this project on November 21, 2019. A Bid Tally Sheet is attached. DJ**
6. Budget Information:

Appropriation Required: \$95,151.79
Budget amount available: Unbudgeted
Fund name: Water
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tally Sheet**
9. Recommended Motion: **Move to award a bid for the 18" Water Line Relocation Project to Ruby Dome, Inc. in the amount of \$95,151.79.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

**CITY OF ELKO
BID TABULATION
FOR
18" Water Line Relocation Project
January 3, 2020**

WATR2002

No.	Bid Item Description	Quantity	Unit
1	Mobilization and Demobilization	1	L.S.
2	Remove existing curb and gutter	60	Lin. Ft.
3	Remove existing 18" Line	87	Lin. Ft.
4	Install 18" C900 DR18 Water Line	235	Lin. Ft.
5	Install 18" 90° Bend (MJ)	1	Ea.
6	Install 22.5° Bend (FLGxMJ)	1	Ea.
7	Install 11.25° Bend (MJ)	2	Ea.
8	Install Romac Coupling or approved equal	1	Ea.
9	Install Potable Water Air Release	1	Ea.
10	Replace Curb and Gutter	60	Lin. Ft.
11	Re seeding of Disturbed Natural Areas	1	Lump Sum
12	Install 45° Bend (MJxFLG)	1	Ea.
Total			

Name	<u>Ruby Dome, Inc.</u>
Address	6525 East Idaho Street
City State	Elko, NV 89801
Phone No.	775-738-2154
Fax No.	n/a
Unit Price	Amount
\$ 14,631.13	\$14,631.13
\$ 13.37	\$802.20
\$ 92.94	\$8,085.78
\$ 155.08	\$36,443.80
\$ 4,643.62	\$4,643.62
\$ 2,948.19	\$2,948.19
\$ 5,540.91	\$11,081.82
\$ 5,436.77	\$5,436.77
\$ 2,363.96	\$2,363.96
\$ 59.77	\$3,586.20
\$ 999.67	\$999.67
\$ 4,128.65	\$4,128.65
	\$95,151.79
	1

Name	<u>MKD Construction Inc.</u>
Address	20 Stokes Dr.
City State	Mound House, NV 89706
Phone No.	775-848-1448
Fax No.	n/a
Unit Price	Amount
\$ 9,845.00	\$9,845.00
\$ 25.00	\$1,500.00
\$ 90.00	\$7,830.00
\$ 275.00	\$64,625.00
\$ 4,500.00	\$4,500.00
\$ 2,500.00	\$2,500.00
\$ 3,300.00	\$6,600.00
\$ 3,000.00	\$3,000.00
\$ 3,500.00	\$3,500.00
\$ 60.00	\$3,600.00
\$ 1,500.00	\$1,500.00
\$ 4,000.00	\$4,000.00
	\$113,000.00
	2

Name	<u>Acha Const.</u>
Address	321 VFW Drive
City State	Elko, NV 89801
Phone No.	775-777-3575
Fax No.	775-388-4222
Unit Price	Amount
\$ 8,840.00	\$8,840.00
\$ 14.50	\$870.00
\$ 196.00	\$17,052.00
\$ 245.00	\$57,575.00
\$ 3,095.50	\$3,095.50
\$ 5,134.00	\$5,134.00
\$ 2,797.00	\$5,594.00
\$ 2,008.00	\$2,008.00
\$ 5,078.00	\$5,078.00
\$ 81.50	\$4,890.00
\$ 1,200.00	\$1,200.00
\$ 3,095.50	\$3,095.50
	\$114,432.00
	3

Name	<u>Great Basin Engineering Contractors</u>
Address	PO Box 396
City State	Elko, NV 89801
Phone No.	775-738-1265
Fax No.	n/a
Unit Price	Amount
\$ 17,493.14	\$17,493.14
\$ 17.59	\$1,055.40
\$ 113.97	\$9,915.39
\$ 345.21	\$81,124.35
\$ 5,094.47	\$5,094.47
\$ 3,350.90	\$3,350.90
\$ 4,144.55	\$8,289.10
\$ 2,626.02	\$2,626.02
\$ 4,666.23	\$4,666.23
\$ 120.17	\$7,210.20
\$ 3,241.24	\$3,241.24
\$ 4,577.82	\$4,577.82
	\$148,644.26
	4

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible acceptance of a donation of a 2006 Pistonbully Groomer to SnoBowl, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Peterson Equipment from Hyde Park Utah donated a 2006 Pistonbully Groomer with a Mercedes Diesel Engine to SnoBowl. The groomer is estimated at current market price at \$50,000 - \$60,000. A new groomer costs approximately \$350,000. JW**
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: **To accept the donation of the 2006 Piston Bully Groomer from Peterson Equipment.**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. **Title: Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. INFORMATION ONLY-NON ACTION ITEM**
2. **Meeting Date: January 14, 2020**
3. **Agenda Category: UNFINISHED BUSINESS**
4. **Time Required: 5 Minutes**
5. **Background Information: Based upon City Council action on October 22, 2019, Staff is providing a status update with regard to 403 Pine Street. 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: N/A**
9. **Recommended Motion: N/A**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: N/A**
12. **Council Action:**
13. **Agenda Distribution:**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Access Agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs for a portion of property referred to as APN 001-01A-012 and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The U.S. Department of Veterans Affairs is proposing a purchase of approximately 15 acres of city owned property. They are requesting permission with this access agreement to appraise the property, perform surveys, conduct engineering tests and studies, make test borings and carry out such other exploratory investigations as they determine necessary in order to do their due diligence investigations prior to purchasing. CL**
6. Budget Information:
 Appropriation Required: **None**
 Budget amount available:
 Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Access Agreement**
9. Recommended Motion: **Approve the Access Agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs for a portion of property referred to as APN 001-01A-012.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Maina Gakure**
 Maina.Gakure@va.gov

PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20__, by and between the City of Elko, Nevada, with an address of 1751 College Ave, Elko, NV 89801 ("Owner") and the UNITED STATES OF AMERICA, by and through the U.S. DEPARTMENT OF VETERANS AFFAIRS, a federal agency with an address of 810 Vermont Ave., Washington, DC 20420 ("Government").

WHEREAS, the Owner is the owner of certain real estate, consisting of approximately fifteen (15) acres, situated in Elko, NV, identified by the County Assessor's Office as SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012 (hereinafter the "Property"). The Property is depicted in the Description of Property attached hereto as Exhibit A.

WHEREAS, Government has requested permission from Owner to enter the Property to appraise the value of the Property, to perform surveys, and to conduct engineering tests and studies, make test borings and carry out such other exploratory investigations as may be reasonably necessary to complete the due diligence investigations of the Property (collectively, the "Due Diligence Activities"). The area in which the Government will conduct its Due Diligence Activities will be referred to as the "Site."

WHEREAS, Owner is willing to grant Government permission to enter the Property for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, the Owner hereby grants to Government a license to enter the Property subject to terms and conditions set forth herein.

1. **Purpose of Entry.** The Government by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors, may enter the Property at any reasonable time during the Term of this Agreement, as hereinafter defined in Paragraph 3 below, solely for the purpose of performing the Due Diligence Activities.

2. **Government's Responsibilities.** Government shall be responsible for all costs associated with the Due Diligence Activities and shall leave the Property in substantially the same condition as existed when Government, or Government's contractors, agents or representatives, entered the Property. Government shall not permit any liens to attach to the Property by reason of the exercise of Government's rights hereunder. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Government shall remain the property of Government and must be removed by Government prior to the expiration of this Agreement.

SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012
Elko, NV

3. Term. The term of this Agreement shall commence upon the date of execution of this Agreement by the Government and shall expire on December 30, 2020 (the "Term"). Notwithstanding the foregoing, in the event the Government enters into a subsequent agreement with the Owner to purchase the Property, the term of this Agreement MAY BE EXTENDED as set forth in such subsequent agreement. The Term also may be extended by written mutual agreement executed by Government and Owner.
4. Compliance with Law. Government shall perform the Due Diligence Activities in compliance with all applicable laws, ordinances, and regulations. Government shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence.
5. Notice to Owner. At least five (5) business days prior to commencing the Due Diligence Activities, Government or its contractor(s), as applicable, shall provide Owner with notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion.
6. Security of Site. The Due Diligence Activities shall include reasonable security measures, to minimize the risk of property damage or bodily injury at or in the vicinity of the Site as the result of the Due Diligence Activities.
7. Condition of Property. Government shall repair any damage to the Site caused by performing the Due Diligence Activities and shall leave the Site in substantially the same condition as existed when the Government entered the Property.
8. Insurance. Government is a self-insured instrumentality of the United States of America. Government's contractors and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the term of their access upon the Property, a comprehensive general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Owner against any and all claims for bodily injury, death or property damage arising directly or indirectly from Government's use of the Property. Such policy or policies shall name Owner as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the state and such policy or policies shall provide at least twenty (20) days' notice to Owner before cancellation or material modification. The Government's Contractors shall deliver to Owner certificates of such insurance evidencing the coverage in force as of the commencement date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement.
9. Owner's Representation. Owner hereby represents and warrants that it is the owner of the Property and has the right to grant Government permission to enter upon the Property and perform the Due Diligence Activities.

SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012
Elko, NV

10. Termination. This Agreement may be terminated by Owner or Government by providing written notice to the other party. Upon any such termination, the Government and its contractors shall have continued access to the Property for a reasonable and sufficient period of time to permit Government to remove equipment and/or complete any necessary repairs as set forth in Paragraph 7 of this Agreement.

11. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government: Associate Director, Office of Real Property
U.S. Department of Veterans Affairs
425 I Street NW
Washington, DC 20001

With a copy to: Office of Real Property
U.S. Department of Veterans Affairs
425 I Street NW
Washington, DC 20001
Attn: Maina Gakure, DBA, Realty Specialist
maina.gakure@va.gov

Office of General Counsel
U.S. Department of Veterans Affairs
810 Vermont Ave, NW
Washington, DC, 20420
Attn: Deputy Chief Counsel,
Real Property Law Group (025A)

AND

For Owner: The Mayor
c/o Elko City Manager
1751 College Ave
Elko, NV 89801

12. Third Parties. The access rights granted to Government under this Agreement are a personal privilege of Government and shall not be transferred or assigned except as provided in Paragraph 1 hereof. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement.

13. Applicable Law; Entire Agreement. This Agreement shall be construed and

SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012
Elko, NV

enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to the Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

14. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

[Signature Page to follow]

SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012
Elko, NV

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

OWNER OR AUTHORIZED AGENT:

By: _____

Name :

Date: _____

GOVERNMENT:

UNITED STATES OF AMERICA, by and through the U.S. DEPARTMENT OF
VETERANS AFFAIRS

By: _____

Name: _____

Date: _____

SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012
Elko, NV

Exhibit A

Description of Property

SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #001-01A-012



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept the 2020 Planning Commission Work Program, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered a draft 2020 Work Program at their meeting January 7, 2020. 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: **2020 Planning Commission Work Program**
9. Recommended Motion: **Accept the 2020 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 2020 Work Program

ITEM

START DATE

PROJECTED COMPLETION

ACTUAL COMPLETION

- * Repeal and Replace Sign Ordinance
- * Review Zoning for RMH districts, revise map

Feb-19
April

October
September

- * Revise P & Z applications / Zoning Code Amendment to reflect changes
- * Master Plan Amendment for misc. revisions

October 2017
January

August
March

ONGOING PROJECTS

Planning Commission training (General conduct, Ethics, NRS, Open meeting law)

ongoing

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **On December 10, 2019, Council accepted a letter of resignation from Planning Commission member Ian Montgomery. Staff conducted the standard recruitment process and has received 2 letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2020. 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: **Letters of Interest to serve on the Planning Commission**
9. Recommended Motion: **Appoint (insert name) to fill the vacancy on the Elko City Planning Commission with a term expiring July 2020.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

To Elko City Council,
Mayor Reece Keener,
Councilmember Mandy Simons,
Councilmember Robert Schmidtlien,
Councilmember Chip Stone,
Councilmember Bill Hence,

My name is Giovanni Puccinelli and this letter is intended to express my interest of volunteering for the vacant seat on the Elko City planning Commission currently open.

I was born and raised in the Elko area, moving away in 1983 to attend college and play college baseball at Yavapai Jr. College in Prescott, Arizona and Nevada Reno. In 1994 I moved back to Elko with the company I am currently working for the past 25 years, Western Nevada Supply. Western is a family owned business opening in 1963 and serving the Elko area since 1983. We are a wholesale company serving the underground waterworks, plumbing, heating, irrigation, hydronic, solar, and mining industries. For the past 6 years I have been serving on the Elko County Fair Board, plus recently been elected president of the Elko Men's Golf Association.

Being raised and living in Elko most of my life, the community has provided a wonderful place for me and my friends to bring up our families. Working for Western, I have had the opportunity to work and manage different branches for our company plus reside in those areas. None of those communities offer the same possibilities or opportunities Elko provides, so I personally feel it is time that I start to give back to the city that has given me so much to be thankful for. And, who knows where this may lead.

I want to say thank you to everyone for their time and consideration for this position.

Best regards,

Giovanni Puccinelli

Kenneth C. Morgan
200 KEPPLER DR.
ELKO, NEVADA, 89801
775-777-4043
KCM24_24_24@YAHOO.COM

Thursday, December 19, 2019

City of Elko
Planning Department
Planning Commission
1751 College Ave.
Elko, Nevada 89801

Dear Elko Planning Commission:

I am responding to express interest for the Planning Commission vacancy. I understand that this is a volunteer member vacancy of the Elko City Planning Commission which may be reappointed to an additional four-year term.

I have been a resident of the City of Elko for 31 years, an active business owner and owned several residential properties. My children were born and raised in Elko and are outstanding citizens of the community and State. I am a semi-retired Project Engineering Manager working 30 years to develop mines and jobs for Northeast Nevada.

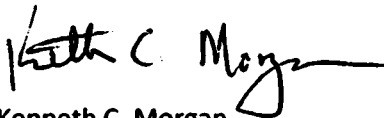
I am confident that my experience and my love of Elko will be an asset to your group. I have a proven record of achievements and would like to contribute to the Elko Planning Commission.

I look forward to speaking with you to discuss how my experience and abilities match your need. Don't hesitate to contact me should you have any questions. I look forward to speaking with you.

I understand that letters of interest must be received by Monday January 6, 2020.

I am willing to meet and conduct business under the rules and procedures of the Planning Commission and Nevada Open Meeting Law and I will also file the required financial disclosure statement when requested.

Regards,


Kenneth C. Morgan

**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 Jordanelle Third Mortgage, LLC for Phase 2 of the Tower Hill Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **As required by Elko City Code 3-3-21, the City and Jordanelle Third Mortgage, LLC entered into an agreement to install improvements for Phase 2 of the Tower Hill Subdivision on March 26, 2019. Jordanelle Third Mortgage has completed the subdivision improvements for Phase 2 of the Tower Hill Subdivision, but due to required testing timelines, the engineer of record has not yet certified a portion of the sidewalk. Due to an upcoming deadline, the developer has chosen to post a performance guaranty in accordance with Elko City Code 3-3-22 and the performance agreement to cover the cost of the sidewalk still in need of certification. 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**
9. Recommended Motion: **Approve First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty for Phase 2 of the Tower Hill subdivision.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:

Agenda Item V.D.

13. Council Agenda Distribution:

Jordanelle Third Mortgage, LLC
Attn: Scott MacRitchie
4518 N. 32nd Street
Phoenix, AZ 85018
scott@macritchie.com

Tower Hill Phase 2
Estimate for Bond Amount
January 7, 2020

No.	Item	Estimated Cost
1	Sidewalk	\$ 9,517.00
2	Asphalt Repair (Sealing)	\$ 2,000.00
3	Asphalt Repair (Low Areas)	\$ 500.00
4	Sewer Pipe Grouting	\$ 100.00
5	Raising Storm Drain Inlet	\$ 800.00
6	Testing/Misc. Costs	\$ 2,261.02
	Subtotal	\$ 15,178.02
13	10% Contingency	\$ 1,551.18
	Total Performance Guarantee	\$ 16,729.20
14	Maintenance Bond	\$ 93,105.60
	Total Amount Due	\$ 109,834.80

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 14th day of January, 2020 (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 **Jordanelle Third Mortgage, 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 Phase 2 of the "Tower Hill Subdivision" into twenty-four (24) separate parcels;

WHEREAS, the **Developer** has prepared Tentative Map No. 9-13 in connection with the Tower Hill Subdivision;

WHEREAS, on March 26, 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 Phase 2 of the Tower Hill 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 the **Work**, but a portion of the **Work** remains to be certified by the Engineer of Record before final acceptance by the **City**;

WHEREAS, the **City** has not accepted as complete the Engineer of Record certification for **Work** completed;

WHEREAS, the **Developer** will post the full amount of the maintenance guaranty as provided in the Performance Agreement (\$93,105.60);

WHEREAS, the full cost of the remaining **Work** which will be used to calculate the performance guaranty will not exceed \$16,729.20;

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. The last sentence of Paragraph 1.A. (Completion of Work and Maintenance Guaranty) is hereby amended and modified to state 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 modified and amended to state as follows:

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 modified and amended to state as follows:

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 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 – JORDANELLE THIRD MORTGAGE,
LLC**

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Bernard Douglas Elvin III, dba Star Meat Services for concession space at the Elko City Main Park, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **We have two concessionaires no longer using their space at the park. They are Williams Barbecue and Ruby Mountain Hot Dogs. Mr. Elvin II is requesting to use park space 4 to sell hot dogs and lemonade. He has been issued an Elko City Business License.**
6. Budget Impact Statement:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application, Lease Agreement**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **starmeatservices@gmail.com**

**ELKO CITY MAIN PARK
CONCESSION APPLICATION
1751 College Avenue Elko, Nevada
Phone: 775-777-7126
Fax: 775-777-7129**

The City of Elko allows use of designated portions of the Main City Park for certain types of businesses with approval from the Elko City Council. The fees for the use of park space are based on the amount of space requested. An Elko City Business License is required along with a \$1 million dollar insurance policy with the City listed as additional insured. Interested person(s) must complete the application and return it to the Elko City Clerk's Department. The Elko City Manager/City Clerk shall review the application to determine eligibility, fees, and space availability. If eligible, a draft agreement will be presented to the City Council for approval. Once the agreement is approved, signed and insurance provided your business may commence in the designated area.

Name of Applicant(s): BERNARD DOUGLAS ELVIN 3

Company Name: STAR MEAT SERVICES / VAN BARNHUS -

Mailing Address: P.O. Box 91 DEETH NV 89423
Street or P.O. Box City State Zip

Business License Number: 11368

Area of Park requested: #4 775-764-9194
(Space Number or General Area) STARMEATSERVICES@GMAIL.COM

Total square footage required: 10' x 30'

Type of food service proposed: FRANKFURTER + FRESH Lemonade -

Type of recreation service proposed: _____

Proposed operational hours: From: 10 a.m. p.m. To: 10 a.m. (p.m.)
(circle one) (circle one)

Days of operations (circle all that apply): Monday, Tuesday, Wednesday, Thursday, Friday,
Saturday, Sunday

Months of use (circle all that apply): January, February, March, April, May, June, July, August,
September, October, November, December

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof; that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

Signature: Bernard Douglas Elvin Date: 1-2-20

Printed Name: BERNARD D. ELVIN

CHRIS SHEERIN

1

2

3

4

COLLEGE

5



CITY OF ELKO

LICENSE AND CONCESSIONAIRE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____ by and between **Bernard Douglas Elvin III dba Star Meat Services**, Licensee and Concessionaire (hereinafter referred to as "**Concessionaire**") and **THE CITY OF ELKO**, Owner and Licensor (hereinafter referred to as the "**City**").

1. **PURPOSE AND TERM.** **Concessionaire** is hereby given privilege and license to use the approximately 10' by 10', known as **Area 4** and depicted on Exhibit "A" to conduct and operate a food concession business subject to the conditions contained herein.
3. **SALE OF FOOD AND BEVERAGES.**
Subject to paragraph 3.B. below, **Concessionaire** shall have the right to sell any food and nonalcoholic beverages or refreshments of any kind as indicated on applicable permits and licenses from the City of Elko, Elko Fire Marshal and the State Health Department. **Concessionaire** shall submit proof to **City** of acquisition of all required permits which may be required by law to conduct operations. **Concessionaire** shall pay any licenses and taxes which may be assessed in conjunction with the concession operation.
4. **CARE OF PREMISES AND EQUIPMENT.** **Concessionaire** will keep all stands, fixtures and equipment in a clean, sanitary and orderly condition at all times and conduct the food concession in accordance with all federal, state and local health department rules, regulations, statutes and ordinances.
5. **PERMANENT FIXTURES.** **Concessionaire** shall not install any permanent fixtures or structures to the property. All equipment must be mobile.
6. **JANITORIAL SERVICES.** **Concessionaire**, at its own expense, shall provide trash receptacles and trash removal on a daily basis and shall keep all areas used by it, including the common area utilized by the **Concessionaire** and the general public, in a clean condition and good state of repair. It is expressly understood that the entire premises are open to inspection by authorized representatives of the **City** at all times.
7. **RENT.** Rent is payable by the **Concessionaire** to the **City** in the amount of **\$50.00 per month.**
8. **UTILITIES.** No Utility connections will be made available to the **Concessionaire** by the **City**.
9. **DAYS AND HOURS OF OPERATION.** **Concessionaire** shall have exclusive right to the use of Area 4 as depicted in Exhibit "A" **Every day of each month, the hours of 10:00 a.m. to 10:00 p.m.** At times when the **Concessionaire** is not utilizing such area, the public may utilize the area for general recreational uses.

10. **NOT A CONTRACT FOR EMPLOYMENT OR LEASE.** It is understood and agreed that this contract is not a contract of employment, in the sense that **Concessionaire** or the **Concessionaire's** employees are not employees of the **City**. **Concessionaire** at all times shall be deemed to be an independent contractor. **Concessionaire** is not authorized to bind the **City** to any contracts or other obligations. The **City** shall not be liable for acts of the **Concessionaire** or its assistants or employees in performing the duties described herein.
11. **DEFAULT OF CONCESSIONAIRE.** The **City** shall have the right to terminate the agreement after **fifteen (15) days** written notice served on **Concessionaire** personally or by certified mail, in the event that default shall be made by **Concessionaire** of any of the covenants hereby agreed to be performed by **Concessionaire**, or if **Concessionaire** violates any of the ordinances of the City of Elko, State of Nevada, or federal government, or for dishonesty, incompetence, negligence, inattention or irresponsibility. If after receiving written notice of default herein provided, **Concessionaire** cures all defaults or violations to the satisfaction of the Recreation Coordinator or representative within **fifteen (15) days**, its default may be considered cured and this agreement shall remain in full force and effect until it is terminated. In the event the agreement is terminated after the 15-day default notice, it will be lawful for the **City** to immediately thereafter remove all property from the premises owned by **Concessionaire**.
12. **LIABILITY INSURANCE.** **Concessionaire** shall save and hold harmless, defend and indemnify the **City**, its successors and assigns, from and against all loss or damage to property, injury to or death of persons resulting in any manner whatsoever, directly or indirectly, by reason of the use or occupancy of the concessions for any purpose whatsoever by reason of the rights, licenses and privileges herein granted. In partial performance of such obligation, **Concessionaire** shall file with the City Manager evidence of public liability insurance coverage satisfactory to **City** insuring the liability of **City**, of its officers, agents and employees and **Concessionaire** for any and all activities covered by the terms of this agreement in an amount not less than **ONE MILLION DOLLARS (\$1,000,000.00)** single limit liability for bodily injury death or property damage. Said policy shall not be canceled until the **City** shall have at least thirty (30) days notice in writing of such cancellation. A certified true copy of the policy with endorsement must be furnished to the City Manager within **ten (10) days** from the date of execution of this agreement. The policy must include the following endorsements: **"IT IS A CONDITION OF THIS POLICY THAT THE INSURANCE COMPANY MUST FURNISH WRITTEN NOTICE TO THE CITY OF ELKO PARKS DEPARTMENT THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY REDUCTION IN OR CANCELLATION OF THIS POLICY."** Such cancellation shall terminate the **Concessionaire's** agreement for the facility.
13. **NOTICES.** Any notice to **Concessionaire** herein may be served personally or by mail addressed to **Bernard Douglas Elvin III, P.O. Box 91, Deeth, NV 89823..** Any notice given by **Concessionaire** to **City** shall be deemed properly served upon the **City** if the same is delivered to the City Manager of the City of Elko or deposited in the post office,

postage prepaid, addressed to the City Manager, 1751 College Avenue, Elko, Nevada 89801.

13. **ASSIGNMENT AND SUBLETTING PROHIBITED.** This agreement may not be assigned to any other person or persons, in whole or in part, nor shall any portion of the premises hereby licensed to **Concessionaire** be sublet in any manner whatsoever. This agreement shall terminate if, in the opinion of the City Manager, the **Concessionaire**, by reason of incapacity or otherwise, is unable to perform its duties for a period exceeding **thirty (30)** consecutive days.
14. **TERMINATION OF LEASE.** It is hereby agreed that both the **City and Concessionaire** shall have the option to terminate the remaining term of this agreement upon a 15 day written notice.
15. **ENTIRE AGREEMENT.** This Agreement shall be deemed and construed as the entire agreement of the parties hereto and there are not prior or contemporaneous oral agreements between the parties which would or will alter the terms of this agreement in any particular whatsoever. Any subsequent amendment to this agreement shall be in writing.

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

ATTEST:

CITY OF ELKO:

BY: REECE KEENER, MAYOR

KELLY WOOLDRIDGE, CITY CLERK

CONCESSIONAIRE:

BY: _____
BERNARD DOUGLAS ELVIN III

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Hangar (C4, C5, D1, and D2) Lease Agreement with Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager) recently purchased Hangars C4, C5, D1, and D2 from Ann Barron and Ron Privasky and a new Lease Agreement needs to be completed with Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager). Additionally, Airport Ground Leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF**
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: **Lease Description & Map, Copy of Lease Agreement**
9. Recommended Motion: **Move to approve a Hangar (C4, C5, D1, and D2) Lease with Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager)**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution

LEASE AGREEMENT
(Airport Hangars C4, C5, D1 and D2)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and TREE STREET INVESTMENT GROUP, AIRPLANE SERIES, LLC, a Nevada series limited-liability company, hereinafter collectively referred to as "Lessee."

W I T N E S S E T H :

That for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 **Description.** Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of an airplane hangar, known as "T-Hangars C4, C5, D1 and D2," which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map at **Exhibit B**, which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 **Term.** This Lease Agreement shall begin _____, 2019 and end at midnight on _____, 2029 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 **Option to Extend.** At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for one (1) additional ten (10) year term. All provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the initial term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of

the effective term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of the essence.

SECTION 3

RENT

3.01 **Annual Rent.** Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

Hangars C4, C5, D1 and D2: 3,351 square feet @ \$.28/square foot = \$938.28

3.02 **Initial Payment of Rent.** Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$ _____ for the first _____ months of the Lease.

3.03 **Date Rent Due.** After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2020, in the sum of _____ (\$ _____). It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar lessees at the Elko Regional Airport.

SECTION 4

USE OF LEASED PREMISES

4.01 **Uses Prohibited.** It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for the placement of an airplane hangar and the storage of airplanes and no other use, including the storage of personal property other than airplanes, shall be made of the Leased Premises without the prior approval of the Lessor.

SECTION 5

SERVICES TO BE PERFORMED BY LESSEE

5.01 **Maintenance of Leased Premises.** The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 **Cost of Maintenance.** The Lessee shall bear all of the costs of maintaining

its hangar, and shall pay, in addition to the rent, all other costs associated with the use of the Leased Premises including maintenance, insurance, any and all taxes, and shall pay for all permits and licenses required by law.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

SECTION 6

REMOVAL OF HANGAR

6.01 Termination Upon Removal of Hangar. In the event the airplane hangar placed on the property by Lessee is removed for a period of thirty (30) days, this Lease shall terminate without further notice.

SECTION 7

LESSOR'S OPTION TO PURCHASE HANGAR

7.01 Purchase of Hangar Upon Lease Termination/Expiration. As additional consideration for this Lease, Lessee hereby grants to Lessor the option to purchase the hangar constructed on the Leased Premises by Lessee in accordance with the provisions hereof, together with any alternations or additions thereto. In the case of the natural expiration of the term of this Lease, for which purposes of this Section shall include any written extensions or renewals of the terms of this Agreement, Lessor may exercise the option by giving written notice of exercise to Lessee no later than forty-five (45) days prior to the expiration date. In the case of an earlier termination of this Lease, Lessor shall exercise its option to purchase by giving written notice of Lessor's exercise of the option to Lessee at any time prior to the date of termination.

7.02 Determination of Hangar Purchase Price. The purchase price for the hangar shall be the then fair market value of the hangar as determine by an agreement between Lessor and Lessee. If Lessor and Lessee are unable to agree upon the fair market value, then Lessor, at Lessor's cost and expense, shall provide Lessee with a written appraisal of the hangar within thirty (30) days after the day of the written notice exercising the option. Lessee shall then have ten days to either accept or reject the appraisal submitted by Lessor and shall provide Lessor written notice of Lessee's acceptance or rejection of the appraisal. If Lessee rejects Lessor's appraisal, then Lessee shall, at Lessee's cost and

expense, obtain an appraisal of the hangar by a qualified and experience MAI appraiser selected by Lessee and Lessee shall provide Lessor with the written appraisal of the hangar within thirty (30) days after the date of written notice rejecting Lessor's appraisal. If Lessee rejects Lessor's appraisal and obtains a separate appraisal of the fair market value of the hangar, then the purchase price shall be the average of the two appraisals.

7.03 Payment of Purchase Price. The purchase price for the hangar shall be paid by Lessor to Lessee in cash within ninety (90) days after the expiration or termination of the Lease. Upon receipt of the purchase price, Lessee shall execute and deliver to Lessor a bill of sale, in a form approved by Lessor, transferring title to the hangar to Lessor free and clear of all liens, encumbrances and security interests.

SECTION 8

REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

8.01 Lessee to Remove Personal Property. In the event of the termination of this Lease, Lessee shall have a reasonable time to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor.

SECTION 9

INSURANCE

9.01 Personal Property Insurance. The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 Liability Insurance. The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$500,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$1,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to

indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands and actions.

9.03 Proof of Insurance to Lessor. The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

SECTION 10

INDEMNIFICATION AND HOLD HARMLESS

10.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

SECTION 11

CONDUCT BY LESSEE

11.01 Compliance With Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

SECTION 12

WASTE

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 13

UTILITIES

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased

Premises.

SECTION 14 **TAXES**

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against the Leased Premises and any property placed thereon, together with all necessary license fees.

SECTION 15 **DEFAULT**

15.01 Termination of Lease Upon Default. In the event that the rent herein provided for, in any part or portion thereof shall be in arrears or shall be unpaid on the date when the same is provided to be paid, and for ten (10) days thereafter, it shall be and may be lawful for the City of Elko, its agents or legal representatives to go to and upon the Leased Premises, and to again repossess itself thereof, and to hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination of this Lease.

15.02 Breach. In the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, City of Elko shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 16 **QUIET POSSESSION**

16.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

SECTION 17 **IMPROVEMENTS**

17.01 Notification of Lessor. Lessee shall notify Lessor prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee's expense.

SECTION 18
AIRPORT MASTER PLAN

18.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that movement of the buildings and changes as set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.

SECTION 19
ASSIGNMENT

19.01 No Assignment. This Lease shall not be assigned, nor shall any of all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

SECTION 20
LIENS / ENCUMBRANCES

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease and a termination of Lessee's right in and to this Lease and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease shall continue in full force and effect.

SECTION 21
CLOSURE OF AIRPORT

21.01 Rent Abated; Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

SECTION 22 **INSPECTION**

22.01 **Lessor's Right to Inspect.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 23 **ADDITIONAL TERMS**

23.01 **FAA Requirements.** Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

23.02 **Abandonment.** In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any hangar and personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 23.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for the storage of airplanes for a period of ninety (90) days.

23.03 **Waiver.** No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 **Notices.** All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO:

Elko Regional Airport Director
City of Elko
1751 College Avenue
Elko, NV 89801

LESSEE: Tree Street Investment Group, Airplane Series, LLC
Attn: Matthew J. Stramel, Manager
725 Second Street
Elko, Nevada 89801

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, their heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the day and year first above written.

(Signatures on next page)

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

LESSEE:

**TREE STREET INVESTMENT
GROUP, AIRPLANE SERIES, LLC**

MATTHEW J. STRAMEL, MANAGER

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

A portion of the Elko Regional Airport parcel, located in the southeast quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, containing four hangars in a portion of a larger hangar building, more particularly described as follows;

Hangars C4, C5, D1, and D2

Beginning at a point that bears South 71°10'28" East, a distance of 1,547.54 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 44°11'00" East, a distance of 111.70 feet, more or less, to a demising wall within the hangar building;
Thence, South 45°49'00" East, a distance of 16.00 feet, along the demising wall;
Thence, South 44°11'00" West, a distance of 12.00 feet, continuing along the demising wall;
Thence, South 45°49'00" East, a distance of 14.00 feet, continuing along the demising wall;
Thence, South 44°11'00" West, a distance of 111.70 feet;
Thence, North 45°49'00" West, a distance of 14.00 feet;
Thence, North 44°11'00" East, a distance of 12.00 feet;
Thence, North 45°49'00" West, a distance of 16.00 feet, more or less, to the point of beginning.

Said Hangars contain an area of ±3,351 square feet.

The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

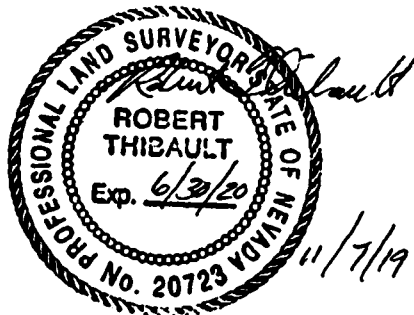
Elko Regional Airport survey control monument "Piper"

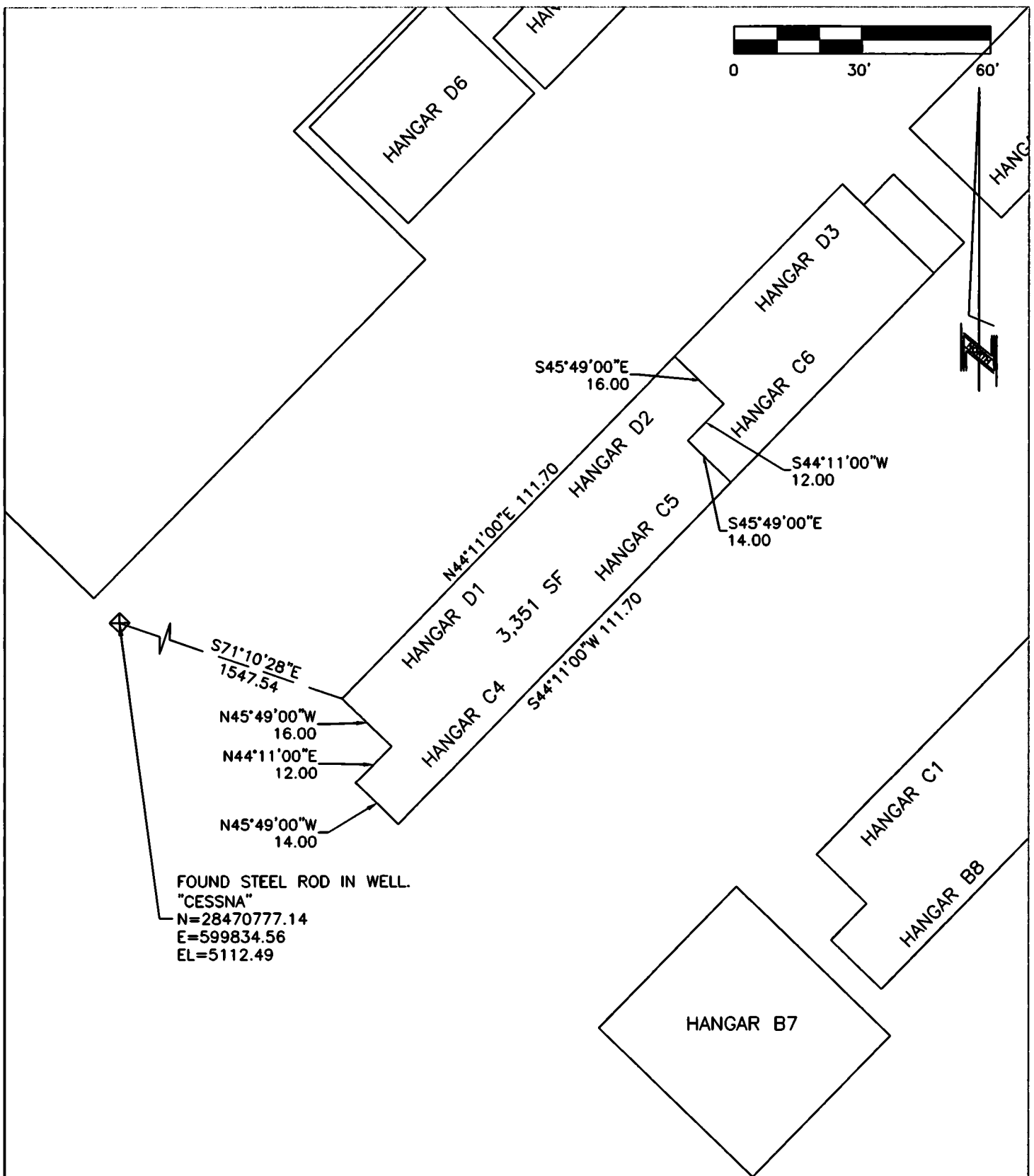
N 28469096.94

E 599075.75

With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

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





CITY OF ELKO
1781 COLLIER AVE
ELKO, NEVADA 89601
775-777-7210

SCALE
HORIZ 1"=50'
VERT 1"=10'

EXHIBIT B
MAP OF HANGARS C4, C5, D1 AND D2
LEASE AREA FOR THE CITY OF ELKO

DESIGNED BY: BT
DRAWN BY: ASD CSD 2017
CHECKED BY: BT
DATE: 11/7/2019

IN SECTION 16, T 34 N,
R 55 E, M.D.B.&M.

RULES AND REGULATIONS
Exhibit C

CHAPTER I
GENERAL PROVISIONS

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. Airport means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.

3. Council means the Elko City Council of the City of Elko, Nevada.

4. City means the City of Elko, Elko County, Nevada.

5. F.A.A. means the Federal Aviation Administration.

6. Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and

agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervises grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and Regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the City Council, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A.A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special Events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only

upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public Use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common Use Area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular Traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for fire fighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also obtain prior approval of the Airport Director.

SECTION 9. Acceptance Of Rules By Use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators To Keep Rules Available

All persons licensed to do business on or conduct operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II

AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower, if operating.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas. The owner or pilot must place or store the aircraft in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner.

SECTION 2. Ground Rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire Regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III
AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business Activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the City Council, to establish to the satisfaction of the City Council that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The City Council may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation

will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the City Council with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9. Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City Council that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the City Council.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the City Council, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the City Council a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair By The City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

CHAPTER IV PENALTIES

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other

governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the City Council or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the City Council, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V

GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

Exhibit D

Additional Terms Required **by FAA Safety/Compliance Inspector**

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or

operation on the Elko Regional Airport .

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from , or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Hangar (G7) Lease Agreement with Richard Evans, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Richard Evans recently purchased Hangar G7 from the Marvin Epstein Trust, and a new Lease Agreement needs to be completed with Richard Evans. Additionally, Airport Ground Leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF**
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: **Lease Description & Map, Copy of Lease Agreement**
9. Recommended Motion: **Move to approve a Hangar (G 7) Lease with Richard Evans**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mr. Richard Evans
2753 Hamilton Creek Trail
Elko, NV 89801**

LEASE AGREEMENT
(Airport Hangar G-7)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and RICHARD EVANS, an individual, hereinafter referred to as "Lessee."

W I T N E S S E T H :

That for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 **Description.** Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of an airplane hangar, known as "T- Hangar G-7," which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map at **Exhibit B**, which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 **Term.** This Lease Agreement shall begin _____, 2019 and end at midnight on _____, 2029 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 **Option to Extend.** At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for one (1) additional ten (10) year term. All provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the initial term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the effective term, and if the Lessor does not receive written notice of the exercise of this

option on or before such date, this option shall terminate on that date, time being of the essence.

SECTION 3

RENT

3.01 **Annual Rent.** Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

Hangar G-7: 1,083.01 square feet @ \$.28/square foot = \$303.24

3.02 **Initial Payment of Rent.** Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$_____ for the first _____ months of the Lease.

3.03 **Date Rent Due.** After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2020, in the sum of _____ (\$_____). It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar lessees at the Elko Regional Airport.

SECTION 4

USE OF LEASED PREMISES

4.01 **Uses Prohibited.** It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for the placement of an airplane hangar and the storage of airplanes and no other use, including the storage of personal property other than airplanes, shall be made of the Leased Premises without the prior approval of the Lessor.

SECTION 5

SERVICES TO BE PERFORMED BY LESSEE

5.01 **Maintenance of Leased Premises.** The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 **Cost of Maintenance.** The Lessee shall bear all of the costs of maintaining its hangar, and shall pay, in addition to the rent, all other costs associated with the use of

the Leased Premises including maintenance, insurance, any and all taxes, and shall pay for all permits and licenses required by law.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

SECTION 6

REMOVAL OF HANGAR

6.01 Termination Upon Removal of Hangar. In the event the airplane hangar placed on the property by Lessee is removed for a period of thirty (30) days, this Lease shall terminate without further notice.

SECTION 7

LESSOR'S OPTION TO PURCHASE HANGAR

7.01 Purchase of Hangar Upon Lease Termination/Expiration. As additional consideration for this Lease, Lessee hereby grants to Lessor the option to purchase the hangar constructed on the Leased Premises by Lessee in accordance with the provisions hereof, together with any alternations or additions thereto. In the case of the natural expiration of the term of this Lease, for which purposes of this Section shall include any written extensions or renewals of the terms of this Agreement, Lessor may exercise the option by giving written notice of exercise to Lessee no later than forty-five (45) days prior to the expiration date. In the case of an earlier termination of this Lease, Lessor shall exercise its option to purchase by giving written notice of Lessor's exercise of the option to Lessee at any time prior to the date of termination.

7.02 Determination of Hangar Purchase Price. The purchase price for the hangar shall be the then fair market value of the hangar as determine by an agreement between Lessor and Lessee. If Lessor and Lessee are unable to agree upon the fair market value, then Lessor, at Lessor's cost and expense, shall provide Lessee with a written appraisal of the hangar within thirty (30) days after the day of the written notice exercising the option. Lessee shall then have ten days to either accept or reject the appraisal submitted by Lessor and shall provide Lessor written notice of Lessee's acceptance or rejection of the appraisal. If Lessee rejects Lessor's appraisal, then Lessee shall, at Lessee's cost and expense, obtain an appraisal of the hangar by a qualified and experience MAI appraiser

selected by Lessee and Lessee shall provide Lessor with the written appraisal of the hangar within thirty (30) days after the date of written notice rejecting Lessor's appraisal. If Lessee rejects Lessor's appraisal and obtains a separate appraisal of the fair market value of the hangar, then the purchase price shall be the average of the two appraisals.

7.03 Payment of Purchase Price. The purchase price for the hangar shall be paid by Lessor to Lessee in cash within ninety (90) days after the expiration or termination of the Lease. Upon receipt of the purchase price, Lessee shall execute and deliver to Lessor a bill of sale, in a form approved by Lessor, transferring title to the hangar to Lessor free and clear of all liens, encumbrances and security interests.

SECTION 8

REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

8.01 Lessee to Remove Personal Property. In the event of the termination of this Lease, Lessee shall have a reasonable time to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor.

SECTION 9

INSURANCE

9.01 Personal Property Insurance. The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 Liability Insurance. The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$500,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$1,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands

and actions.

9.03 Proof of Insurance to Lessor. The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

SECTION 10

INDEMNIFICATION AND HOLD HARMLESS

10.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

SECTION 11

CONDUCT BY LESSEE

11.01 Compliance With Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as Exhibit C.

SECTION 12

WASTE

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 13

UTILITIES

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased Premises.

SECTION 14

TAXES

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against the Leased Premises and any property placed thereon, together with all necessary license fees.

SECTION 15

DEFAULT

15.01 Termination of Lease Upon Default. In the event that the rent herein provided for, in any part or portion thereof shall be in arrears or shall be unpaid on the date when the same is provided to be paid, and for ten (10) days thereafter, it shall be and may be lawful for the City of Elko, its agents or legal representatives to go to and upon the Leased Premises, and to again repossess itself thereof, and to hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination of this Lease.

15.02 Breach. In the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, City of Elko shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 16

QUIET POSSESSION

16.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

SECTION 17

IMPROVEMENTS

17.01 Notification of Lessor. Lessee shall notify Lessor prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee's expense.

SECTION 18
AIRPORT MASTER PLAN

18.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that movement of the buildings and changes as set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.

SECTION 19
ASSIGNMENT

19.01 No Assignment. This Lease shall not be assigned, nor shall any of all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

SECTION 20
LIENS / ENCUMBRANCES

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease and a termination of Lessee's right in and to this Lease and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease shall continue in full force and effect.

SECTION 21
CLOSURE OF AIRPORT

21.01 Rent Abated; Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

INSPECTION

22.01 **Lessor's Right to Inspect.** Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 23 **ADDITIONAL TERMS**

23.01 **FAA Requirements.** Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

23.02 **Abandonment.** In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any hangar and personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 23.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for the storage of airplanes for a period of ninety (90) days.

23.03 **Waiver.** No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 **Notices.** All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO: Elko Regional Airport Director
 City of Elko
 1751 College Avenue
 Elko, NV 89801

LESSEE: Richard Evans
 2753 Hamilton Creek Trail
 Elko, NV 89801

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, their heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the day and year first above written.

(Signatures on next page)

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

LESSEE:

RICHARD EVANS

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

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

Beginning at a point that bears South 73°53'02" East, a distance of 1,137.80 feet from the Elko Regional Airport survey control monument "Cessna";

Thence, North 44°11'00" East, a distance of 16.49 feet;
Thence, North 45°49'00" West, a distance of 10.83 feet;
Thence, North 44°11'00" East, a distance of 17.67 feet;
Thence, South 45°49'00" East, a distance of 42.16 feet;
Thence, South 44°11'00" West, a distance of 17.67 feet;
Thence, North 45°49'00" West, a distance of 10.83 feet;
Thence, South 44°11'00" West, a distance of 16.49 feet;
Thence, North 45°49'00" West, a distance of 20.50 feet, more or less, to the point of beginning.

Said lease area contains an area of $\pm 1,083.01$ square feet.

The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

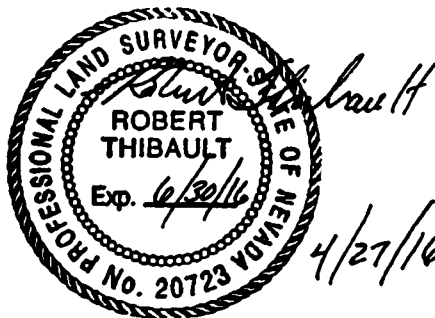
Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

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



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RULES AND REGULATIONS
Exhibit C

CHAPTER I
GENERAL PROVISIONS

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. Airport means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.

3. Council means the Elko City Council of the City of Elko, Nevada.

4. City means the City of Elko, Elko County, Nevada.

5. F.A.A. means the Federal Aviation Administration.

6. Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and

agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervises grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and Regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the City Council, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A.A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special Events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only

upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public Use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common Use Area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular Traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for fire fighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also obtain prior approval of the Airport Director.

SECTION 9. Acceptance Of Rules By Use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators To Keep Rules Available

All persons licensed to do business on or conduct operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II

AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower, if operating.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas. The owner or pilot must place or store the aircraft in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner.

SECTION 2. Ground Rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire Regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III
AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business Activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the City Council, to establish to the satisfaction of the City Council that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The City Council may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation

will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the City Council with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9. Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City Council that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the City Council.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the City Council, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the City Council a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair By The City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

**CHAPTER IV
PENALTIES**

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other

governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the City Council or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the City Council, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V

GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

Exhibit D

Additional Terms Required by FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or

operation on the Elko Regional Airport .

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from , or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

**Elko City Council
Agenda Action Sheet**

1. **Title: Review and possible approval of the First Amendment to the Nonexclusive Franchise Agreement between the City of Elko and White Cloud Communications Incorporated, amending Section 1.2 of the agreement, granting a revocable license to pull communication cable in underground conduit owned by the City of Elko and located within City Rights-of-Way, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: January 14, 2020**
3. **Agenda Category: NEW BUSINESS**
4. **Time Required: 5 Minutes**
5. **Background Information: The City Council approved a Nonexclusive Franchise Agreement between the City and White Cloud Communications Incorporated at its meeting on December 10, 2019. White Cloud Communications Incorporated wishes to utilize City owned conduit within City Rights-of-Ways to build out communication infrastructure. The City of Elko code requires the installation of conduit under certain circumstances to facilitate the build out of communication infrastructure within the community. The proposed amendment grants a revocable permit under the Nonexclusive Franchise Agreement for the purposes of installing telecommunication cable in city owned conduit. SAW**
6. **Budget Information: N/A**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Copy of Nonexclusive Franchise Agreement dated December 10, 2019 and a copy of the First Amendment the Nonexclusive Franchise Agreement.**
9. **Recommended Motion: Motion to approve the First Amendment to the Nonexclusive Franchise Agreement between the City of Elko and White Cloud Communications Incorporated, amending Section 1.2 of the agreement, granting a revocable license to pull communication cable in underground conduit owned by the City of Elko and located within City Rights-of-Way.**
10. **Prepared By: Scott A. Wilkinson, Assistant City Manager**
11. **Committee/Other Agency Review: N/A**

Agenda Item V.H.

12. Council Action:

13. Agenda Distribution: **Dave Skinner**
White Cloud Communications Incorporated
633 Main Avenue East
Twin Falls, Idaho 83301
dskinner@whitecloudcom.com
P: 208.733.5470
C: 208.421.0026

**NONEXCLUSIVE FRANCHISE AGREEMENT
FOR PURPOSE OF CONVEYING DATA COMMUNICATIONS OVER, UNDER, IN,
ALONG AND ACROSS PUBLIC ROADS OF THE CITY**

Between

THE CITY OF ELKO, NEVADA

and

**WHITE CLOUD COMMUNICATIONS INCORPORATED
an Idaho Corporation**

December 10, 2019

**FRANCHISE AGREEMENT BETWEEN THE CITY OF ELKO AND LEVEL 3
COMMUNICATIONS, LLC ("GRANTEE"), A DELAWARE LIMITED LIABILITY
COMPANY**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the 10th day of December 2019 (hereinafter the "Effective Date"), by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and White Cloud Communications Incorporated, an Idaho Corporation, with offices at 633 Main Avenue East, Twin Falls, Idaho 83301 (hereinafter the "Grantee").

WITNESSETH:

WHEREAS, the Grantee desires to provide telecommunication services ("Telecommunication Services") within the City and in connection therewith to establish a telecommunication services network in, under, along, over, and across present and future rights-of-way and other property of the City, consisting of telecommunication services lines, conduit, fiber, cables, manholes, handholes, and all other necessary appurtenances ("System" or "Telecommunication Services Network");

WHEREAS, the City, in the exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Grantee a nonexclusive franchise to install, operate, repair, remove, replace, and maintain a Telecommunication Services Network in the City;

WHEREAS, the City and Grantee have negotiated an arrangement whereby the Grantee may provide its Telecommunication Services within the City pursuant to the terms and conditions outlined in this Agreement, in accordance with NRS 268.088, which provides that the City shall not impose any terms or conditions on a franchise for the provision of telecommunication service or interactive computer service other than terms or conditions concerning the placement and location of the telephone or telegraph lines and fees imposed for a business license or the franchise, right or privilege to construct, install or operate such lines; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Grantee agree as follows:

**ARTICLE I
FRANCHISE**

1.1 Franchise. Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between the City and the Grantee pursuant to which the Grantee is authorized and granted a special privilege to utilize public property in the manner and subject to the terms and conditions described herein.

1.2 Grant of Franchise. The Telecommunication Services Franchise ("Franchise") granted hereunder shall, subject to the terms and conditions of this Agreement, confer upon the Grantee the nonexclusive authorization and special privilege to install, operate, repair, maintain,

remove, upgrade, and replace its Telecommunication Services Network on, over, and under the present and future City-owned utility easements, streets, roads and public rights-of-way within the political boundaries of the City (hereinafter collectively referred to as the "City's Rights-of-Way") in order to provide Telecommunication Services.

1.3 Encroachment. Grantee shall only encroach in and on the City's Rights-of-Way and other City-owned property in accordance with this Agreement and shall independently obtain all permissions necessary to encroach on other property, to include privately-owned property within the City.

ARTICLE 2 CONSIDERATION

2.1 Franchise Fee. For and in consideration of the Franchise granted hereunder, the Grantee agrees to pay to the City 5% of Grantee's gross revenues actually collected from customers located within the corporate limits of the City (the "Franchise Fee"). Such gross revenues shall exclude: (1) long distance access charges; (2) emergency 911 fees and surcharges; (3) equipment and other non-tariffed items which may be provided to the customers; and (4) any other franchise fees, permit fees, business fees, or taxes payable by the Grantee by reason of its engaging in the business of furnishing Telecommunication Services in the City. Such payments shall be made quarterly, within sixty (60) days after the expiration of each calendar quarter or portion thereof, during which the Franchise granted hereunder is in effect. The Franchise Fee shall be calculated based on revenues, as detailed above, generated by Grantee during the applicable quarter of the calendar year. The Grantee shall not be required to provide a performance bond, deposit, or other financial security in return for the Franchise granted herein.

Nothing in this Agreement shall relieve the Grantee of the obligation to obtain such City business and other licenses and permits as are then required for the furnishing, sale or distribution of fiber optic services or otherwise conducting activities within the City; provided, however, the amount of annual gross receipts or revenues used to calculate the Franchise Fee shall be reduced by the amount of the annual business license or permit fee paid by the Grantee to the City for engaging in the business of the furnishing, sale or distribution of fiber optic services to the inhabitants of the City and if in any year the business license or permit fee shall exceed the said business license or permit fee, the Franchise Fee shall not be payable to the City for that year. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a City licensing or permitting requirement through the appropriate legal process.

2.2 Records and Reports.

The City shall have access at all reasonable hours to the Grantee's books, records, reports, contracts and bookkeeping and accounting procedures to the extent reasonably necessary to calculate or substantiate the amount of the Franchise Fee or to otherwise verify compliance with this Agreement, except as otherwise limited by any applicable privacy laws, including but not limited to 47 U.S.C. § 222. In addition to the foregoing, the Grantee shall, within thirty (30) days of the end of each year of the Term, file both an annual summary report showing gross revenues received by the Grantee from its operations in the City during the preceding twelve (12) month period and such other information as the City shall reasonably request with respect to the Grantee's

use of the public roads and other public property within the City. Notwithstanding the foregoing, the City shall maintain the confidentiality of all records and reports obtained from the Grantee pursuant to this Section 2.2, unless disclosure is required pursuant to the Nevada Public Records law or otherwise by operation of law.

2.3 Equal Treatment. City agrees that if any service forming part of the base for calculating the Franchise Fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax, if any, in the same manner and amount as specified herein, plus any other fee or tax charged in this Agreement, or waive collection of the Franchise Fee and any other fee or tax specified herein that are subject to such competition.

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal. The Franchise granted to Grantee shall be for a period of ten (10) years, commencing on the Effective Date; the foregoing period or any extension thereof is herein referred to as the "Term." At the end of the initial ten (10) year Term, the Franchise granted herein may be renewed by the Grantee upon the same terms and conditions as are contained in this Agreement for an additional five (5) year period by providing to the City's representative designated herein written notice of the Grantee's intent to renew not less than one hundred fifty (150) calendar days before the expiration of the initial ten (10) period.

3.2 Rights of Grantee Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to remove from the City's Rights-of-Way any and all of its Telecommunication Services Network, but in such event, it shall be the duty of the Grantee, immediately upon such removal, to restore the City's Rights-of-Way from which such Telecommunication Services Network was removed to as good a condition as the same was in before the removal was effected, normal wear and tear excepted.

Alternatively, upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to abandon in place any or all of its Telecommunication Services Network in its sole, reasonable discretion. Thereafter, the Grantee shall cede good title to any or all of its Telecommunication Services Network abandoned in place to the City by way of bill of sale and quit claim deed, with no express or implied warranties whatsoever, including those of merchantability, condition, quality, or fitness for a particular purpose.

ARTICLE 4 USE AND RELOCATION OF FACILITIES UPON CITY'S RIGHTS-OF-WAY

4.1 Franchise Rights to Use the Public Right-of-Way.

(a) The Grantee shall have the right to use the City's Rights-of-Way within the City to construct and maintain its Telecommunication Services Network subject to the conditions set forth in this Agreement.

(b) In addition, Grantee shall have the right to utilize any easements across private property granted to the City for public utility purposes (unless otherwise limited by the easement deed or by contract), provided the City's written permission, which shall be reasonably provided, is obtained in each case. Grantee specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use an easement or right-of-way beyond the scope of the right that the City has acquired, and Grantee's right to use such easements and rights-of-way shall be subject to any applicable third party prior or after-acquired interests.

(c) All work performed by Grantee in the City's Rights-of-Way shall be done in compliance with the City's most recent standards and specifications and in accordance with all applicable permit requirements, all of which shall not conflict with the terms and conditions of this Agreement or NRS 268.088. The Telecommunication Services Network shall further be installed, constructed and maintained in accordance with Section 8-18-3 of the Elko City Code and any applicable Federal and state laws, orders of the Nevada Public Utilities Commission, and all work performed in relation thereto shall be done in a good and workmanlike manner.

4.2 Grantee Duty to Relocate; Subordination to City Use. Whenever the City shall require the relocation or reinstallation of any of the Telecommunication Services Network of the Grantee or its successors or assigns in any of the streets, alleys, rights-of-way, above ground facilities, or public property of the City, it shall be the obligation of the Grantee, upon notice of such requirement and written demand from the City to the Grantee, and within a reasonable time thereof, but not more than ninety (90) calendar days, weather permitting, to remove and relocate or reinstall such Telecommunication Services Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Grantee shall be at no cost to the City. Notwithstanding the foregoing, the duty of the Grantee to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Nevada or the federal government to which the Grantee may be entitled for work done by Grantee pursuant to this paragraph shall be the property of the Grantee. In the event the City or a private third-party or a third-party utility has required the Grantee to relocate its Telecommunication Services Network to accommodate a private third-party or third-party utility, Grantee may pursue any and all legal and equitable means to obtain compensation from such private third-party or third-party utility.

4.3 Duty to Obtain Approval to Move Grantee's Property; Emergency. Except as otherwise provided in this Agreement, the City, without the prior written approval of the Grantee, shall not intentionally alter, remove, relocate, or otherwise interfere with any of the Grantee's Telecommunication Services Network. However, if it becomes necessary to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Telecommunication Services Network of the Grantee because of a fire, emergency posing an imminent threat of serious harm to persons or property, disaster, or imminent threat of serious harm to persons or property thereof,

these acts may be done without prior written approval of the Grantee, and the repairs thereby rendered necessary shall be made by the Grantee, without charge to the City.

4.4 Location to Minimize Interference. All lines, pipes, conduits, equipment, property, structures, handholes, manholes, and assets of the Grantee shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property, including use and occupancy by others, and shall reasonably avoid interference with the rights of owners of private property that abuts any of said streets, alleys, rights-of-way, or public property. Grantee must cooperate with City and other franchisees and users of public property, and coordinate activities and schedules to minimize public inconvenience, disruption or damages.

4.5 Requirements Applicable to Placement of Telecommunication Services Network in City's Rights-of-Way.

(a) If any portion of a sidewalk, curb, gutter, street, alley, public road, right of way or other public property shall be damaged by reason of defects in the Telecommunications Services Network that is utilized, maintained or constructed under this Franchise, or by reason of any other cause arising from the Grantee's operations, Grantee shall, at its own cost and expense, within sixty (60) days, unless delayed by abnormal weather conditions or acts of God, labor disputes or unavailability of materials, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road, right of way or other public property, or portion thereof, to as good a condition as it existed before such excavation disturbance, work or other cause of damage occurred.

(b) Subject to paragraph 4.2 above, the Grantee shall relocate, without expense to the City, and within a reasonable time, but in not less than ninety (90) calendar days after the delivery of notice from the City, all or part of the Telecommunication Services Network installed pursuant to this Franchise if and when made necessary by any change of grade, alignment or width of any public road by the City; provided, however, that this provision shall remain in effect only so long as such public road shall remain under the jurisdiction of City as a public road; further provided that the City may, if available, provide a suitable substitute rights-of-way within which Grantee may relocate its Telecommunication Services Network. Notwithstanding the foregoing, in the event the City no longer owns the public road or right-of-way in which Grantee's Telecommunication Services Network is located, all obligations of the City hereunder with respect to that public road or right-of-way shall thereupon terminate. Nothing herein shall be construed to prohibit or restrict any obligation the State or any other third party might otherwise have for the cost of relocating Grantee's Telecommunication Services Network.

(c) All of the Telecommunication Services Network of the Grantee which are installed and/or used pursuant to this Franchise shall be installed, constructed and maintained in a good and workmanlike manner and in compliance with all applicable laws and ordinances then in effect, together with the orders, rules and regulations of the Public Utilities Commission of the State of Nevada. Before the work of installing new or the upgrade of existing Telecommunication Services Network is commenced, the Grantee shall coordinate the location thereof with the City and, as an accommodation to the Grantee, the City will provide historical and other information to assist in the location of such lines and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits and other structures located in or under public roads and rights-of-way of the City;

provided, however, the City shall not be not responsible for the accuracy of any such information and Grantee shall have the sole responsibility for avoiding sewers, water pipes, conduits and other structures that are present.

(d) Grantee shall comply with all provisions of the Elko City Code, Chapter 2, Title 8, entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs" not in conflict with NRS 268.088 or any other applicable federal or state law or regulation.

4.6 Construction Standards. Prior to any construction or excavation, the Grantee shall submit plans, stamped by a registered Nevada professional engineering, depicting the locations of the proposed Telecommunication Services Network. Plans must be reasonably approved by the City and proper permits obtained prior to commencing such work. Grantee shall further supply the City, at no cost and on a yearly basis, an accurate as-built record of all Telecommunications Services Network located in the City's Rights-of-Way. The as-built records shall be submitted in an electronic AutoCAD format on the City's coordinate system, along with one (1) paper copy of the Telecommunications Services Network located in the City.

ARTICLE 5 SEVERABILITY

5. Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof.

ARTICLE 6 ACCEPTANCE BY THE GRANTEE OF FRANCHISE

6. Grantee Duty to Approve Franchise Agreement. If the Grantee has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within thirty calendar days after the effective date of the City Council's adoption of the Ordinance, the Grantee shall execute this Agreement; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 7 GENERAL PROVISIONS

7.1 Binding Agreement. The parties represent that (a) when executed by their respective representatives, this Agreement shall constitute a binding obligation of the parties; and (b) each party has complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements needed to enter into this Agreement.

7.2 Governing Law. This Agreement shall be interpreted pursuant to Nevada law.

7.3 Interpretation of Agreement. If any provision of this Agreement shall be held or declared to be void, invalid or illegal, for any reason, by any court of competent jurisdiction, such provision shall be ineffective but shall not in any way invalidate or effect any other clause, paragraph, section or part of this Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and article headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

7.4 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

7.5 Entire Agreement and Amendments. This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained or incorporated herein, save and except any ordinance or other action of the Elko City Council in furtherance hereof, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing, and signed by both Grantee and the City, and approved by the City Council if so required. This Agreement replaces and supersedes any existing contract between the City and Grantee pertaining to the subject matter hereof, to include the services described herein and the Franchise Fees associated therewith. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a City licensing or permitting requirement through the appropriate legal process.

7.6 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

7.7 Jurisdiction and Venue. Jurisdiction and venue for any disputes arising under this Agreement shall be in the United States District Court for the District of Nevada (Northern Division) or, if the Federal court lacks subject matter jurisdiction, then in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

7.8 Notices. Under this Agreement, whenever provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if the said notice is in writing and is personally served or is deposited in the mail in a properly stamped envelope to be delivered by certified mail, return receipt requested, addressed as follows:

If to the City:

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

If to Grantee:

**Attention: Dave Skinner
White Cloud Communications NV
633 Main Ave. East
Twin Falls, Idaho 83301
Office 208-733-5470
Cell 208-421-0026**

**Joseph Shelton
White Communications, Inc
633 Main Avenue East
Twin Falls, Idaho 83301
Office 208-733-5470
Cell 208-308-1234**

**Dale Lotspeich
White Cloud Communications NV
180 River Street, Suite A
Elko, Nevada 89801
Office 775-738-4055
Cell 775-340 6078**


Changes in the respective addresses to which such notices shall be directed may be made from time to time by either party. Notice of any such change in address shall be directed to the other party in writing by certified mail, return receipt requested.

7.9 Waivers. One or more waivers of any covenant, agreement or condition of default regarding provisions of this Agreement by either the City or Grantee shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce every provision.

7.10 Rights, Remedies and Benefits Cumulative. The rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits, nor of any other rights, remedies and benefits allowed by law.

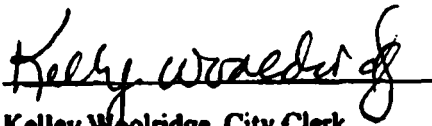
[SIGNATURE PAGE(S) FOLLOWING]

CITY OF ELKO

By: 

REECE KEENER, Mayor

ATTEST:

By: 
Kelley Woolridge, City Clerk

**WHITE CLOUD COMMUNICATIONS
INCORPORATED**

By: 

TBD

Its: CFO

12/11/19

**FIRST AMENDMENT TO NONEXCLUSIVE FRANCHISE AGREEMENT
FOR PURPOSE OF CONVEYING DATA COMMUNICATIONS OVER, UNDER, IN,
ALONG AND ACROSS PUBLIC ROADS OF THE CITY**

Between

THE CITY OF ELKO, NEVADA

and

**WHITE CLOUD COMMUNICATIONS INCORPORATED
an Idaho Corporation**

_____, 2020

**FIRST AMENDMENT TO FRANCHISE AGREEMENT BETWEEN THE CITY OF
ELKO AND WHITE CLOUD COMMUNICATIONS INCORPORATED**

THIS FIRST AMENDMENT TO THE FRANCHISE AGREEMENT (hereinafter "First Amendment") is entered into as of the ____ day of _____, 2020 by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and White Cloud Communications Incorporated, an Idaho Corporation, with offices at 633 Main Avenue East, Twin Falls, Idaho 83301(hereinafter the "Grantee").

WITNESSETH:

WHEREAS, on December 10, 2019, the City and Grantee entered into a Nonexclusive Franchise Agreement for Purpose of Conveying Data Communications Over, Under, In, Along and Across Public Roads of the City (hereinafter the "Franchise Agreement");

WHEREAS, the Franchise Agreement permits the Grantee to provide telecommunication services ("Telecommunication Services") within the City and in connection therewith to establish a telecommunication services network in, under, along, over, and across present and future rights-of-way and other property of the City, consisting of telecommunication services lines, conduit, fiber, cables, manholes, handholes, and all other necessary appurtenances ("System" or "Telecommunication Services Network");

WHEREAS, the City owns conduit buried underground in rights-of-way that is suitable for the Grantee's fiber optic cable;

WHEREAS, the Grantee desires to pull cable in the City's buried conduit in connection with the establishment and operation of its telecommunication services network without the requirement for additional licenses or permits;

WHEREAS, the City desires to grant a revocable license to the Grantee to pull fiber optic cable in the City's buried conduit so long as there is sufficient capacity;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Grantee agree as follows:

1. Section 1.2 (Grant of Franchise) of the Franchise Agreement shall be amended to read as follows:

1.2 Grant of Franchise and License. The Telecommunication Services Franchise ("Franchise") granted hereunder shall, subject to the terms and conditions of this Agreement, confer upon the Grantee the nonexclusive authorization and special privilege to install, operate, repair, maintain, remove, upgrade, and replace its Telecommunication Services Network on, over, and under the present and future City-owned utility easements, streets, roads and public right-of-way within the political boundaries of the City (hereinafter

collectively referred to as the "City's Rights-of-Way") in order to provide Telecommunication Services. As part of the foregoing franchise, the Grantee is hereby given a revocable license to pull fiber optic cable in underground conduit owned by the City within City rights-of-way, subject to the City's prior approval; provided, the foregoing license shall only be given if the conduit that has sufficient capacity; further provided, the foregoing license is revocable by the City for any reason upon ninety (90) days' prior written notice to the Grantee.

2. Except as modified by this First Amendment, the Franchise Agreement shall remain in full force and effect, and the Franchise 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 Franchise Agreement, the terms of this First Amendment shall control. Defined terms used in this First Amendment which are not defined herein shall have the meanings set forth in the Franchise 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.

CITY OF ELKO:

By: _____
REECE KEENER
MAYOR

ATTEST:

By: _____
KELLY WOOLDRIDGE
CITY CLERK

GRANTEE:

WHITE CLOUD COMMUNICATIONS
INCORPORATED

By: _____

Its: _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to advertise a request for proposals to operate the Food/Beverage Concession area at the Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Airport would like to advertise to the public proposals to operate the Food & Beverage Concession in the terminal. Any new contract will be negotiated with the successful bidder before City Council for final approval. JF**
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: **Request for Proposal Documentation for the Airport Food & Beverage Concession**
9. Recommended Motion: **Move to direct Staff to solicit bids and negotiate a contract for the Food & Beverage Concession at the Elko Regional Airport. A final Food & Beverage Concession Agreement will be brought back to the City Council for final approval.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a "turn-key" Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages Disadvantaged Business Enterprise (DBE) and Women Owned Business (WBE) participation.

Request for Proposal (RFP) and contract documents are available from the City Clerk, 1751 College Avenue, Elko, Nevada 89801, (775) 777-7126, during normal working hours or may be obtained through written request to the above address. Please also view City of Elko Bids online at:

http://www.elkocity.com/government/bidding_opportunities/index.php

Proposals must be received by Kelly Wooldridge, City Clerk City of Elko, 1751 College Avenue, Elko, Nevada 89801, **no later than 5:00 p.m., local time February 6 , 2020. Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, January 24, 2020 at the Elko Regional Airport.

Late Proposals will not be accepted.

Kelly Wooldridge, City Clerk

Publish: January 15th , 2020



REQUEST FOR PROPOSALS

FOR

FOOD/BEVERAGE CONCESSION

AT

ELKO REGIONAL AIRPORT

ELKO, NEVADA

January 15, 2020

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I. INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages DBE & WBE participation.

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Proposals must be received by Kelly Wooldridge, City Clerk, City of Elko, 1751 College Avenue, Elko, Nevada 89801, 5:00 pm, local time, February 6, 2020. **Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, January 24, 2020 at the Elko Regional Airport.

Late Proposals will not be accepted.

II. GENERAL DESCRIPTION OF PRIVILEGES

Elko Regional Airport serves the regional area of Northeastern Nevada providing service Elko County with a population 52,470. Commercial, freight, and passenger services are provided by SkyWest Airlines, and Ameriflight, LLC. Fixed-base operations provide a wide range of services including general airframe and engine maintenance and charter services, helicopter charter, flight instruction and fuel. Currently, three national car rental agencies serve the traveling public from the passenger terminal.

Elko Regional Airport includes a terminal that is over 20,000 square feet. In addition to a restaurant/bar concession, the facility includes a pay parking system, public airport WIFI, ATM, vending, and museum displays.

Approximately 1,074 square feet in the Terminal Building has been allocated to the Food/Beverage Concession. This concession will involve the right and obligation to provide food and beverage (both alcoholic, if desired and non-alcoholic) services to the public in the Terminal Building, including in-flight, Terminal, and local catering. The concession will include a restaurant and bar area. The restaurant and bar are located in the center of the terminal serves the non-secure side of the terminal. The existing vending operations will remain a function of airport administration. New vending equipment or new vending sales opportunities can be included in the proposal and can be an element of the Concessionaire agreement with the Airport should airport vending be of interest.

The City of Elko is interested in encouraging a range of qualified proposals from experienced food and beverage operators which will allow the City to select the best Proposal for the City and its Airport patrons. The City desires to allow operators of food and beverage services to identify in their proposals the best service options based on (1) their experience (previous training and demonstrated business acumen), (2) the financial investment required, and (3) the market to be served through the concession space. Qualified bidders are highly encouraged to expand food and beverage service to include patrons beyond airport customers. The City wishes proposers to submit proposals which identify the proposed menu, initial pricing, type of service and all of the particulars of delivery of service.

For the term of this Agreement CONCESSIONAIRE shall pay to CITY, a percentage fee beginning on commencement of the term and for each month thereafter. The percentage fee shall be 5% on the first \$5,000, 7½% on \$5,001 to \$10,000, and 10% on all over \$10,000 of gross receipts under this Agreement.

The term of this Concession Agreement is five (5) years.

The City will provide a common-use trash compactor or dumpsters with scheduled trash collection for the Airport tenants and concessionaires.

III. INSTRUCTIONS TO PROPOSERS

A. General

1. Any Proposal submitted as provided herein shall be subject to negotiation at option of the City. Submission of a Proposal shall obligate the Proposer to enter into a Concession Agreement with the City for the operation of the concession proposed upon in accordance with the content of the Proposal. It is specifically understood that the City can accept any Proposal in its entirety without negotiation and the Proposer shall be obligated to enter into a Concession Agreement with the City reflecting that Proposal.

2. The City shall not be obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission of a Proposal.

3. Any and all Concession Agreements arising out of Proposals submitted hereunder and negotiations that follow shall not be binding or valid against the City, its officers, employees or agents unless executed by the City and the Successful Proposer in accordance with applicable laws.

4. All proposers must apply and obtain a current business license with the City of Elko and conform to Nevada Revised Statutes Chapter 446-Food Establishments. If serving alcohol, all proposers must comply with City of Elko Liquor License.

B. Preparation of Proposals: Proposals must be submitted on the Proposal Form provided as *Exhibit "A"* in the RFP Documents.

Proposals shall be complete and free from ambiguity, without alterations or erasures. All blank spaces on the Proposal Form must be filled in, and the Proposal Form shall be properly signed in ink by the Proposer or its legally authorized officer or agent. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

C. Examination of Proposal Specifications: The submission of a Proposal shall be considered evidence that the Proposer has investigated all the conditions related to the concession as described in the RFP Documents and the Proposer is aware of the circumstances, procedures, and requirements affecting the conduct of the concession, as well as the Concession Agreement to be entered into. The attention of the Proposer is specifically directed to, and the Proposer will be conclusively presumed to have read and become familiar with all the RFP Documents. No claim for adjustment of the provisions of the Concession Agreement and specifically with regard to privilege fees and other payments required hereunder shall be honored after execution on the ground that Proposers were not fully informed as to the conditions which exist.

D. Addenda and Interpretation: No verbal interpretation made to any Proposer as to the meaning or consequence of any portion of the RFP Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in writing and delivered to the City Clerk, City of Elko, 1751 College Avenue, Elko, NV 89801. All such requests must be received at least ten (10) days before the established time for receipt of Proposals. Any response by the City to a request by a Proposer for clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to whom the RFP Documents have been issued not later than five (5) calendar days prior to the deadline for receiving Proposals. All Addenda so issued shall become part of the RFP Documents. The City will not be responsible for any oral instructions, interpretations or explanations.

E. Disqualification and Rejection of Proposal: Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of the Proposal:

1. Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.
2. Evidence of collusion among Proposers.
3. A Proposer's default or arrearage under any previous existing agreement with the City.
4. Existence of any unresolved claims between the Proposer and the City.

5. The City reserves the right to reject any and all Proposals for any reason or for no reason.

F. Informal Proposals: The City may consider non-responsive any Proposal not prepared and submitted in accordance with the provisions of the RFP Documents. Any alteration, omission, addition or any unauthorized conditions, limitations or provisions attached to a Proposal may render it non-responsive and may be sufficient cause for its rejection. The City may also consider the Proposal non-responsive and may reject it if:

1. The Proposal Form furnished herein is not used or is altered.
2. There are alternate Proposals submitted which were not called for or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
3. The privilege fees contained in the Proposal are obviously unbalanced either in excess of or below reasonable cost analysis values.
4. Any documents necessary for Proposal purposes are not complete, are improperly executed or are missing.

The City specifically reserves the right to reject any Proposal and the right to waive technicalities if such waiver is in the best interests of the City.

G. Withdrawal of Proposal: No Proposal may be withdrawn after it has been submitted to the City unless the Proposer so requests by letter or telegram and such request is received by the City prior to the last date set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.

H. Evaluation of Proposals: Each Proposal received will be fully evaluated. The determining considerations in the award of the privilege(s) will include, but not necessarily be limited to:

1. The experience and financial responsibility of the Proposer. Must provide proof and documentation of experience/financial resources to sustain opening a restaurant concession it is first 6 months of operations as one builds a customer base.
2. The type of food/beverage services (including menus) to be offered.
3. The proposed management structure and operation program.
4. The proposed investment in the space.
5. Ability or desire to provide Food delivery service and a take-out menu service

6. Advertising investment for first year startup operation

7. Ability to provide meal service twice daily for 5 days a week

I. Award of Privilege(s): The City will select the Proposal which in the City's sole judgment is deemed most advantageous to the public and the City even though such Proposal may not offer the highest direct financial return. The City reserves the right to reject any or all Proposals or to negotiate for the modification of any Proposal with its Proposer.

Proposer to whom a concession privilege is awarded shall within fifteen (15) days of the date of the receipt of the final Concession Agreement negotiated between the Proposer and the City deliver said Concession Agreement fully executed along with the evidence of insurance coverage required in the Concession Agreement. All such documents must be executed and delivered by the Proposer and approved by the City before the Concession Agreement will be executed and returned to the Proposer by the City. The City reserves the right to cancel the award without liability, any time before the Concession Agreement has been fully executed by both parties.

Failure upon the part of any Proposer to whom a concession privilege has been awarded to execute and deliver the Concession Agreement and other documents required above within fifteen (15) days after the date of written notice of award shall be just cause for cancellation of the award by the City. The award of the concession may be made to another Proposer or all Proposals rejected at the City's sole discretion.

EXHIBIT "A"

**FOOD/BEVERAGE CONCESSION PROPOSAL FORM
Elko Regional Airport, Elko, Nevada**

Please note: This form must be completed in full as a condition of the Proposal. Indicate "none" where applicable. *(One may use another sheet to answer in full. Please note See Attachment in field when referencing additional materials for a response)*

- 1. Name and Address of Proposer.**

- 2. Name, Place and Date of Incorporation (if applicable):**

- 3. Evidence that Proposer meets the minimum requirements:**
 - a. Number of years of experience in managing and operating a food and beverage service or retail establishment.**

 - b. Proposers shall provide references for the experience cited, including the name of the operation, address, contact person, telephone number.**

 - c. Evidence of ability to meet minimum financial investment and performance requirements.**

 - d. The components of the minimum financial investment and performance requirements to advertise, staff and meet business hour commitments required under the Concessionaire Agreement (minimum of 2 meal services daily, 5 days a week).**

- 4. Operation of Premises:**
 - a. Attach a description of the management structure to be used in the operation of the Concession. Charts, diagrams and descriptive materials as desirable or appropriate may be used to expand or clarify.**

 - b. Attach a description of the marketing program proposed for use in operations, with emphasis on measures designed to obtain maximum patronage. Use attachments as may be desirable.**

 - c. Attach a schedule of proposed menu items for the restaurant service proposed, including non-alcoholic and alcoholic beverages (indicating portion size,**

suggested price, and name brands). Alcoholic beverages are not required for sale if such beverages are against religious or personal beliefs of the respondent.

5. Conditions of Proposal Submitted:

Submission of this Proposal constitutes a firm offer to the City and may be accepted by the City at any time prior to ninety (90) days after deadline for submitting.

The City may, at its option, accept a Proposal as submitted. In this event, the City will notify such Proposer by certified mail. The City will, with said notice, transmit to Proposer an executed copy of the Concession Agreement containing any alternate language proposed by Proposer and accepted by the City. Proposer agrees to deliver the duly executed Concession Agreement to the City within fifteen (15) days from the date of mailing of said notice and Concession Agreement, and the certificate of insurance provided for in said Concession Agreement.

If any of the language or information in this Proposal conflicts with the language of the Concession Agreement it is agreed that the language of said Concession Agreement will govern.

6. Addenda:

The undersigned acknowledge receipt of the Addenda as listed below represents that any additions or modifications to or deletions from the terms called for in these Addenda are included in this Proposal.

Addenda # _____ Date _____

7. Acknowledgement of Proposal Required:

The submittal of this Proposal is the duly authorized official act of the Proposer and the undersigned officer of Proposer is duly authorized and designated by resolution of Proposer to execute this Proposal on behalf of and as the official act of Proposer, the day of _____, 2020.

By: _____

Title: _____

ATTESTED BY: _____

Title: _____

EXHIBIT "B"

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn upon oath, deposes and says:

Individual Only: That he is an individual doing business under the name of _____

at _____ in the City of _____ State of _____.

Partnership Only: That he is the duly authorized representative of a partnership doing business under the name of _____ in the City of _____ State of _____.

Corporation Only: That he is the duly authorized, qualified and acting _____ of, a corporation, organized and existing under the laws of the State of _____.

Partnership Only: Applicant further states that the following is a complete and accurate list of the names and addresses for the members of said partnership:

Name/Address

Corporation Only: Applicant further states that the following is a complete and accurate list of the names and addresses of the officers and directors of said corporation:

Name/Address

President

Vice President

Secretary

Treasurer

Directors

And, that the following officers are dully authorized to execute contracts on behalf of said corporation:

Applicant further states that the bid approval filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one other than representatives of its Licensor to fix the bid price of said Proposer or of any other Proposer; that all statements contained in such bid are true; that said Proposer has not, directly or indirectly, submitted his bid price or any breakdown thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof except representatives of its Licensor.

Signature _____

Title _____

SUBSCRIBED AND SWORN to me this ____ day of 2020.

Notary Public for the State of Nevada

Notary Signature: _____

NOTARY Commission expires: _____(Date)

EXHIBIT "C"

FOOD AND BEVERAGE EQUIPMENT SUPPLIED BY ELKO REGIONAL AIRPORT

QUANTITY	
1	SUPERA WARMING LIGHTS
2	KIDDE BC RATED FIRE EXTINGUISHER
1	COKE PRODUCT DISPENSER
1	ICE-OMATIC MODEL ICEU22OHA ICE MAKER
1	SUPREME METAL NSF STANDING ICE BIN
1	BEVERAGE AIR MODEL BW79-B BOTTLE COOLER
1	SUPERIOR MODEL SP60-6 2 48" SANDWICH PREP TABLE
1	AMANA MODEL RFS11B COMMERCIAL MICROWAVE
1	SUPERIOR MODEL W4-2 WELL WARMER
1	LINCOLN REDCO LETTUCE SLICER
1	EMPLOYEE BULLETIN BOARD
1	6 FT STAINLESS HARWOOD PREP TABLE
7	RESTAURANT TABLES
36	RESTAURANT CHAIRS
8	RESTAURANT BAR STOOLS
2	HOODMART 26.5 INCH WIDE VENTLESS PORTABLE HOOD
1	ADMIRAL CRAFT DF 6L/2 22" DOUBLE COUNTERTOP FRYER
1	ADVANCE TABCO MODEL TT-304-X 48" X 30" STAINLESS TABLE
1	EURODIB MODEL HBS-250L 10 INCH LIGHT DUTY MEAT SLICER
1	ADMIRAL CRAFT MODEL GRID24 24 INCH GRIDDLE
1	WARING MODEL CTS1000 COMMERCIAL CONVEYOR TOASTER
1	WARING MODEL WCO500X 23 INCH HEAVY DUTY CONVECTION OVEN
1	BENCHMARK USA MODEL 60048 HOT DOG STEAMER
1	ADVANCE TABCO MODEL TT-240-X 30" X 24" STAINLESS TABLE
2	FOCUS FOODSERVICE MODEL FMK1836694CH 36 INCH MOBILE FOOD STORATE RACK
1	DISPENSE-RITE WR-CT-4 4 SECTION BEVERAGE CUP DISPENSING RACK
1	DISPENSE-RITE FML-4 4 COMPARTMENT BEVERAGE LID DISPENSER
2	DURABLE PLASTIC TRASH CANS
1	NEW PORTABLE MOP BUCKET AND NEW MOP
1	INTERNATIONAL MODEL MKRBD2432 MENU BOARD WITH EASEL
1	INTERNATIONAL THP 2 STATION COFFEE POT WARMER
1	BOARD DUDES GLASS DRY ERASE BOARD 4 FT BY 3 FT MENU
1	Update International (APB-1424FD) - 4 Tray Display Case
1	Marquee Signage on Mountain City Hwy (NV225) Name of Restaurant

EXHIBIT "D" (Cont.)
FOOD AND BEVERAGE EQUIPMENT **NOT** SUPPLIED BY ELKO REGIONAL
AIRPORT

QUANTITY	
1	COMMERCIAL GRADE REFRIGERATOR
1	COMMERCIAL GRADE FREEZER

EXHIBIT "D"
AIRPORT FOOD & BEVERAGE PHOTOS



EXHIBIT "E"
SERVICES SUPPLIED BY AIRPORT UNDER CONCESSIONAIRE AGREEMENT

1. All utilities including water, sewer, trash (solid waste only), electricity, and natural gas, Concession only Internet Service, free WIFI for customers, Satellite TV subscription.
2. Hull insurance (building and capital equipment listed in Exhibit "E")
3. Insect and rodent pest control in restaurant areas on continual basis
4. Annual maintenance of ventless hood per operating manual
5. All repair costs associated with items in listed Exhibit "E" and repairs to plumbing, HVAC, power, and gas service to the restaurant concession area
6. Annual Fire Extinguisher and Fire Suppression Service per Elko City Building Code
7. Building Code Compliance and Fire Marshal Compliance as directed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and consideration to initiate the purchase of the former Great Basin Surgical Center, located at 855 Golf Course Road, for the purpose of future City of Elko office space, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Currently, Elko City Hall and the adjacent annex buildings are at capacity. Additional office space and document storage areas are needed to accommodate current (and future) staffing levels.**

The former Great Basin Surgical Center, located at 855 Golf Course Road, is currently listed for sale at \$850,000. The facility was purpose built in 1997 and is approximately 9,000 square feet.

Recently, it was communicated to City Staff that the owners would be willing to sell the facility to the City of Elko for \$450,000. City Staff has toured the facility and believes it could accommodate the entire Community Development function of the City (Building, Planning, Engineering, and Utilities), as well as accommodate possible non-profit leases (i.e., Nevada Health Centers). Significant renovations and tenant improvements would be required to convert the building from a medical facility to a general office facility. Although renovations could be phased over time, preliminary estimates exceed \$500,000.

Additionally, parking is not included in the parcel and is currently owned by Nevada Health Centers. If the City wishes to initiate the purchase, Staff recommends negotiating a transfer of the parking lot in exchange for excess, leasable office space within the facility.

The City of Elko's Ad Valorem Capital Projects Fund can be used for the purchase of property and/or the renovation of facilities. As of June 30, 2019, the balance of the fund was \$1,331,089 (audited). CC

6. Budget Information:

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

Agenda Item V.J.

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, discussion, and consideration of amending City of Elko Telecommunications Franchise Fees pursuant to Elko City Code Title 8, Chapter 12, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **In conjunction with the Governor's Office of Science, Innovation, and Technology (OSIT), the City of Elko has been actively involved in regional broadband development efforts. As a result, existing City of Elko Telecommunications Franchise Fees have been identified as a potential barrier to future broadband development within the community.**

Telecommunications Franchise Fees are currently 2% of gross revenue, and generate approximately \$100,000 per year. While a reduction or suspension in the Franchise Fee will reduce annual revenue to the City, the economic development impact from a large broadband buildout would most likely offset most, if not all of the loss in revenue.

City Staff is requesting direction regarding the amendment (and duration) of existing fees. Any fee amendments must be brought back to the City Council and approved through resolution. CC
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No 1-20, Resolution and Order providing for the Elko City General Election to be held November 3, 2020 and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **The Elko City Council will have two Councilmember positions available for the election to be held November 3, 2020. The City Election shall be governed by and conducted in accordance with the Elko City Charter, Title 1 Chapter 5 of the Elko City Code, and all applicable laws of Nevada. KW**
6. Budget Information:

Appropriation Required:
Budget amount available: **\$10,000.00**
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 1-20 and 2020 Election Calendar**
9. Recommended Motion: **Adopt Resolution No. 1-20**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Upon introduction by _____ seconded by _____ the following Resolution and Order was passed and adopted:

**CITY OF ELKO
RESOLUTION # 01-20**

**PROCLAMATION OF THE
ELKO CITY GENERAL ELECTION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elko, Nevada, pursuant to Article V of the Charter of the City of Elko, State of Nevada, and Title 1, Chapter 5 of the Elko City Code, and the election laws of the State of Nevada, by its resolution passed, adopted, signed and approved on the 14th day of January, 2020, has ordered a general election for the City of Elko, as follows:

1. A general City election shall be held in the City of Elko, Nevada, on Tuesday, the 3rd day of November, 2020, for the election at-large by the qualified voters for two (2) Councilmember positions on the City Council for the City of Elko, who shall hold office for a period of four (4) years and until their respective successors shall have been elected and qualified.

2. The Elko City Precincts and Polling Places within the City of Elko for such election shall be as follows:

PRECINCT NO. 1: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 2: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 3: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 4: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 5: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 6: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 7: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 8: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 9: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 10: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 11: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 14: At the **ELKO CONVENTION CENTER**, 700 Moren Way;

3. Said polling place shall be open at 7:00 o'clock a.m. and close at 7:00 o'clock p.m. on the 3rd day of November, 2020, unless polling times are changed by Nevada law, in which event the polls shall open and close in accordance with such Nevada law. Absentee ballots must be requested by October 20, 2020 and returned postmarked by November 3, 2020. They can be requested through the Elko County Clerk's office, Elko County Courthouse, Elko, NV.

RESOLUTION (Cont'd)

4. In-Person and Mail Registration for this election shall close at 7:00 o'clock p.m. on October 6, 2020. Online registration through the Nevada Secretary of State at www.registertovotenv.gov closes October 29, 2020. Qualified persons residing within the exterior boundaries of the City of Elko, Nevada may register in person for this election at either the Elko City Clerk's Office, Elko City Hall, Elko, Nevada, or the Elko County Clerk's Office, Elko County Courthouse, Elko, Nevada according to the law, prior to such close of registration. Same day registration is available on November 3, 2020 at the polling place, 700 Moren Way, Elko, NV. 89801.

5. Each of the officers elected by the popular vote shall qualify as required by the Charter of the City of Elko and the Constitution and laws of the State of Nevada, and enter upon the discharge of their respective duties on the first Monday in January next following the election, and failing to do so within said time, such office shall be and become vacant. To qualify, each candidate shall be:

- (a) A bona fide resident of the City of Elko for at least two (2) years prior to election.
- (b) A qualified elector within the City.
- (c) The candidate must actually, as opposed to constructively, reside in the City of Elko at least 30 days immediately preceding the date of the close of filing of declarations of candidacy for this office.

6. All persons interested in becoming a candidate for office in this election must file their Declaration of Candidacy and pay their \$50.00 filing fee at the Elko City Clerk's Office no earlier than 8:00 o'clock a.m. on Monday, the 2nd day of March 2020 and not later than 5:00 o'clock p.m. on Friday, the 13th day of March, 2020.

7. Any registered voter who by reason of physical disability or inability to read or write English or who is unable to read election material or mark a ballot or use any voting device may be assisted by a person of the voter's own choice, with exceptions as set forth in N.R.S. 293C.282.

IN WITNESS WHEREOF, the Mayor of the City of Elko has made this Proclamation pursuant to the Elko City Charter and the order of the City Council of the City of Elko, this 14th day of January, 2020.

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE
Elko City Clerk

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Publish: January 17, January 24, January 31, & February 7, 2020

Post: January 15, 2020

**City of Elko
2020 Election Calendar
Action Schedule**

January 13	Monday	Send Proclamation to Elko Daily Free Press (Publish January 17,24, 31 & Feb 8) CONFIRM PUBLICATION: Jan 17 <input type="checkbox"/> Jan 24 <input type="checkbox"/> Jan 31 <input type="checkbox"/> Feb 7 <input type="checkbox"/>
January 13	Monday	Send Declaration of Candidacy to File to Free Press (Publish Jan 17,24,31 & Feb 7) NRS 293.177 & CC 1-5-12 CONFIRM PUBLICATION: Jan 17 <input type="checkbox"/> Jan 24 <input type="checkbox"/> Jan 31 <input type="checkbox"/> Feb 7 <input type="checkbox"/>
January 14	Tuesday	Adopt Resolution at City Council Meeting (Elko City Code 1-5-12 & NAC 293C.060)
January 15	Wednesday	Post Resolution & Declaration of Candidacy (Post Jan 15 – November 3)
January 31	Wednesday	Notify County Clerk that we will be open for Late Registration for the General Election Only – Ask her to publish in the paper with her notice.
February 12	Weds.	Make Declaration of Candidacy Booklets
March 2	Monday	First Day to File for Candidacy NRS 293C.195 & CC 1-5-4
March 13	Friday	Last Day to File for Candidacy CC 1-5-4
March 24	Tuesday	Last Day a Candidate May Withdraw Candidacy. NRS 293.202
March 31	Tuesday	Last Day a Challenge of Qualification of a Candidate May be Filed NRS 293.182(1), NRS 293.1275
March 31	Tuesday	Send Certified List of Candidates to Secretary of State and County Clerk NRS 293.187(b) NAC 293.050(1) Post Certified List March 31 – November 3 th
July 20	Monday	Last Day to Submit Questions to the County Clerk for the Ballot. NRS 293.481(1)(a)

July	Monday	Security Plan for Early Voting to Secretary of State NRS 293C.3594 – COUNTY DOES THIS
September 21	Monday	Send Publication of Candidates to Elko Daily Free Press (Publish September 25 & October 2) NRS 293C.187 CONFIRM PUBLICATION: September 25 <input type="checkbox"/> Oct 2 <input type="checkbox"/>
October 5-6	Tues/Weds	City Hall open until 7 p.m. for voter registration NRS 293.560(3)(a)
October 6	Tuesday	Last Day to Register to Vote by Mail and in person (Must be postmarked by this date) NRS 293.560
October 7-29		On – line registration
October 20		Last Day to RECEIVE WRITTEN ballot requests.
October 29	Wednesday-Thursday	Last Day to Register to Vote ONLY through SOS Website
Oct 17 - 30		Early Voting NRS 293.3568
October 20	Tuesday	Last Day to request Absent Ballot NRS 293.315
November 3	Tuesday	Election Day – Polls Open 7 a.m. – 7 p.m. Post Results on Door & Website
November 10	Tuesday	Canvass Votes at City Council Meeting
November 11	Wednesday	Certification of Election to Secretary of State
November 11	Wednesday	Post Results on Website
November 11	Wednesday	Send Certification of Election to new Councilmen
November	Friday	Last Day for Demand for Recounting
		REPORTS DUE
March 23, 2020	Monday	Candidate Financial Disclosure Due
April 15	Wednesday	Campaign Contribution Report #1 Due
July 15	Wednesday	Campaign Contribution Report #2 Due
October 15	Wednesday	Campaign Contribution Report #3 Due
January 15	Friday	Campaign Contribution Report #4 Due
January 15	Friday	Campaign Contribution Report #5 Due

January 15,	Tuesday	Financial Disclosure Statement Due

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 2-20, a resolution amending various fees related to Ruby View Golf Course pursuant to Elko City Code, Title 8, Chapter 13, Section 3 and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 20, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **The Golf Course Financial Advisory Committee took action to recommend amending various fees at Ruby View Golf Course on December 16, 2019. A draft resolution has been included in the agenda packet for review. JW**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A draft copy of Resolution No. 2-20**
9. Recommended Motion: **Adopt Resolution No. 2-20 amending fees charged for Ruby View Golf Course.**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Upon introduction and motion by _____ and seconded by _____, the following Resolution and Order was duly passed and adopted:

**CITY OF ELKO
RESOLUTION No. 02-20**

**A Resolution Amending Golf Fees at the Ruby View Golf Course
Pursuant to Elko City Code Title 8, Chapter 13, Section 3**

WHEREAS, the City of Elko owns and operates the Ruby View Golf Course; and,

WHEREAS, it has been determined by the Elko City Council that the operation and maintenance of the Ruby View Golf Course shall be paid by user fees where possible.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Elko City Council that the following fees be set for the Ruby View Golf Course as follows:

Greens Fees - Weekend (Saturday, Sunday and Holidays)

	<u>Old Rate</u>	<u>New Rate</u>
9 Holes (before 3:00 p.m.)	\$ 25.00	No Change
9 Holes (after 3:00 p.m.)	\$ 22.00	No Change
18 Holes	<u>\$ 39.00</u>	<u>\$ 43.00</u>
Conversion 9 to 18 holes	\$ 21.00	No Change

Junior Weekend Rates (Saturday, Sunday and Holidays)

Same as Junior Weekday Rates (Monday – Friday)

Greens Fees - Weekday (Monday - Friday)

9 Holes	\$ 22.00	No Change
Conversion 9 to 18 holes	\$ 17.00	No Change
9 Holes Senior (65 years +)	\$ 17.00	No Change
Conversion 9 to 18 holes	\$ 12.00	No Change
9 Holes Junior (through 18 years)	\$ 13.00	No Change
Conversion 9 to 18 holes	\$ 8.00	No Change
18 Holes	<u>\$ 33.00</u>	<u>\$ 36.00</u>
18 Holes Senior (65 years +)	<u>\$ 23.00</u>	<u>\$ 26.00</u>
18 Holes Junior (through 18 years)	\$ 16.00	No Change

Active Military Rates Weekday (Monday – Friday)

Same as Senior Rates

Employee Restricted Pass

\$ 150.00 No Change

Season Passes

	<u>Old Rate</u>	<u>New Rate</u>
Single	<u>\$ 700.00</u>	<u>\$ 725.00</u>
Senior Single (65 years +)	<u>\$ 575.00</u>	<u>\$ 600.00</u>
<u>Active Military</u>	<u>\$ 575.00</u>	<u>\$ 600.00</u>

Young Adult (19 through 20)

\$ 275.00 No Change

Junior (through 18 years)

\$ 100.00 No Change

Punch Card

12 -9 hole rounds

<u>Old Rate</u>	<u>New Rate</u>
\$ 212.00	No Change

Punch Cards valid March 1 – October 31

Golf Cart Rentals

	<u>Old Rate</u>	<u>New Rate</u>
9 Holes	\$11.00/rider	No Change
18 Holes	\$16.00/rider	No Change
Conversion from 9 to 18 holes	<u>\$10.00/rider</u>	<u>\$ 6.00/rider</u>

Employee Restricted Golf Cart Rental (50% of Regular Rate)

	<u>Old Rate</u>	<u>New Rate</u>
18 Holes	\$ 8.00	No Change
9 Holes	\$ 5.50	No Change

<u>Golf Cart Storage</u>	<u>Old Rate/Inside</u>	<u>Old Rate/Outside</u>	<u>New Rate/Inside</u>	<u>New Rate/Outside</u>
Annual Rent - Electric	\$ 630.00	\$ 205.00	No Change	No Change
Annual Rent - Gas	\$ 580.00	\$ 180.00	No Change	No Change

A discount of \$300.00 (applicable for inside storage only) shall be provided for season pass holders (Limit of one season pass discount per space) Punch card purchases do not qualify as season passes for cart storage discount.

Trail Fees

	<u>Old Rate</u>	<u>New Rate</u>
Annual Fee Paid by Golf Cart Owner	\$ 210.00	No Change
Daily Trail Fee Paid by Daily User	\$ 20.00	No Change
(This fee cannot be pro-rated)		

NOW THEREFORE BE IT ALSO RESOLVED AND ORDERED that this resolution become effective on April 1, 2020.

Passed and adopted this day of , 2020.

CITY OF ELKO

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 114-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Greg Chavez, Emily Andersen, Alberto Parra, Cory Vorwaller, and Sydnie Chavez, DBA The Stage Door Elko, LLC., located at 303 3rd Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
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 114-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Greg Chavez, Emily Andersen, Alberto Parra, Cory Vorwaller, and Sydnie Chavez, DBA The Stage Door Elko, LLC., located at 303 3rd Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Greg & Sydnie Chavez
3117 Clover Hills Circle
Elko, NV 89801
gregchavez5@gmail.com
svdnie_2000@hotmail.com**

**Emily Andersen & Cory Vorwaller
149 Elm Street
Elko, NV 89801
thestagedoorelko@gmail.com
coryjohnvorwaller@gmail.com**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Mr. Steve Elliot for reimbursement of water damage related expenses due to a water leak on Mr. Elliot's property, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **PETITION, APPEAL, AND COMMUNICATIONS**
4. Time Required: **10 Minutes**
5. Background Information: **On September 12, 2019, Mr. Steven Elliot filed a claim with the City Clerk regarding a water leak that occurred on his property on August 9, 2019, causing damage to his basement. A leak occurred between the city main and the City shutoff for Mr. Elliot's residence. There was no visible evidence of a leak on Mr. Elliot's property other than water entering his residence. Water Department staff investigated the leak, performed pressure tests on the home and isolated the customer's valve. Staff found there was no leak between the city shut off valve and residence. With no visible signs of water coming to the surface, City Ctaff started digging on Mr. Elliot's property between the city isolation valve and the city main in order to prevent further damage to Mr. Elliot's residence. A leak was discovered in Mr. Elliot's yard prior to the city isolation valve. City staff repaired the service line and replaced the meter pit. The claim was filed with Alternative Service Concept, the City's third party insurance administrator. This claim was denied by ASC on October 24, 2019 stating, "Based on our investigation of the facts we have determined the Elko City is not negligent and is therefore not liable for any damages resulting from this water leak." Mr. Elliot requested to bring this claim to City Council on December 27, 2019.**
6. Budget Information: **Total Claim Amount is \$3279.67**

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Claim and Correspondence**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mr. Steven Elliot
(775) 934-2080**

Dale Johnson / Utilities Director:

This letter is for reconsideration of my water loss claim on 8/9/19. I am asking the City Council for Reimbursement at this time. If I need to I will go before the Council whenever the claim is put on the agenda.

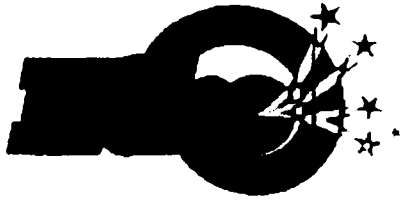
Attached are copies of the claim and the rejection letter from the Claims Administrator

Thanks,

Steve Elliott

775-934-2080





**City of Elko
Water/Sewer Dept.**

1751 College Avenue
Elko, NV 89801
(775) 777-7375 (775) 777-7379 Fax

Dean Cernick
9/16/2019

This is a statement concerning a water leak at 3457 Valley Ridge Ave.
I had sent two crewmembers up to check a leak at that address. They did a pressure check and confirmed that the leak was on the city side. They sucked the water in the pit down to find the leak but could not find anything. The crew decided to leave the pit alone for a while to see if it would fill back up. They checked it Friday night and fixed it on Saturday morning.

Dean Cernick

**CITY OF ELKO
INCIDENT STATEMENT**

CLAIM#

Page # of Pages

CLAIMANT NAME (Last, First, Middle):

Elliott Steven Michael

STREET ADDRESS:

3457 Valley Ridge Ave.

CITY:

Elko

STATE:

NV

ZIP:

89801

HOME PHONE#:

775-934-2080

WORK PHONE #:

STATEMENT TYPE:

☒ Written

☐ Verbal

POLICE REPORT FILED:

☐ NO

☐ YES

INJURY:

☐ Yes ☒ No

If YES, explain:

MEDICAL
TREATMENT:

☐ Hospitalized

☐ Treated / Released

☐ Refused Treatment

☐ Not Treated

TRANSPORTED
BY:

☐ Private Vehicle

☐ Police Vehicle

☐ Ambulance

☐ Other

LOCATION OF INCIDENT:

3457 Valley Ridge Ave.

DATE / TIME:

8/9/19 7:45 am

BRIEF DESCRIPTION OF LOSS INCURRED:

See attached.

Received by _____ Date _____ Time _____

From _____

Please submit completed form to:

City Clerk, 1751 College Avenue, Elko, Nevada 89801

(775) 777-7126

(775) 777-7129 (fax)

cityclerk@elkocitynv.gov

WRITTEN STATEMENT

CLAIM #:

NAME: (Last, First, Middle):

Page# ____ of ____ Pages

Elliott Steven Michael

Describe in detail what happened, when it happened, how it happened, and why it happened:
(Please submit pictures of loss/damage)

SIGNATURE:

Steve Elliott

DATE/TIME:

9/12/19

11:45 AM

Claim: 8/9/2019

I am filing this claim for water damages that occurred 8/9/2019. My wife called me at work at 7:45am. She told me we had water coming in the basement. I left work to come home to try to find the leak. I looked to see if anywhere that the sprinkler system was leaking, no visible leaks. I removed drywall to see where the water was coming in at. I could not find anywhere visible from where it was leaking. I shut off the main valve in the basement and it was still coming in and flowing more. I went out to the main shut off and the pipe had water in it. I called the City Water Department and told them there may be a problem. They came right over and we did some isolation tests. They came back at 1:30 pm and did a pressure test on the house with the sprinkler system turned off. They said it may be on their side of the main valve. They came back and retested with the sprinkler system on. There was no drop in pressure in the house. They determined it was on their side of the main valve. They said we would be moved to the front of the list to be repaired at 7 am on 8/10/2019. They left the water on because turning it off would not have stopped the flow coming into the house. We had water coming into the house for approximately 24 hrs. I am filed this claim for the repairs and lost wages.

- 1. Cunningham Carpet Cleaning - \$95.00**
- 2. Desert Design - \$1097.85**
- 3. Home Depot - \$184.62**
- 4. Drywall labor \$ 400.00 estimate**
- 5. Gayel Elliott - Lost wages - 4 hrs. @ \$20.65 = \$82.60**
- 6. Steve Elliott - Lost wages - 15 hrs. @ \$37.32 = \$559.80**

Overtime wages - 10 hrs. @ \$55.98 = \$559.80

Bonus wages - 15 hrs. @ \$10.00 = \$150.00

Overtime Bonus wages - 10 hrs. @ \$15.00 = \$150.00

Total Wages - \$1502.20

Total Repairs - \$1777.47

Total Claim - \$3279.67

Steve and Gayel Elliott

3457 Valley Ridge Ave.

Elko, NV 89801

Ph. 775-934-2080

Ph. 775-934-6777



October 24, 2019

Steven Michael Elliott
3457 Valley Ridge Avenue
Elko, NV 89801

RE: Claim #: P243-19-06441-01
Our Insured: Elko City of
Loss Date: August 9, 2019

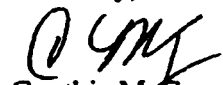
Dear Mr. Elliott:

As you are aware Alternative Service Concepts is the third-party administrator of claims for the Nevada Public Agency Insurance Pool (NPAIP) of which Elko City of is a member.

We have had the opportunity to review the information relating to the leak in the water line that occurred on August 09, 2019. Elko City of responded within a reasonable amount of time once they received notice of the water entry. Based on our investigation of the facts we have determined that Elko City of is not negligent and is therefore not liable for any damages resulting from this water leak. This letter is meant as formal notification of denial of your claim against Elko City of. We find that the proximate cause of the loss was not foreseeable in that Elko City of did not have any prior notice of any prior problems with the water line. Elko City of has statutory immunity under NRS 41.033, a copy of which is attached for your review.

Please note that pursuant to the Nevada Revised Statutes, you have 3 years from the date of loss to protect the Statute of Limitations on property damage claims. If you have any further questions or concerns, please contact our office. We sincerely apologize for any inconvenience to you as a result of this incident.

Sincerely,



Cynthia McGraw
Senior Claims Administrator
Alternative Service Concepts, LLC

Encl: Copy of NRS 41.033

639 Isbell Road, #390, Reno, NV 89509
Phone: (702) 478-6952 Facsimile: (725) 201-6625
E-mail: cynthia.mcgraw@ascrisk.com

Claim: 8/9/2019

I am filing this claim for water damages that occurred 8/9/2019. My wife called me at work at 7:45am. She told me we had water coming in the basement. I left work to come home to try to find the leak. I looked to see if anywhere that the sprinkler system was leaking, no visible leaks. I removed drywall to see where the water was coming in at. I could not find anywhere visible from where it was leaking. I shut off the main valve in the basement and it was still coming in and flowing more. I went out to the main shut off and the pipe had water in it. I called the City Water Department and told them there may be a problem. They came right over and we did some isolation tests. They came back at 1:30 pm and did a pressure test on the house with the sprinkler system turned off. They said it may be on their side of the main valve. They came back and retested with the sprinkler system on. There was no drop in pressure in the house. They determined it was on their side of the main valve. They said we would be moved to the front of the list to be repaired at 7 am on 8/10/2019. They left the water on because turning it off would not have stopped the flow coming into the house. We had water coming into the house for approximately 24 hrs. I am filed this claim for the repairs and lost wages.

- 1. Cunningham Carpet Cleaning - \$95.00**
- 2. Desert Design - \$1097.85**
- 3. Home Depot - \$184.62**
- 4. Drywall labor \$ 400.00 estimate**
- 5. Gayel Elliott - Lost wages - 4 hrs. @ \$20.65 = \$82.60**
- 6. Steve Elliott - Lost wages - 15 hrs. @ \$37.32 = \$559.80**

Overtime wages - 10 hrs. @ \$55.98 = \$559.80

Bonus wages - 15 hrs. @ \$10.00 = \$150.00

Overtime Bonus wages - 10 hrs. @ \$15.00 = \$150.00

Total Wages - \$1502.20

Total Repairs - \$1777.47

Total Claim - \$3279.67

**QUOTE**

Store 3320 ELKO
2955 MOUNTAIN CITY HWY
ELKO, NV 89801

Phone: (775) 738-0455
Salesperson: KXA1170
Reviewer: KXA1170

Page 1 of 1

No. H3320-53796**QUOTE**

2019-08-22 10:34

Prices Valid Thru: 08/29/2019

SOLD TO	Name ELLIOTT STEVEN		Phone 1 (775) 934-2080	
	Address 3457 VALLEY RIDGE AVE		Phone 2	
	Company Name			
	City ELKO	Job Description city water		
	State NV	Zip 89801	County ELKO	

**CARRY OUT
MERCHANDISE****MERCHANDISE AND SERVICE SUMMARY**

We reserve the right to limit the quantities of merchandise sold to customers

REF # W06 SKU # 0000-515-554 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	0000-893-749	3.00	EA	1/2"X4'X8' USG ULTRALIGHT DRYWALL /	A	Y	\$12.33	\$36.99
R02	0000-911-252	3.00	RL	R15 KRAFTFACED 15' MINI ROLL 30 SQFT /	A	Y	\$19.15	\$57.45
R03	0000-430-684	1.00	EA	500FT JOINT TAPE - EACH /	A	Y	\$3.98	\$3.98
R04	0000-258-725	1.00	EA	5 GAL ALL PURPOSE JOINT COMPOUND /	A	Y	\$13.98	\$13.98
R05	0000-748-145	1.00	EA	10'X100' 6MIL BLACK POLY SHEETING /	A	Y	\$59.98	\$59.98
MERCHANDISE TOTAL:								\$172.38
END OF CARRY OUT MERCHANDISE - REF #W06								

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

ORDER TOTAL	\$172.38
SALES TAX	\$12.24
TOTAL	\$184.62
BALANCE DUE	\$184.62

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

END OF ORDER No. H3320-53796

DESERT DESIGN
220 IDAHO ST.
ELKO, NV 89801
Telephone: 775-777-3705 Fax: 775-777-7974

Page 1

ES903461

QUOTE

Sold To	Ship To
ELLIOTT, STEVE & GAYEL 3457 VALLEY RIDGE ELKO, NV 89801	

Quote Date	Main/Home	PO Number	Quote Number
08/16/19			ES903461

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
	WINNER'S CIRCLE III - 12'	TO BE DETERMINED	177.00	SF	3.55	628.35
	Carpet for Laundry Room					
BZ0380	COMFORT AIRE 1/2" 20 SY/180 SF	COMFORT AIRE	180.00	SF	0.73	131.40
	ROLL					
	Upgraded pad					
	INSTALL CARPET MINIMUM		1.00	EA	180.00	180.00
	Minimum to install carpet in laundry room					
	MINIUM SHIPPING FOR CARPET		1.00	EA	95.00	95.00
	UNDER 35 FT.					
	Minimum carpet shipping					
FUTCM501MF	4" Z-BAR	4" Z-BAR	2.00	EA	1.78	3.56
	Transition from carpet to concrete in washer/dryer closet					
	INSTALL METAL		6.00	LF	0.89	5.34
	Install transition					

Customer has removed and disposed of carpet and pad. Customer will move all furniture and personal items

**NV Lic. #0065908, 0065911, 0065914, 0076066 ** A 25% minimum re-stock fee will be applied to all materials ordered, if order is cancelled. Shipping may also apply.

08/16/19

9:40AM

Sales Representative(s):
PAMELA COMPTON

Customer is responsible for removing all furniture, appliances, and personal belongings unless specified above. Desert Design is not responsible for reconnecting water or gas lines. Quotes are only good for 30 days.

Subtotal: 1,043.65
Sales Tax: 54.20
Misc. Tax: 0.00

QUOTE TOTAL: \$1,097.85

Cunningham Carpet Cleaning, LLC

www.cunninghamnevada.com

525 Water Street

Elko, NV 89801

(775) 777-2220 PH

(775) 778-9378 FX

Work Order

Order No: 25128

Appt. Time: 9:00 AM

Date: 8/13/2019

Carpet & Upholstery Cleaning

Pet Stain & Odor

Disaster Clean - Up

Water - Fire & Sewer

Indoor Allergy Specialists

Duct & Furnace Cleaning

Pollen, Pet Dander, Mold, Dust

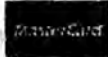
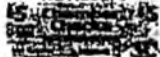
We Now Sell Hepa Air Filters

Customer Info	Service Location
Name: Elliott, Steve	3457 Valley Ridge
Phone: (775) 934-2080	
3457 Valley Ridge	ELKO, NV 89801
ELKO, NV 89801	

QTY	Description	PRICE	AMOUNT
1	Inspection Fee - Inspection request designated by customer		95.-
	Water in basement from broken city main. Customer has removed sheet rock and carpet		
	Has a floor drain in basement		
	Moisture Found on South & West Wall in Downstairs Closet. Advised Detachable Insulation Removal 18" High.		

All payments are due upon time of services rendered. Customer agrees to pay a service charge of 24% per annum of all un-paid balance. There is a \$35.00 Fee for all returned checks. We now accept Credit Cards and Chamber Checks

WE ACCEPT



Donnie Cunningham

Work Performed By

Date:

Authorization Signature

Date:

SUBTOTAL	
TAX	
TOTAL	
ADDITIONAL	
GRAND TOTAL	95.-
PAYMENT AMT	95
PAYMENT TYPE	CC
REF. NO.	
BALANCE DUE	

The Most Outstanding Service Experience Ever

100 % Money Back Guarantee

Thank you for your business

Estimates are good for 60 days

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 28-19, a resolution and order vacating a portion of Front Street Rights-of-Way approximately 1,926 sq. ft. abutting APN 001-422-002, which is located within the City of Elko, Nevada, to the abutting property owner Ellison Properties, filed and processed as Vacation No. 12-19, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Council accepted a petition for the subject vacation at its regular meeting of October 22, 2019, 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 meeting December 3, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 12-19 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. 28-19, 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: **John Ellison
P.O. Box 683
Elko, NV 89803
john@ellisonelko.com**

**CITY OF ELKO
RESOLUTION NO. 28-19**

**A RESOLUTION AND ORDER VACATING A PORTION OF THE FRONT STREET
RIGHT-OF-WAY APPROXIMATELY 1,959 SQUARE FEET IN AREA AND
ADJACENT TO APN 001-422-002, ALL OF WHICH IS LOCATED WITHIN THE CITY
OF ELKO, NEVADA, TO THE ABUTTING PROPERTY OWNER, ELLISON
PROPERTIES, LLC.**

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 22, 2019, 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 December 3, 2019, 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 a portion of the Front Street right-of-way 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 14, 2020, 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 portion of the Front Street right-of-way approximately 1,959 square feet situate in the City of Elko, Nevada, located generally along the northwest property line of APN 001-343-007 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 portion of the Front Street right-of-way 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. A water line utility easement for the existing water line in the area to be vacated must be approved by the City and recorded.**

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 Front Street right-of-way located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **Ellison Properties, LLC, a Nevada Domestic Limited-Liability Company**, 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 portion of the Front Street right-of-way 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:

RECEIVED

NOV 12 2019

EXHIBIT (A)

**LEGAL DESCRIPTION, showing a
1926 Sq. Ft. portion of Front Street to be
VACATED by the CITY OF ELKO**

A portion of that Public Right of Way, known as Front Street, lying in the SE ¼ SE 1/4 , Section 15, T.34 N. R.,55 E., adjacent to Lot 1, Block H, of the Biegler Addition, City of Elko, Elko County, Nevada being more particularly described as follows:

BEGINNING At the Southwest corner of said lot 1 of Block H,

THENCE NORTH 48° 20' 51" WEST, A DISTANCE OF 10.32 FEET;

THENCE NORTH 41° 59' 57" EAST, A DISTANCE OF 64.08 FEET TO THE BEGINNING OF A NON-TANGENT, 50.08 FEET RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 69.11 FEET (CHORD BEARING OF NORTH 1° 19' 40" EAST, FOR 63.75 FEET);

THENCE NORTH 34° 28' 19" EAST, A DISTANCE OF 1.85 FEET;

THENCE SOUTH 55° 28' 19" EAST, A DISTANCE OF 52.56 FEET;

THENCE SOUTH 41° 56' 41" WEST, A DISTANCE OF 120.81 FEET TO THE POINT OF BEGINNING,

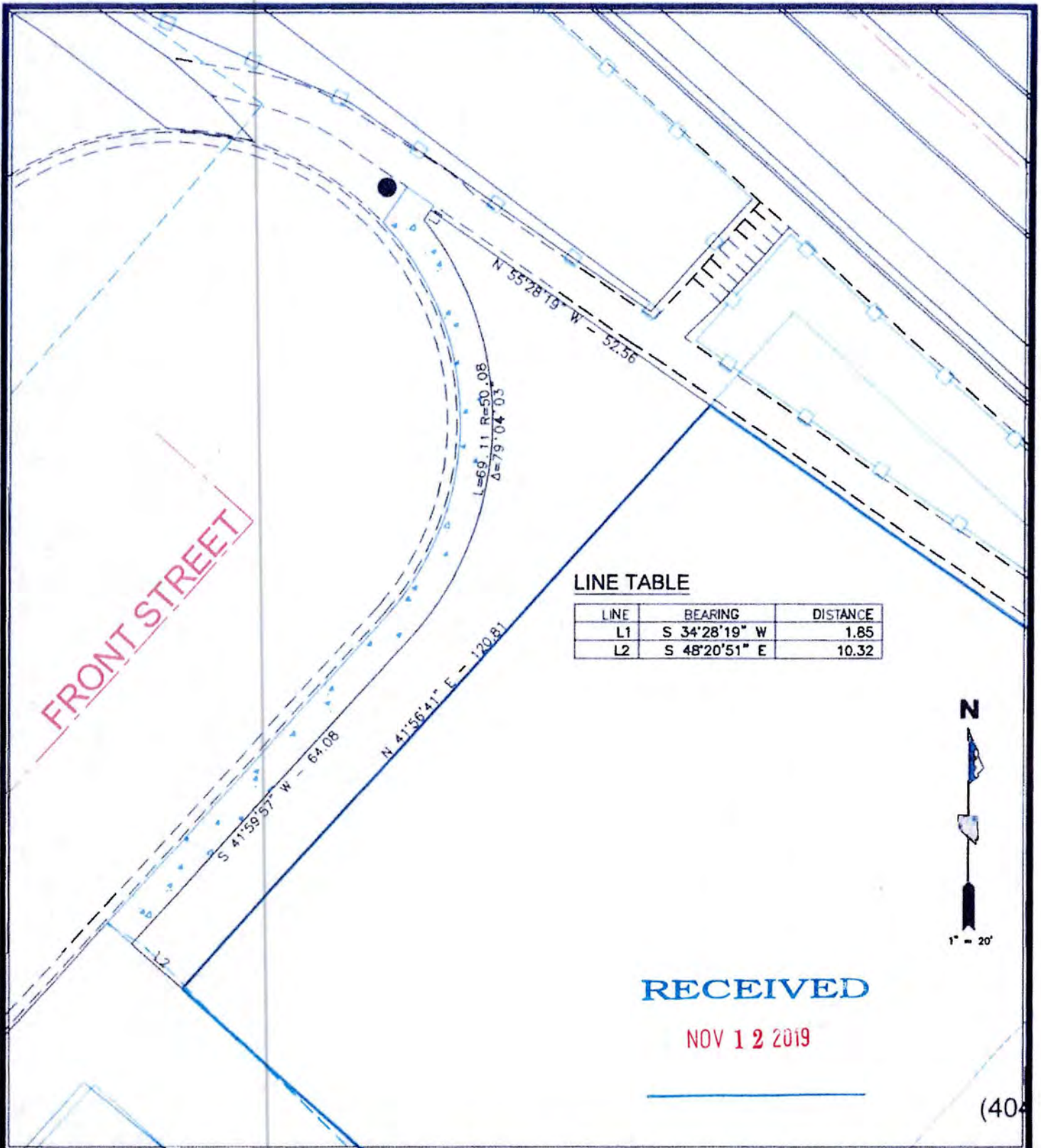
SAID PARCEL BEING 1926 SQ FT MORE OR LESS.

The Basis of Bearings is The Nevada State Plane Coordinate System, East Zone, North American Datum 83/96.

This Legal Description Written by:

Randal L. Briggs, PLS
Summit Engineering Corporation
1150 Lamoille Highway, Elko, Nevada 89801





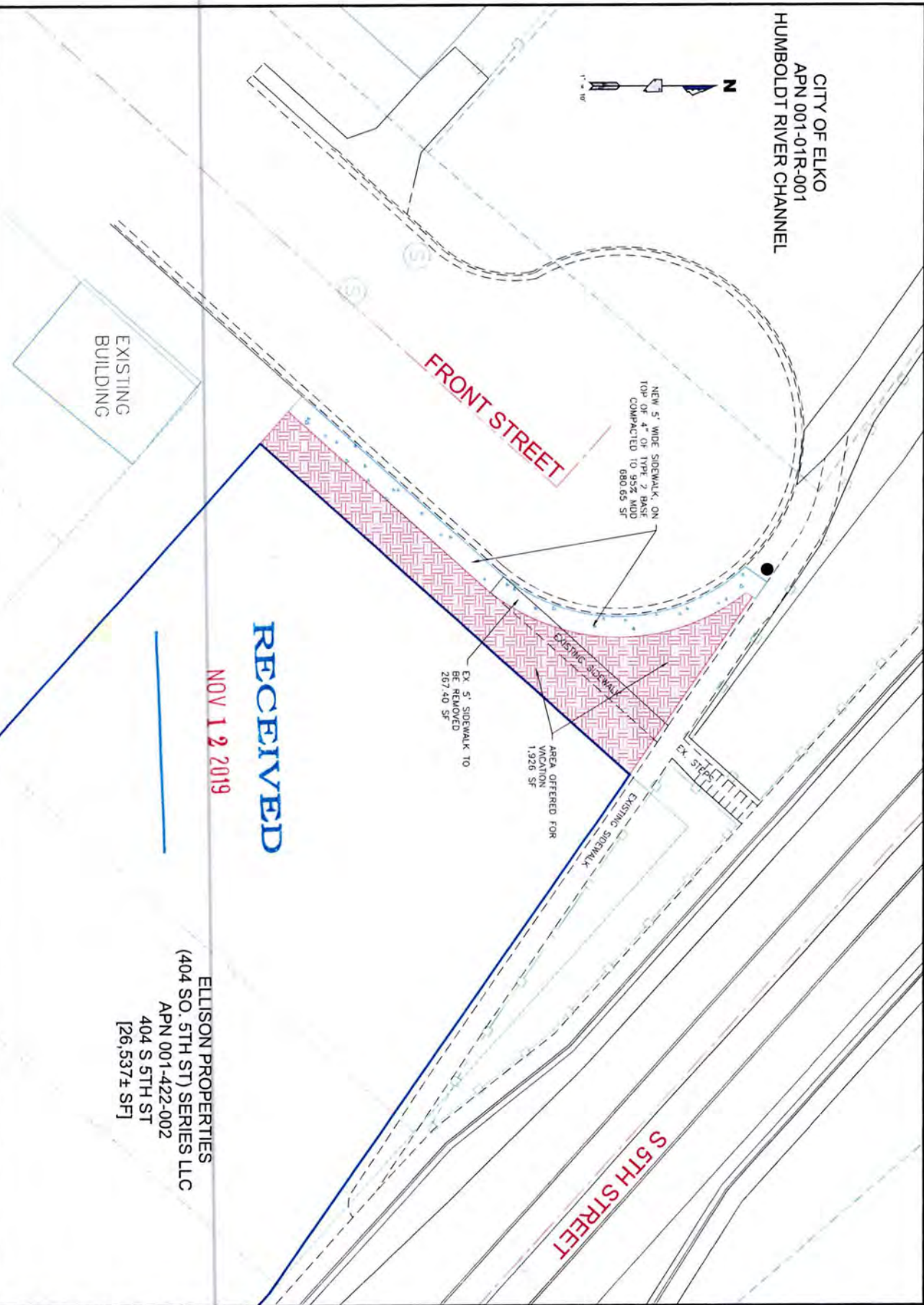
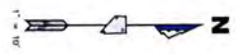
ELLISON PROPERTY
404 S. 5TH STREET
LEGAL DESCRIPTION

BHAKTA
SCALE 1" = 20
APN 001-442-022
October 2, 2019

SUMMIT ENGINEERING CORPORATION
5405 MAE ANNE AVENUE, RENO, NV. 89523
PHONE:(775) 747-8550 FAX:(775) 747-8559

SHEET
1
OF
1

CITY OF ELKO
 APN 001-01R-001
 HUMBOLDT RIVER CHANNEL



RECEIVED

NOV 12 2019

ELLISON PROPERTIES
 (404 SO. 5TH ST) SERIES LLC
 APN 001-422-002
 404 S 5TH ST
 [26,537± SF]

**CIVIL IMPROVEMENT PLANS FOR
 ELLISON PROPERTY - 404 S. 5TH STREET
 BOUNDARY & SITE PLAN**

ELKO ELKO COUNTY NEVADA

REV.	DATE	DESCRIPTION	BY	APPD

SUMMIT ENGINEERING CORPORATION
 1150 LAMOLLE HIGHWAY, ELKO, NV. 89801
 PHONE (775) 738-8058 FAX (775) 747-6559

DESIGNED BY: NAB
 CHECKED BY: NAB
 SCALE
 HORIZ: 1"=50'
 VERT: 1"=5'
 JOB NO. 88457

SHEET 1 OF 1

Z:\2481 Vacation of Parcel John Ellison\CIVIL\ELLISON Brdy Map.dwg

**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A PORTION OF THE FRONT STREET RIGHT-OF-WAY LOCATED
GENERALLY ALONG THE NORTHWEST PROPERTY LINE OF APN 001-422-002,
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 portion of the Front Street right-of-way located along the northwest property line of APN 001-422-002, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Ellison Properties. The portion of the Front Street right-of-way to be vacated is more particularly described as follows:

A portion of that Public Right of Way, known as Front Street, lying in the SE ¼ SE 1/14, Section 15, T. 34 N. R., 55 E., adjacent to Lot 1, Block H, of the Biegler Addition, City of Elko, Elko County, Nevada being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1 of Block H,

Thence North 48° 20' 51" West, a distance of 10.32 feet;

Thence North 41° 59' 57" East, a distance of 64.08 feet to the beginning of a non-tangent, 50.08 feet radius curve to the left for an arc length of 69.11 feet (Chord bearing of North 1° 19' 40" East, for 63.75 feet);

Thence North 34° 28' 19" East, a distance of 1.85 feet;

Thence South 55° 28' 19" East, a distance of 52.56 feet;

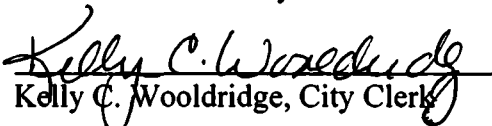
Thence South 41° 56' 41" West, a distance of 120.81 feet to the Point of Beginning,

Said parcel being 1926 sq. ft. more or less.

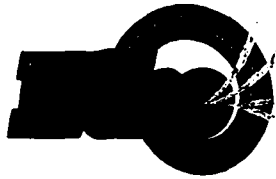
The Basis of Bearings is The Nevada State Plane Coordinate System; East Zone, North American Datum 83/96.

AND that the Elko City Council shall further consider the advisability of the vacation of the Front Street right-of-way, 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 to be held in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, on January 14, 2019 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 23rd day of December 2019.


Kelly C. Wooldridge, City Clerk

PUBLISH: December 27, 2019



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 3, 2019

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 3, 2019 pursuant to Section 8-7-3 B. of City Code:

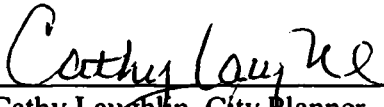
Vacation No. 12-19, filed by the Ellison Properties, for the vacation of a portion of the Front Street right-of-way, consisting of an area approximately 1,926 sq. ft., and matters related thereto. FOR POSSIBLE ACTION

The subject property is located generally south of S. 5th Street and east of the terminus of Front Street. (404 S 5th Street- APN 001-422-002)

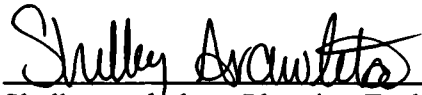
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 12-19 subject to the conditions listed in the City of Elko Staff Report dated October 24, 2019, 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. A water line easement for the existing water line that bisects the area proposed for vacation must be approved by the City and recorded.
4. Existing sidewalk connecting Front Street and South 5th Street must be demolished and reconstructed in accordance with plans submitted and approved by the City.

The Planning Commission's findings to support its recommendation are the proposed vacation is not in strict 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 property proposed for vacation is not located within the Redevelopment Area. The proposed vacation is in conformance with NRS 287.479 to 278.480, inclusive. The proposed vacation, with the recommended conditions, is in conformance with Elko City Code 8-7. The proposed vacation will not material injure the public and is in the best interest of the City.


Cathy Laughlin, City Planner

Attest:



Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/3

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

Title: Vacation No 12-19

Applicant(s): Ellison Properties, LLC

Site Location: 404 S. 5th Street APN 001-422-002

Current Zoning: C Date Received: 10/3 Date Public Notice: N/A

COMMENT: This is to vacate a portion of the Front Street
right-of-way located along the Northwest property line of
APN 001-422-002

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/22/19

Recommend approval as presented by
Staff

SAW

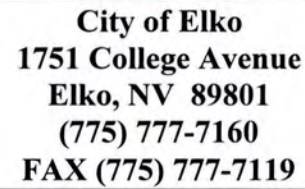
Initial

City Manager: Date: 11/20/19

No comments/concerns

CC

Initial



PROJECT INFORMATION

PARCEL NUMBER: 001-422-002

PARCEL SIZE: .609 acres

EXISTING ZONING: (C) General Commercial

MASTER PLAN DESIGNATION: (MU-NEIGHBORHOOD) Mixed Use
Neighborhood

EXISTING LAND USE: Undeveloped

BACKGROUND:

1. The property is currently undeveloped.
2. The property has access from Front Street as well as 5th Street.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:
North: Commercial / Developed
East: Commercial / Developed
South: General Industrial / Developed
West: PQP & General Industrial / Undeveloped & Developed

PROPERTY CHARACTERISTICS:

The property is currently undeveloped.
The property is generally flat.

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive
City of Elko Master Plan – Land Use Component
City of Elko Master Plan – Transportation Component
City of Elko Redevelopment Plan
City of Elko Code – Section 3-2-10 General Commercial Zoning District
City of Elko Code – Section 8-7 Street Vacation Procedures

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Neighborhood Mixed Use.
2. C- General Commercial Zoning District is not listed as a corresponding zoning district for Neighborhood Mixed Use.
3. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
4. 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.

The proposed vacation is not in strict conformance with the Master Plan Land Use component.

MASTER PLAN - Transportation:

1. The area is accessed from South 5th Street and Front Street.
2. The proposed vacation is part of the right-of-way for Front Street roadway.
3. There is pedestrian access along 5th Street and new pedestrian sidewalks will be added to Front Street as well as the outside of the cul-de-sac to tie into the 5th Street sidewalk. The plans show the elimination of sidewalk bisecting the proposed area to be vacated so all public pedestrian access will be within the right-of-way.

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 SECTION 8-7 STREET VACATION PROCEDURES

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 22, 2019 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.

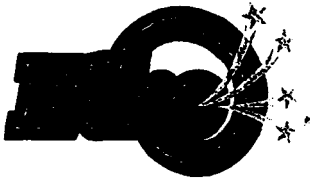
FINDINGS

- The proposed vacation is not in strict 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 property proposed for vacation is not located within the Redevelopment Area.
- The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
- The proposed vacation with the recommended conditions is in conformance with Elko City Code 8-7.
- The proposed vacation will not materially injure the public and is in the best interest of the City.

STAFF RECOMMENDATION:

Staff recommends forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with 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. A water line easement for the existing water line that bisects the area proposed for vacation must be approved by the City and recorded.
4. Existing sidewalk connecting Front Street and South 5th Street must be demolished and reconstructed in accordance with plans submitted and approved by the City.



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 30, 2019

001422003
ELLISON PROPERTIES LLC
PO BOX 683
ELKO NV 89803-0683

Re: Vacation No. 12-19 / City of Elko

Enclosed please find a copy of the Notice of Intent of Ellison Properties, LLC to vacate a portion of the Front Street right-of-way along the northwest property line of APNs 001-422-002, consisting of an area of approximately 1,926 square feet, located generally south of S. 5th Street and east of the terminus of Front Street, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, January 14, 2019 at 5:30 P.M., in Elko City Hall at 1751 College Avenue, Elko, Nevada.

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

USPS TRACKING # **9114 9023 0722 4027 0143 34**
& CUSTOMER
RECEIPT For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.



FAQs >

Track Another Package +

Tracking Number: 9114902307224027014334

Remove X

Your item has been delivered and is available at a PO Box at 7:51 am on December 31, 2019 in ELKO, NV 89803.

 **Delivered**

December 31, 2019 at 7:51 am
Delivered, PO Box
ELKO, NV 89803

Get Updates ▾

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Text & Email Updates



Tracking History



December 31, 2019, 7:51 am
Delivered, PO Box
ELKO, NV 89803

Your item has been delivered and is available at a PO Box at 7:51 am on December 31, 2019 in ELKO, NV 89803.

December 31, 2019, 7:47 am
Arrived at Post Office
ELKO, NV 89801

Vac 12-19 Ellison Properties

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001422012	BARKER, KELLY S & DWANA M		296 MEADOW VALLEY RNCH UNIT 5	ELKO NV	89801-9424
001423015	BONETTI, WILLIAM J TR ET AL		438 ELBURZ RD UNIT 12	ELKO NV	89801-9409
001423001	AGUIRRE, NOEL P TR		2111 HONDO LN	ELKO NV	89801
00101R001	ELKO CITY OF <i>NO Letter</i>		1755 COLLEGE AVE	ELKO NV	89801-3401
001422013	ELLISON PROPERTIES (4351/2 SO 4	<i>} 1 Letter</i>	PO BOX 683	ELKO NV	89803-0683
001422003	ELLISON PROPERTIES LLC		PO BOX 683	ELKO NV	89803-0683
001710059	GLOBAL MINING PRODUCTS INC	ATTN: HELEN YI	UNIT 100, 20329 LOGAN AVE	LANGLEY, BC V3A 4L8	CANADA
001422001	MORRISON, CALVIN R & JEAN M		405 FRONT ST SPC 1	ELKO NV	89801-7620

⑥



Properties to
Remove Notice of
Intent.

=====

ASPEN
500 ASPEN WAY
ELKO, NV 89801-2797
312561-0825
(800)275-8777
12/30/2019 10:17 AM

=====

Product	Qty	Unit Price	Price
\$7.35 Pri Mail	9	\$7.35	\$66.15
PM 2-Day	1	\$7.35	\$7.35
Window FR Env			
(Domestic)			
(ELKO, NV 89801)			
(Flat Rate)			
(Expected Delivery Day)			
(Friday 01/03/2020)			
(USPS Tracking #)			
(9505 5100 5051 9364 3908 39)			
Insurance			\$0.00
(Up to \$50.00 included)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.80 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:08:03)			
(USPS Tracking #)			
(9114902307224027014297)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.00 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:08:17)			
(USPS Tracking #)			
(9114902307224027014365)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.00 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:08:33)			
(USPS Tracking #)			
(9114902307224027014358)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.00 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:08:53)			
(USPS Tracking #)			
(9114902307224027014341)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.00 oz.)			
(Destination:ELKO, NV 89803)			
(Acceptance Date:12/30/2019 10:09:09)			
(USPS Tracking #)			
(9114902307224027014334)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.80 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:09:26)			
(USPS Tracking #)			
(9114902307224027014303)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.80 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:09:40)			
(USPS Tracking #)			
(9114902307224027014280)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.80 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:09:53)			
(USPS Tracking #)			
(9114902307224027014273)			
PM International	1	\$25.85	\$25.85
Window FR Env			
(International)			
(Canada)			
(Flat Rate)			
(USPS Tracking #:CH087830128US)			
PM International			\$0.00

(Affixed Amount:\$7.35)

al: \$92.00

Credit Card Remitd \$92.00
(Card Name:VISA)
(Account #:XXXXXXXXXX4017)
(Approval #:030701)
(Transaction #:655)
(AID:A0000000031010 Chip)
(AL:VISA CREDIT)
(PIN:Not Required)

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apply. You may also visit www.usps.com
USPS Tracking or call 1-800-222-1811.

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insurance. For information on filing
an insurance claim go to
<https://www.usps.com/help/claims.htm>

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or scan this code with
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-58900113-1-4260573-1
Clerk: 02

Vacation

Cathy Laughlin

Wed 11/13/2019 9:35 AM

To: john@ellisonelko.com <john@ellisonelko.com>

Cc: Shelby Archuleta <sarchuleta@elkocitynv.gov>

John,

With the error that was discovered at the Planning Commission meeting on the display map and legal description provided by Summit, we have received the new display map and legal description and the difference is significant enough that we need to start the process over with the public hearings so we will be hearing the item again at the Planning Commission in December before we take it to City Council for the resolution. Sorry for the delay, I am glad we caught the Summit error before we went all the way through City Council. This will not hold up the approval of your plans for permitting of the Dotties as we will just condition that the vacation be complete before Certificate of Occupancy.

Let me know if you have any questions.

Thanks,

Cathy Laughlin

City Planner

(775)777-7160 ph

(775)777-7219 fax

claughlin@elkocitynv.gov

City of Elko

1751 College Avenue

Elko, NV 89801



November 5, 2019

Shelby Archuleta
City of Elko Planning Department
1751 College Avenue
Elko, Nevada 89801

RE: Proposed Vacation of a Portion of the Front Street Right-of-Way

Dear Ms. Archuleta:

Per your request in the letter dated October 17, 2019 regarding the proposed vacation of a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. NV Energy does have facilities within the southernmost portion of the area to be vacated and is requesting that the easement remain in place for those existing facilities.

If you have any questions/concerns please feel free to contact me at 775-834-5430 or at Katherineperkins@nvenergy.com

Sincerely,

A handwritten signature in black ink, appearing to read "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 17, 2019

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 12-19

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by Ellison properties to vacate a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 5, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures

RECEIVED

NOV 08 2019

November 8, 2019

City of Elko
1751 College Avenue
Elko, Nevada 89801

Re: Vacation Number 12-19
Vacation and Abandonment of a dedicated roadway

To Whom It May Concern:

Southwest Gas Corporation ("SWG") has reviewed the City of Elko request from Shelby Archuleta, Planning Technician on behalf of Ellison properties to vacate and abandon a portion of Front Street Right-of-Way referenced above. After review, SWG has determined:

- SWG does not have existing or proposed facilities within the area proposed to be vacated, and has no objection to the request for vacation as presented.
- SWG has existing or proposed facilities in all or a portion of the area proposed to be vacated and has no objection to the request for vacation as presented, however, in order to protect these facilities, SWG requests a perpetual easement be saved and reserved to SWG as a condition of the Order of Vacation.
Please RESERVE and EXCEPT the following:
An easement to Southwest Gas Corporation on, over, in, under, across, above and through a portion of Front Street located along the northwest property line of APN 001-422-002, Elko County, Nevada. in **Vacation No. 12-19.**
- SWG has existing or proposed facilities within all or a portion of the area proposed to be relinquished. SWG has no objection to the request for vacation; contingent upon the Petitioner contacting SWG and making suitable arrangements, at Petitioner's expense, for such easement or relocations as

required to protect SWG's facilities and property rights within the area to be vacated.

SWG objects to the request for vacation as presented.
(Optional explanation or remove to leave blank)

Nothing in this Vacation or response is intended or shall be construed to affect, reduce, or diminish any other existing property rights or easement SWG may have at this site or within the area affected. SWG retains the right to use any other reservations, easements, licenses or other property rights in which it may have an interest or that otherwise may be located within the area being vacated.

If you or the applicant have any questions; or if the applicant wishes to discuss this matter further, please contact SWG's Engineering Department at 775-887-2871.

Respectfully,

A handwritten signature in black ink that reads "Amanda Marcucci". The signature is written in a cursive, flowing style.

Amanda Marcucci
Supv/Engineering
Northern Nevada Division



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 17, 2019

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190

SUBJECT: Proposed Vacation No. 12-19

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Ellison properties to vacate a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 5, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures



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 17, 2019

Satview Broadband
Mr. Tariq Ahmad
PO Box 18148
Reno, NV 89511

And VIA EMAIL: taroil@yahoo.com

SUBJECT: Proposed Vacation No. 12-19

Dear Mr. Ahmad:

Please be advised that the City of Elko Planning Department is processing a request filed by Ellison properties to vacate a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 5, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures



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 17, 2019

Frontier Communication
Mr. John Poole
1520 Church Street
Gardnerville, NV 89410

SUBJECT: Proposed Vacation No. 12-19

Dear Mr. Poole:

Please be advised that the City of Elko Planning Department is processing a request filed by Ellison properties to vacate a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 5, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures

Proposed Vacation 12-19

Stephen Lifferth <stephen.lifferth@beehive.net>

Thu 11/7/2019 1:41 PM

To: Shelby Archuleta <sarchuleta@elkocitynv.gov>

Hi Shelby,

Beehive's interests are not in this area.

Thanks,



Stephen Lifferth

Director of OSP

435.837.6140 [d]

801.473.3975 [c]

www.BeehiveBroadband.com



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 17, 2019

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 12-19

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Ellison properties to vacate a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 5, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures

ELKO HEAT CO.

RECEIVED

NOV 04 2019

November 4, 2019

City of Elko
Planning Department
Attn: Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov FAX 775.777.7219

Re: Proposed Vacation No. 12-19

Please be advised that Michael W. Lattin, Vice President / Field Operations for Elko Heat Company has reviewed the above vacation and Elko Heat Company has no issues with this vacation.

Please contact us if you have any additional questions or concerns.

Sincerely,



Pamela Lattin
Secretary/Treasurer



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 17, 2019

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 12-19

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Ellison properties to vacate a portion of the Front Street right-of-way located generally along the northwest property line of APN 001-422-002. 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.

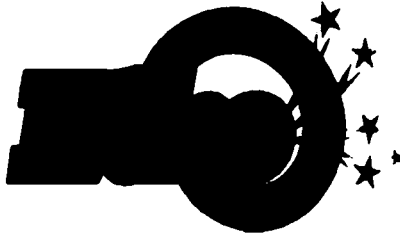
Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 5, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures



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): John Ellison

MAILING ADDRESS: 438 S. 5th Street

PHONE NO (Home) 775-738-6284 **(Business)** same

NAME OF PROPERTY OWNER (If different): same

(Property owner's 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.: 001-422-002 **Address** 404 S. 5th Street

Lot(s), Block(s), & Subdivision

Or Parcel(s) & File No.

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" 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

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

John Ellison
(Name)

438 S. 5th Street - Elko, NV. 89801
(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

Same

(Name)

(Address)

1. Describe the nature of the request: We are trying to clean up and enhance this area. It will allow for extra parking and shrubbery. We've been maintaining this area to keep the weeds and garbage down to no expense to the city.

2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: An existing gas line runs along the south side of Front Street behind the existing curb and gutter. This existing line will not be disturbed, this line is to remain in place. There is also a water shut-off valve at the end of the existing sidewalk. This shut-off valve will be brought up to grade with the new construction. No other utilities are located within the vacation area.

Use additional pages if necessary

This area intentionally left blank

By My Signature below:

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

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

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

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

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

Applicant / Agent

John Ellison
(Please print or type)

Mailing Address

P.O. Box 683
Street Address or P.O. Box

ELKO Nevada 89803
City, State, Zip Code

Phone Number: 725-738-6284-C-934-6611

Email address: John@ellisonelko.com

SIGNATURE:

John Ellison

FOR OFFICE USE ONLY

File No.: 12-19 Date Filed: 10/3/19 Fee Paid: \$100 CX# 5879

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible action to adopt Resolution No. 31-19, a resolution and order vacating a portion of Commercial Street Rights-of-Way, approximately 50 feet in width by 2 feet in depth abutting APN 001-343-008, which is located within the City of Elko, Nevada, to the abutting property owner MPLDP LLC., filed and processed as Vacation No. 11-19 by City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: January 14, 2020**
3. **Agenda Category: PUBLIC HEARING**
4. **Time Required: 15 Minutes**
5. **Background Information: Council made a motion to vacate a portion of Commercial Street Right-of-Way at its regular meeting of September 24, 2019, 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 December 4, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 11-19 with findings in support of its recommendation. CL**
5. **Budget Information:**
 - Appropriation Required: N/A**
 - Budget amount available: N/A**
 - Fund name: N/A**
6. **Business Impact Statement: Not Required**
7. **Supplemental Agenda Information: Resolution, P.C. action report, Staff report, application and related materials**
8. **Recommended Motion: Adopt Resolution No. 31-19 which contains conditions as recommended by the Planning Commission.**
9. **Prepared By: Cathy Laughlin, City Planner**
10. **Committee/Other Agency Review: Planning Commission and required local utility companies**
11. **Council Action:**
12. **Agenda Distribution: MPLDP LLC
c/o Meenakshil Patel
223 Greencrest Drive
Spring Creek, NV 89815-5447**

**CITY OF ELKO
RESOLUTION NO. 31-19**

A RESOLUTION AND ORDER VACATING A PORTION OF THE COMMERCIAL STREET RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 100 SQUARE FEET AND ADJACENT TO APN 001-343-008 WHICH IS LOCATED WITHIN THE CITY OF ELKO, NEVADA, TO THE ABUTTING PROPERTY OWNER, MPLDP, LLC.

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 September 24, 2019, 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 December 3, 2019, 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 a portion of the Commercial Street right-of-way 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 14, 2020, 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 portion of the Commercial Street right-of-way consisting of approximately 100 square feet situate in the City of Elko, Nevada, located generally along the northwest property line of APN 001-343-008 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 in 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 portion of the Commercial Street right-of-way 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. **Written response from all non-City utilities shall be on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**

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 Commercial Street right-of-way located in the City of Elko as described and shown on Exhibits A and B, respectively, shall be vacated and title vested in **MPLDP, LLC., a Nevada Domestic Limited-Liability Company**, as owners 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 now existing.

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 portion of the Commercial Street right-of-way as described and shown on Exhibits A and B (respectively) 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
COMMERCIAL STREET VACATION FOR
MPLDP, LLC
November 4, 2019

A parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Commercial Street more particularly described as follows:

Commencing at the monument at the centerline intersection of Sixth Street and Commercial Street, a point from which the monument at the centerline intersection of Fourth Street and Commercial Street bears S 41° 58' 05" W, 760.28 feet, thence S 41° 58' 05" W, 40.00 feet along the centerline of Commercial Street to a point, thence S 48° 00' 44" E, 48.00 feet to Corner No. 1, the True Point of Beginning;

Thence continuing S 48° 00' 44" E, 2.00 feet to Corner No. 2, a point being the most Northerly corner of a parcel of land conveyed to MPLDP, LLC by deed recorded in the office of the Elko County Recorder, Elko, Nevada as Document No. 577615 of Elko County Official Records, a point also being the most Northerly corner of Lot 1, Block L, of the Town now City of Elko and also being a point on the Northwestern Right of Way of Commercial Street;

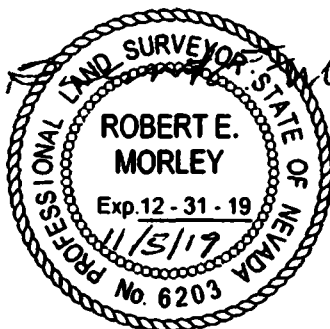
Thence S 41° 58' 05" W, 50.01 feet along the said Northwestern Right of Way of Commercial Street to Corner No. 3, a point being the most Westerly corner of said MPLDP, LLC parcel and a point also being the most Westerly corner of Lot 2, Block L, of the Town now City of Elko;

Thence N 48° 01' 55" W, 2.00 feet to Corner No. 4;

Thence N 41° 58' 05" E, 50.01 feet to Corner No. 1, the point of beginning, containing 100 square feet, more or less.

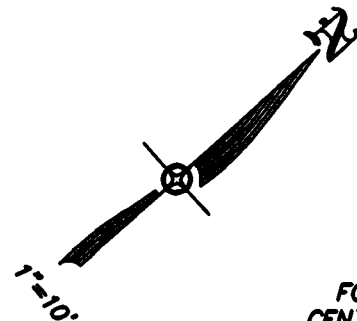
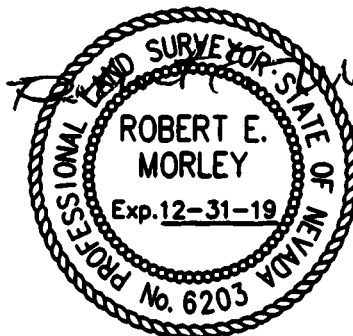
Reference is hereby made to Exhibit B, Map of Street Vacation for MPLDP, LLC attached hereto and made a part hereof.

Prepared by Robert E. Morley, PLS
640 Idaho Street

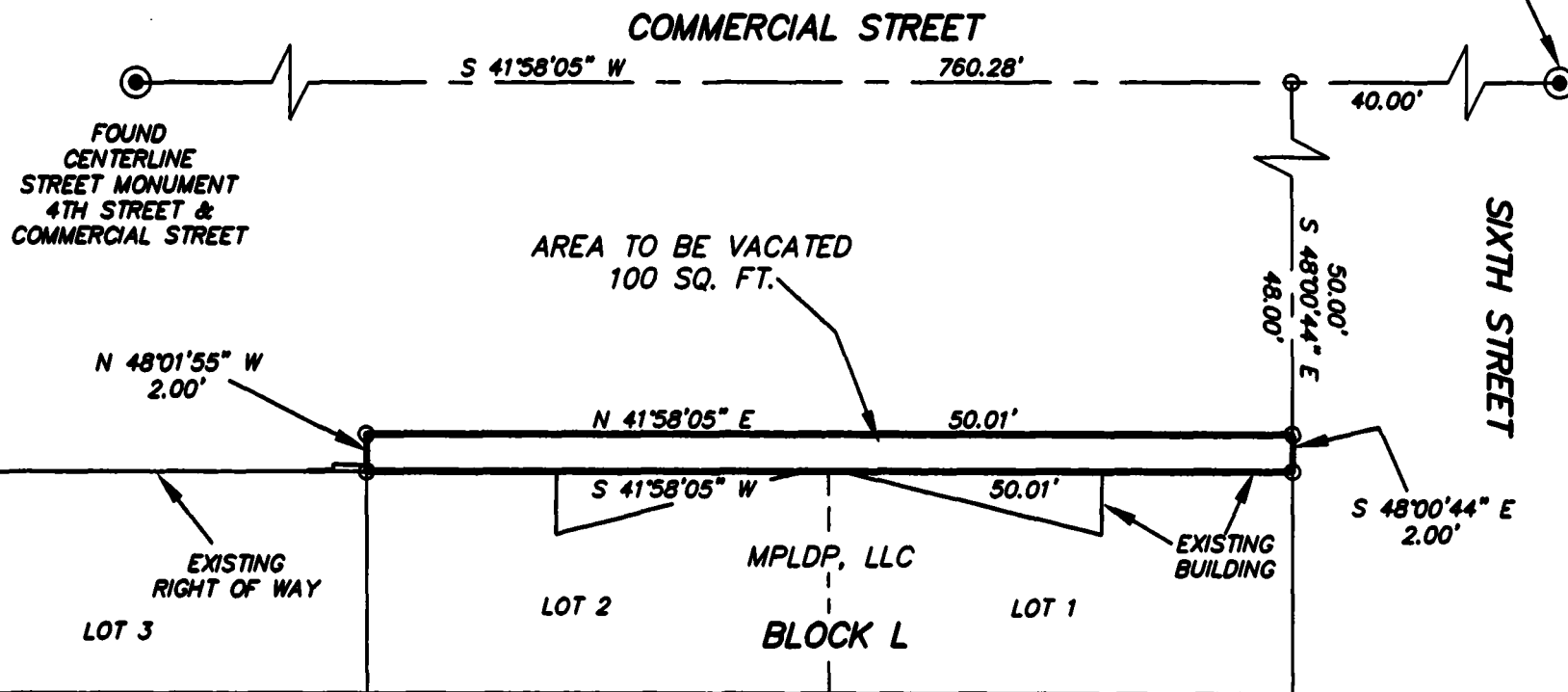


High Desert Engineering
Elko, NV 89801

**EXHIBIT B
MAP OF STREET VACATION
FOR
MPLDP, LLC
CITY OF ELKO, NEVADA**



FOUND
CENTERLINE
STREET MONUMENT
6TH STREET &
COMMERCIAL STREET



**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A PORTION OF THE COMMERCIAL STREET RIGHT-OF-WAY
LOCATED GENERALLY ALONG THE NORTHWEST PROPERTY LINE OF APN
001-343-008, 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 portion of the Commercial Street right-of-way located along the northwest property line of APN 001-343-008, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. MPLDP, LLC. The portion of the Commercial Street right-of-way to be vacated is more particularly described as follows:

A parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Commercial Street, more particularly described as follows:

Commencing at the monument at the centerline intersection of Sixth Street and Commercial Street, a point from which the monument at the centerline intersection of Fourth Street and Commercial Street bears S 41° 58' 05" W, 760.28 feet, thence S 41° 58' 05" W. 40.00 feet along the centerline of Commercial Street to a point, thence S 48° 00' 44" E, 48.00 feet to Corner No. 1, the True Point of Beginning;

Thence continuing S 48° 00' 44" E, 2.00 feet to Corner No. 2, a point being the most Northerly corner of a parcel of land conveyed to MPLDP, LLC by deed recorded in the office of the Elko County Recorder, Elko, Nevada as Document No. 577615 of Elko County Official Records, a point also being the most Northerly corner of Lot 1, Block L, of the Town now City of Elko and also being a point on the Northwestern Right of Way of Commercial Street;

Thence S 41° 58' 05" W, 50.01 feet along the said Northwestern Right of Way of Commercial Street to Corner No. 3, a point being the most Westerly corner of said MPLDP, LLC parcel and a point also being the most Westerly corner of Lot 2, Block L, of the Town now City of Elko;

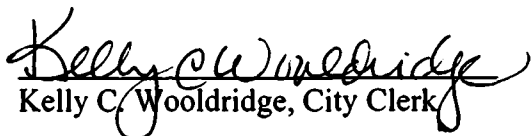
Thence N 48° 01' 55" W, 2.00 feet to Corner No. 4;

Thence N 41° 58' 05" E. 50.01 feet to Corner No. 1, the point of beginning, containing 100 square feet, more or less.

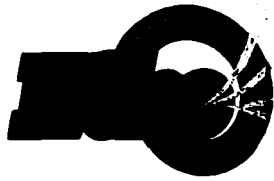
Reference is hereby made to Exhibit B, Map of Street Vacation for MPLDP, LLC attached hereto and made a part hereof.

AND that the Elko City Council shall further consider the advisability of the vacation of the Commercial Street right-of-way, 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 to be held in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, on January 14, 2020 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 23rd day of December 2019.


Kelly C. Wooldridge, City Clerk

PUBLISH: December 27, 2019



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 3, 2019

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 3, 2019 pursuant to Section 8-7-3 B. of City Code:

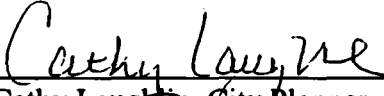
Vacation No. 11-19, filed by the City of Elko, for the vacation of a portion of the Commercial Street right-of-way adjacent to APN 001-343-008, consisting of an area approximately 100 sq. ft., and matters related thereto.

The subject property is located generally on the south corner of the intersection of 6th Street and Commercial Street. (592 Commercial Street- APN 001-343-008)

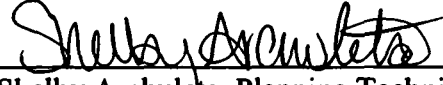
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 11-19 subject to the conditions listed in the City of Elko Staff Report dated November 18, 2019, listed as follows:

1. 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.

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 property proposed for vacation is located within the Redevelopment Area. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive. The proposed vacation with the recommended condition is in conformance with Elko City Code 8-7. The proposed vacation will not materially injure the public and is in the best interest of the City.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/3

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

Title: Vacation No. 11-19

Applicant(s): City of Eureka

Site Location: 592 Commercial St. APN 001-343-008

Current Zoning: C Date Received: 9/17 Date Public Notice: N/A

COMMENT: This is to vacate a portion of the Commercial Street
Right-of-way Along the Northwest property line of APN 001-343-008

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/22/19

Recommend approval as presented by
staff

SAW

Initial

City Manager: Date: 11/20/19

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:	November 18, 2019
PLANNING COMMISSION DATE:	December 3, 2019
APPLICATION NUMBER:	Vacation 11-19
APPLICANT:	City of Elko
PROJECT DESCRIPTION:	APN 001-343-008

Vacation of the southeasterly portion of Commercial Street between 5th and 6th Street.



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact and conditions stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-343-008

EXISTING ZONING: C- General Commercial

MASTER PLAN DESIGNATION: Mixed Use Downtown

EXISTING LAND USE: Developed, Commercial

BACKGROUND:

1. The property has been developed as commercial land use.
2. City Council made a motion to vacate the encroachments into Commercial Street at their meeting September 24, 2019 and referred the matter to Planning Commission for their review. This property doesn't have an encroachment but City Council directed staff to reach out to the property owner to see if they wanted to be included in the vacation in order for the alignment of the right-of-way to be consistent. Staff sent a letter to the property owner on October 3, 2019 and she responded by telephone on October 31, 2019 stating that she wanted to be included in the vacation.
3. The area proposed to be vacated is 100 sq. ft.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

North: C- General Commercial / Developed

East: C- General Commercial / Developed

South: C- General Commercial / Developed

West: C- General Commercial / Developed

PROPERTY CHARACTERISTICS:

The property is currently developed.

Commercial Street is currently a 60' right-of-way.

There are +/- 12' wide sidewalk along Commercial Street adjacent to the properties.

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 inclusive

1. 278.480(4) If any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the

governing body, shall, not less than 10 business days before the public hearing described in subsection 5.

2. NRS 278.480 (5) 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. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.31895.
3. Per NRS 278.480(6) Public utility companies will be notified of the vacation on November 13, 2019 via first class mail.

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Mixed Use Downtown.
2. C- General Commercial Zoning District is listed as a corresponding zoning district for Mixed Use Downtown.
3. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

The proposed vacation is in conformance with the Master Plan Land Use component.

MASTER PLAN - Transportation:

1. The area is accessed from Commercial Street.
2. Commercial Street is classified as an Industrial Commercial Collector.
3. Commercial Street has +/- 12' wide sidewalks.

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

REDEVELOPMENT PLAN

- The area is located within the Redevelopment Area.
- The proposed vacation doesn't relate to parking or other elements which are part of the Redevelopment Plan.

The proposed vacation is in conformance with the Redevelopment Plan.

ELKO CITY CODE SECTION 8-7 STREET VACATION PROCEDURES

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 made a motion at their meeting on September 24, 2019 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.

FINDINGS

- 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 property proposed for vacation is located within the Redevelopment Area.
- The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
- The proposed vacation with the recommended conditions is in conformance with Elko City Code 8-7.
- The proposed vacation will not materially injure the public and is in the best interest of the City.

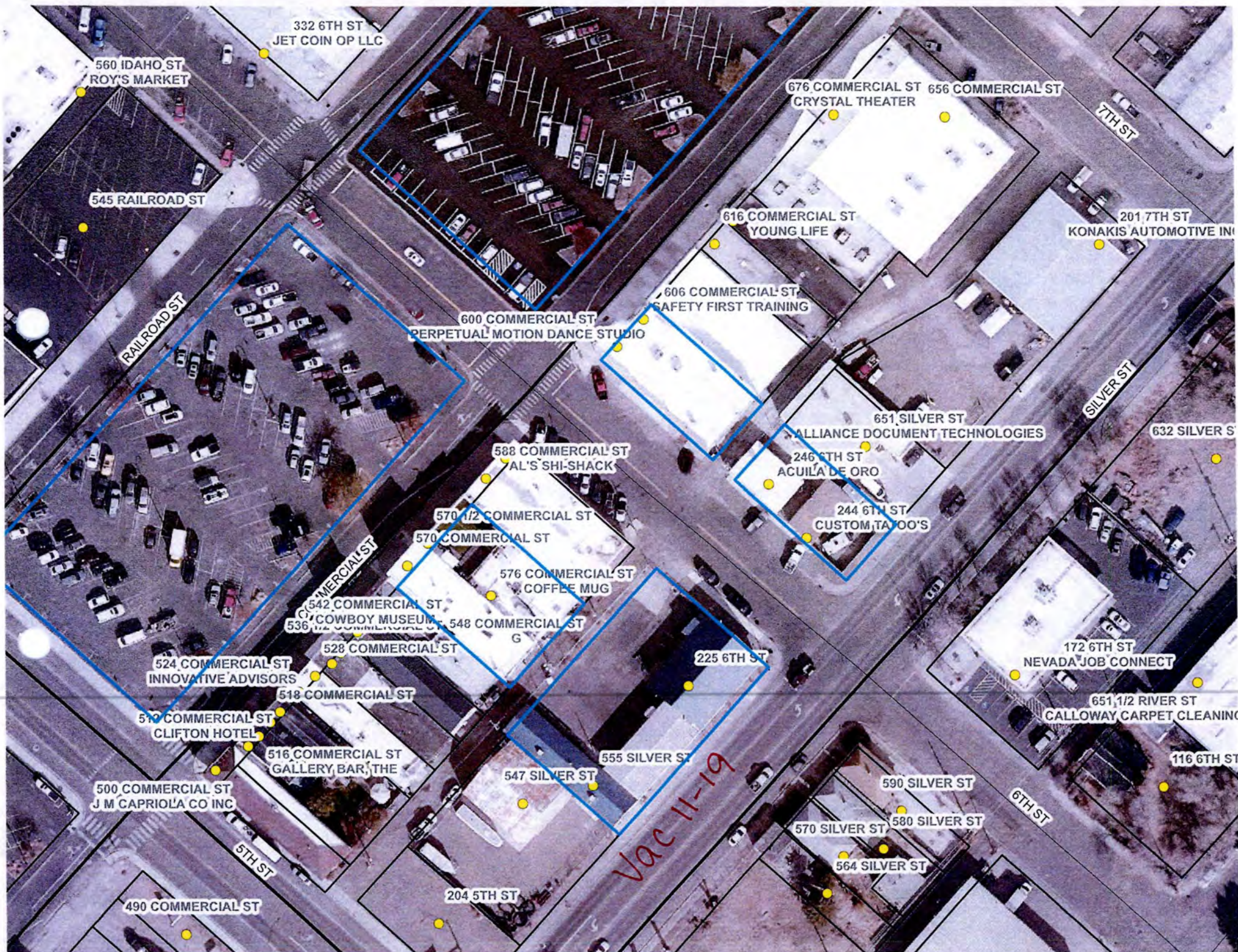
STAFF RECOMMENDATION:

Staff recommends forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions:

1. 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.

Vac 11-19 - City of ELKO - 592 Commercial Street

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001351001	DALLING, JEFFERY C		3022 CALLIE CT	ELKO NV	89801-2478
001343013	LOSTRA, MICHAEL & MARISSA ET AL		930 COLLEGE AVE	ELKO NV	89801-3420
001343007	SHIGAMO DEVELOPMENT INC		2002 IDAHO ST	ELKO NV	89801-2627
001351009	URIBE-QUINTERO, SALVADOR TR ETA		570 JUNEAU ST	ELKO NV	89801-4134
006090					
006090					



332 6TH ST
JET COIN OP LLC

560 IDAHO ST
ROY'S MARKET

545 RAILROAD ST

RAILROAD ST

676 COMMERCIAL ST
CRYSTAL THEATER

656 COMMERCIAL ST

7TH ST

616 COMMERCIAL ST
YOUNG LIFE

201 7TH ST
KONAKIS AUTOMOTIVE INC

600 COMMERCIAL ST
PERPETUAL MOTION DANCE STUDIO

606 COMMERCIAL ST
SAFETY FIRST TRAINING

651 SILVER ST
ALLIANCE DOCUMENT TECHNOLOGIES

632 SILVER ST

588 COMMERCIAL ST
AL'S SHI-SHACK

246 6TH ST
ACUÑA DE ORO

244 6TH ST
CUSTOM TATTOO'S

570 1/2 COMMERCIAL ST
570 COMMERCIAL ST

576 COMMERCIAL ST
COFFEE MUG

542 COMMERCIAL ST
COWBOY MUSEUM

548 COMMERCIAL ST

524 COMMERCIAL ST
INNOVATIVE ADVISORS

518 COMMERCIAL ST

510 COMMERCIAL ST
CLIFTON HOTEL

516 COMMERCIAL ST
GALLERY BAR, THE

500 COMMERCIAL ST
J M CAPRIOLA CO INC

5TH ST

490 COMMERCIAL ST

204 5TH ST

225 6TH ST

172 6TH ST
NEVADA JOB CONNECT

651 1/2 RIVER ST
CALLOWAY CARPET CLEANING

116 6TH ST

6TH ST

590 SILVER ST

570 SILVER ST

580 SILVER ST

564 SILVER ST

Vac 11-19

547 SILVER ST

555 SILVER ST

ASPEN
500 ASPEN WAY
ELKO, NV 89801-2797
312561-0825
(800)275-8777
12/30/2019 10:17 AM

Product	Qty	Unit Price	Price
\$7.35 Pri Mail	9	\$7.35	\$66.15
PM 2-Day	1	\$7.35	\$7.35
Window FR Env			
(Domestic)			
(ELKO, NV 89801)			
(Flat Rate)			
(Expected Delivery Day)			
(Friday 01/03/2020)			
(USPS Tracking #)			
(9505 5100 5051 9364 3908 39)			
Insurance			\$0.00
(Up to \$50.00 included)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.80 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:08:03)			
(USPS Tracking #)			
(9114902307224027014297)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.00 oz.)			
(Destination:ELKO, NV 89801)			
(Acceptance Date:12/30/2019 10:08:17)			
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PM International	1	\$25.85	\$25.85
Window FR Env			
(International)			
(Canada)			
(Flat Rate)			
(USPS Tracking #:CH087830128US)			
DM International			

(Affixed Amount:\$7.35)

1: \$92.00

Credit Card Remitd \$92.00
(Card Name:VISA)
(Account #:XXXXXXXXXX4017)
(Approval #:030701)
(Transaction #:655)
(AID:A0000000031010 Chip)
(AL:VISA CREDIT)
(PIN:Not Required)

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an insurance claim go to
<https://www.usps.com/help/claims.htm>

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Please visit
<https://www.usps.com/intl/customs.htm>
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forms online and to ship packages from
your home or office using
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Refunds for guaranteed services only.
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Clerk: 02



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

September 25, 2019

Satview Broadband
Mr. Tariq Ahmad
PO Box 18148
Reno, NV 89511

And VIA EMAIL: taroil@yahoo.com

SUBJECT: Proposed Vacation No. 11-19

Dear Mr. Ahmad:

Please be advised that the City of Elko Planning Department is processing a request filed by the City of Elko to vacate a portion of the Commercial Street right-of-way located generally along the northwest property line of APN 001-343-008. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 3, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures



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

November 13, 2019

Frontier Communication
Mr. John Poole
1520 Church Street
Gardnerville, NV 89410

SUBJECT: Proposed Vacation No. 11-19

Dear Mr. Poole:

Please be advised that the City of Elko Planning Department is processing a request filed by the City of Elko to vacate a portion of the Commercial Street right-of-way located generally along the northwest property line of APN 001-343-008. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 3, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures



November 21, 2019

Shelby Archuleta
City of Elko Planning Department
1751 College Avenue
Elko, Nevada 89801

RE: Proposed Vacation of a Portion of Commercial Street

Dear Ms. Archuleta:

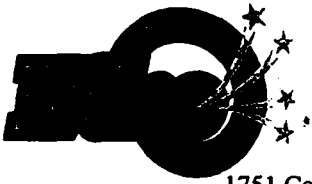
Per your request in the letter dated November 13, 2019 regarding the proposed vacation of a portion of the Commercial Street right-of-way located generally along the northwest property line of APN 001-343-008. NV Energy does not have facilities within the area to be vacated.

If you have any questions/concerns please feel free to contact me at 775-834-5430 or at katherineperkins@nvenergy.com

Sincerely,

A handwritten signature in black ink, appearing to read "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

November 13, 2019

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 11-19

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by the City of Elko to vacate a portion of the Commercial Street right-of-way located generally along the northwest property lines of APN 001-343-008. 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 receive and maintain records of all responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on December 3, 2019. 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
sarchuleta@elkocitynv.gov

Enclosures

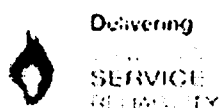
RE: Proposed Vacation No. 11-19**Amanda Marcucci** <Amanda.Marcucci@swgas.com>

Tue 11/19/2019 6:57 AM

To: Shelby Archuleta <sarchuleta@elkocitynv.gov>

Hi Shelby,

Southwest Gas does not have any objections to proposed vacation no 11-19.

**Amanda Marcucci, PE** | Supervisor/Engineering

PO Box 1190 | 24A-580 | Carson City, NV 89702-1190

direct 775.887.2871 | mobile 775.430.0723 | fax 775.882.6072

amanda.marcucci@swgas.com | www.swgas.com**From:** Shelby Archuleta <sarchuleta@elkocitynv.gov>**Sent:** Wednesday, November 13, 2019 8:13 AM**To:** Amanda Marcucci <Amanda.Marcucci@swgas.com>**Subject:** EXTERNAL: Proposed Vacation No. 11-19

Please see attached letter and map and respond at your earliest convenience.

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

November 13, 2019

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190

And VIA EMAIL: nndengineering@swgas.com

SUBJECT: Proposed Vacation No. 11-19

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by the City of Elko to vacate a portion of the Commercial Street right-of-way located generally along the northwest property line of APN 001-343-008. Please see enclosed map.

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If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures

Re: [EXT] Proposed Vacation No. 11-19

Stephen Lifferth <stephen.lifferth@beehive.net>

Wed 11/13/2019 8:29 AM

To: Shelby Archuleta <sarchuleta@elkocitynv.gov>

Hi Shelby,

Beehive's interests are clear of this area.

Thanks,

 **Stephen Lifferth**
Director of OSP
435.837.6140 [d]
801.473.3975 [c]
www.BeehiveBroadband.com

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>

Date: Wednesday, November 13, 2019 at 9:10 AM

To: Stephen Lifferth <stephen.lifferth@beehive.net>

Subject: [EXT] Proposed Vacation No. 11-19

Resent-From: <stephen@calendar.beehive.net>

Resent-To: <stephen@beehivecos.onmicrosoft.com>

Resent-Date: Wednesday, November 13, 2019 at 9:10 AM

Please see attached letter and map and respond at your earliest convenience.

Thank you!

Shelby Archuleta

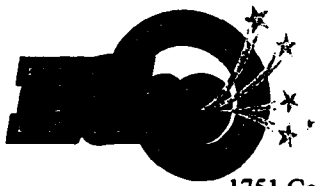
Planning Technician

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

November 13, 2019

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 11-19

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by the City of Elko to vacate a portion of the Commercial Street right-of-way located generally along the northwest property line of APN 001-343-008. Please see enclosed map.

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If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures

ELKO HEAT CO.**RECEIVED**

NOV 13 2019

November 13, 2019

City of Elko
Planning Department
Attn: Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov FAX 775.777.7219

Re: Proposed Vacation Nos. 4-19, 5-19, 6-19, 7-19, 8-19, 9-19 & 10-19 (Sept 25, 2019)
Proposed Vacation No. 11-19 (Nov 13, 2019)

Please be advised that Michael W. Lattin, Vice President / Field Operations for Elko Heat Company has reviewed ALL the above vacations and Elko Heat Company has no issues with these vacations.

Please contact us if you have any additional questions or concerns.

Sincerely,



Pamela Lattin
Secretary/Treasurer

V:\CORRESPONDENCE\ElkoHeatVacation2019LtrC.wpd



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

November 13, 2019

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 11-19

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by the City of Elko to vacate a portion of the Commercial Street right-of-way located generally along the northwest property line of APN 001-343-008. Please see enclosed map.

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If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician
sarchuleta@elkocitynv.gov

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

October 3, 2019

Certified Return Receipt

MPLDP, LLC.
Attn. Meenakshi Patel
223 Greencrest Drive
Spring Creek, NV 89815

Re: 592 Commercial Street

Dear Ms. Patel:

The purpose of this letter is to notify you of a recent action that Elko City Council took in regards to your property referred to as APN 001-343-008, 592 Commercial Street. It has been brought to our attention that the buildings along Commercial Street, from 5th to 6th Street, encroach into the Commercial Street right-of-way. In other words, the fronts of these buildings are all built over their property line and into the City of Elko property of Commercial Street. Your building is excluded from the encroachment as we have had it surveyed and your building is built right on the property line. City Council has taken action to vacate 2' in depth all along Commercial Street to the adjacent property owners to clean up the encroachment issue. Your property was not included in the vacation process as you do not have an encroachment but City Council in their motion stated for staff to reach out to you to see if you wanted to be included which would mean that your property would gain two additional feet to the front of your property. I have attempted several times to reach you by the phone number you have listed on your business license with no success.

Please contact the City of Elko Planning Department at 775-777-7160 if you have any questions or concerns and if you would like to be included in the vacation process of Commercial Street.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">Complete items 1, 2, and 3.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <i>ing</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Meenakshi Patel</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to: MPLDP, LLC Attn: Meenakshi Patel 223 Greencrest Dr. Spring Creek, NV 89815		<p>RECEIVED OCT 10 2019</p>	
2. Article Number (Transfer from service label) 7019 1120 0000 7301 1979		3. Service Type <input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
9590 9402 4882 9032 2374 31		4. Postage and Fees <input type="checkbox"/> Postage (hardcopy) \$ <input type="checkbox"/> Postage (electronic) \$ <input type="checkbox"/> Mail Restricted Delivery \$ <input type="checkbox"/> Signature Required \$ <input type="checkbox"/> Signature Restricted Delivery \$	
PS Form 3811, July 2015 PSN 7530-02-000-9052		Domestic Return Receipt	

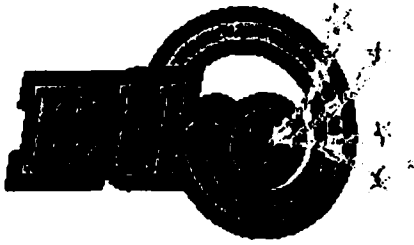
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MPLDP, LLC M. Patel
223 Greencrest Dr.
Spring Creek, NV 89815



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

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

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s):	City of Elko		
MAILING ADDRESS:	1751 College Avenue		
PHONE NO (Home):	775-777-7160	(Business):	
NAME OF PROPERTY OWNER (If different):			
(Property owner's consent in writing must be provided.)			
MAILING ADDRESS:			
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-343-008	Address:	592 Commercial Street
Lot(s), Block(s), & Subdivision	SE side of Commercial Street between 5th & 6th Streets		
Or Parcel(s) & File No.			

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

RECEIVED

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

--

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

--

(Name)

(Address)

1. Describe the nature of the request: Buildings along the southeast side of Commercial Street are encroaching into the Commercial Street right-of-way. The proposal is to vacate the portions of Commercial Street that the buildings are occupying.

2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: There are no known utilities in the area proposed for vacation.

Use additional pages if necessary

This area intentionally left blank

By My Signature below:

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

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

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

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

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

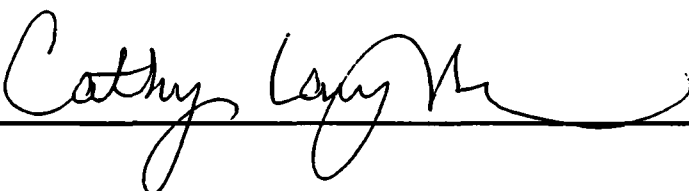
Applicant / Agent **City of Elko**
(Please print or type)

Mailing Address **1751 College Avenue**
Street Address or P.O. Box

Elko, NV 89801
City, State, Zip Code

Phone Number: **775-777-7160**

Email address: **claughlin@elkocitynv.gov**

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 11-19 Date Filed: 9/17/19 Fee Paid: N/A
