



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 28, 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 23, 2020 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, January 23, 2020 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, January 23, 2020 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, January 23, 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 23rd 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 28, 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: January 14, 2020 Regular Session

I. CONSENT AGENDA

- A. Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for purposes of conducting appraisals during the 2020 calendar year, and matters related thereto. **FOR POSSIBLE ACTION**

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

II. PERSONNEL

- A. Employee Introductions:
- 1.) Clark Phillips, Water/Sewer Superintendent, Utilities Department
- B. Fire Department Badge Pinning and Administration of the Fire Officer's Oath, promotion of Firefighter Jeffrey Winrod to Fire Lieutenant.

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 Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible final acceptance of the Elko Sports Complex Phase 1 Project, and matters related thereto. **FOR POSSIBLE ACTION**

At their April 10, 2018 meeting, Council awarded the Sports Complex Phase 1 Project to Granite Construction in the amount of \$6,781,516.66. There were fourteen monetary Change Orders during construction that resulted in a combined additional cost of \$160,122.40. There were also seventeen changes to quantities of bid items, which resulted in a combined savings of \$43,804.00. The final cost of the project was \$6,897,835.06. This project was substantially completed on October 17, 2019. Final punch list items and final billing have since been completed. BT

- E. Review, consideration, and possible direction to Staff, to solicit bids for the Water Tank Interior Coating Project-2020, and matters related thereto. **FOR POSSIBLE ACTION**

In September of 2018, ten (10) of the City's Water Storage Tanks were inspected by Blue Locker Diving. Upon review of the videos, many deficiencies were noted on the interior of the Water Storage Tanks. An Engineering firm and Staff has placed the critical tanks on a priority list to be recoated or replaced. Indian View Heights Tank No. 1, and Ruby Vista Tank No. 2, were budgeted for recoating in 2020. DJ

- F. Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-051-2020, to acquire Snow Removal Equipment, and matters related thereto. **FOR POSSIBLE ACTION**

The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and sander. The purpose of the project is to replace old equipment that has exceeded its useful life with newer equipment. The project will benefit the Airport, by supporting or improving operational levels and providing SRE that will replace less-reliable and difficult-to-maintain equipment. JF

- G. Review, consideration, and possible approval to authorize Staff to solicit bids for the Cedar Street Reconstruction Project Phase 3, and matters related thereto. **FOR POSSIBLE ACTION**

This item has been approved and budgeted for the 2019/20 Fiscal Year Budget, Capital Construction Fund. The City may construct public improvements for the Elko County School District on a reimbursable basis as part of this contract. DS

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 authorization for Staff to work with the Elko County School District to develop an Interlocal Agreement for additional work to be performed for the Elko County School District in conjunction with the Cedar Street Phase 3 Reconstruction Project, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko County School District initiated projects on the Elko High School Campus that triggered the requirement for public improvements to be installed along 9th Street from Cedar Street to College Avenue. In an effort to economize resources, Staff is requesting approval to develop an Interlocal Agreement with the Elko County School District that will include the required public improvements within the scope of work of the City's contract. The Interlocal Agreement would insure that the Elko County School District is contractually bound to reimburse the City for work performed on those public improvements. The Elko County School District's public improvements will directly tie into the City of Elko Cedar Street Phase 3 Project. By including the Elko County School District's public improvements in the City's contract, the Elko County School District will save on such costs as additional bid documents, additional mobilization and demobilization. Staff does not anticipate that this will result in significant additional expense to the City. DS

- B. Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. **FOR POSSIBLE ACTION**

The Humanitarian Campground Rules require revision to reflect the concerns the Fire Department has with an "approval" of wood stoves installed in tents. SAW

VI. RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance No. 848, an ordinance amending Title 5, Chapter 3, section one (1), and twenty through twenty-two (20-22), adding the option for a Cat Caregiver Person, or organization to engage in a Trap-Neuter-Return (TNR) Program for Feral Cats, and matters related thereto. **FOR POSSIBLE ACTION**

On December 10, 2019, Council heard 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. Council initiated amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko. KW

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 03-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from C (General Commercial), PQP (Public-Quasi, Public), and RMH (Mobile Home Park, and Mobile Home Subdivision) to CT (Commercial Transitional), Zoning District approximately 4.008 acres of property, filed by Koinonia Development LP, and processed as Rezone No. 5-19, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on January 7, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 5-19. CL

- B. Review, consideration, and possible action to conditionally approve Tentative Map No. 13-19, filed by Kelly Builders LLC, for the development of a subdivision entitled Townhomes at Ruby View, involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development, and 1 common lot within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of Indian View Heights Drive near the intersection of Griswold Drive (APN 001-530-026). The Planning Commission considered this item on January 7, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 13-19. MR

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager – FY 2020/2021 Budget Schedule
- 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

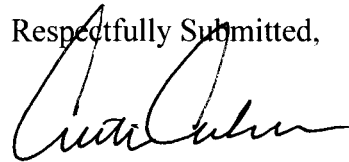
COMMENTS BY THE GENERAL PUBLIC

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 January 14, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, January 14, 2020.

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 Schmidlein
 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
 Mike Haddenham, WRF Superintendent
 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

COMMENTS BY THE GENERAL PUBLIC

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There were no public comments.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES: December 10, 2019

Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Presentation of an appreciation plaque to former Planning Commissioner Ian Montgomery, and matters related thereto. **INFORMATION ITEM ONLY – NON-ACTION ITEM**

Mr. Montgomery was not present.

- 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**

Mayor Keener read the proclamation.

- 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

Chelsi Cheatham, Trac-B, 6114 W. Charleston Blvd., Las Vegas, gave a presentation (Exhibit "A").

Rick Reich, Las Vegas, started the Harm Reduction with the purpose of getting people into treatment. He wanted to get people tested for HIV or Hep C and get them offered treatment. With the exchange program, they take the turned in needles, treat them and turn them into tiny pieces that can be thrown into the trash legally. He thought the program works pretty well in Clark County and the State of Nevada has encouraged them to push it out into other communities. Needles need to be disposed of safely. In the rural communities, the needles do not need to be treated and can be disposed of directly into the landfill after being ground up. He felt our community could benefit from a program like this. He offered to run this on a probationary basis to see if the community wants it and if it works.

Rich Cusolito has been working with the homeless community since before there was a humanitarian camp. Trac-B found him when they came to the community and put him through some State Certification Courses in Las Vegas. His job is to get people into rehab. He felt this program is important to help stop the spread of disease in the community.

Councilman Stone asked what would their response be to the public when they ask if this is really just enabling drug use.

Mr. Reich answered it is enabling, but it is enabling them to stop spreading disease and enabling them to enter into treatment. They have given out approximately 1.25 million syringes since they opened, and have collected roughly 750,000 syringes. That number has been steadily coming up.

Councilman Stone asked if they also hand out kits for sexually transmitted diseases.

Mr. Reich answered said they hand out condom kits and wound care kits. He is surprised by how much of the first aid supplies they hand out. He buys the supplies from Government Planet Auctions in bulk. They also give out Naloxone routinely and trains everyone on how to use it.

Councilwoman Simons asked if we are just talking about the needle exchange program here.

Mr. Cusolito answered he does give out wound kits that consist of bandaids and sterile wipes.

Scott Wilkinson, Assistant City Manager, stated the agenda item is just for syringe exchange at the humanitarian camp.

Councilwoman Simons asked about the funding source.

Mr. Reich answered some funding comes from federal, state and county grants. He pulls a salary and that is what he uses to buy the supplies. He is retired and does not need the salary. He does this to help people. He thinks the Federal Government will start funding programs like these someday.

Chief Trouten said this is legal under NRS 439.985-994. He found the CDC report everything was based on, but wondered what the numbers were without these programs. A lot of users do not seek help for themselves and end up being life-long addicts. He believes the program is valid and has some positive benefits. In Las Vegas, they have a storefront where people come to them for the exchange. He questioned if the campground is the appropriate place for this because the residents refuse pick up their trash and put it in receptacles.

Mayor Keener asked Scott Wilkinson what his thoughts were.

Mr. Wilkinson answered he had a recommended motion if the Council were to consider an approval of the program. He consulted with Dave Stanton, City Attorney. We believe that if they were to move forward with the program, they should develop a revocable permit between the City of Elko and the clinic that describes exactly how the program will be ran and the expectations.

Jeff Secord, 3324 Argent Ave., said the enabling thing bothers him. Can the syringes being supplied be identified? (No) What is the City liability for the needles? Are we liable if someone

gets hold of a syringe and then injects himself or herself with an illegal substance? Can the City be sued for their death?

Dave Stanton, City Attorney, answered if the City is acting in good faith, the legislature has given the City immunity.

Mayor Keener said he is willing to give this program a try. It could be a good resource for some individuals.

Councilwoman Simons said she didn't know much on this subject until this was on the agenda. Drug Court will send people through drug programs instead of jail. Over time, the programs have shown that they can save the public some money and people are getting the treatment they need. It looks like this program may fit into that. She was in favor of something that can save lives and public dollars.

Councilman Hance asked if this will be limited to residents at the camp or open to everyone.

Mr. Wilkinson said he envisions this only being available to those registered residents at the camp. If it needs to be clarified the agenda is about a program at that location. We can entertain allowing people to travel to the camp for the exchange but it would have to be at a certain time, perhaps one day a week. He wasn't comfortable with all that traffic going to the camp.

Councilman Schmidlein asked if FISH would become the storefront for this program.

Mr. Wilkinson answered FISH was present but wasn't sure if they have had those discussions.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to 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.**

The motion passed unanimously. (5-0)

II. PERSONNEL

A. Employee Introductions:

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

- B. Election of Mayor Pro-Tempore, and matters related thereto. **FOR POSSIBLE ACTION**

Mayor Keener said Councilman Schmidlein has served honorably through all of 2019 and is interested in continuing in that capacity.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve Councilman Schmidlein as Mayor Pro Tempore.**

The motion passed unanimously. (5-0)

- 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

Mayor Keener stated it is his understanding that everyone was satisfied with their positions, with the exception of Councilman Schmidlein who wants to be removed from the Fair Board. He asked Councilman Stone if he was interested.

Councilman Stone agreed to be the first on that board.

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 Stone, 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 Stone, to approve the Print 'N Copy warrants.**

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

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Ruby Mountain Lock & Safe warrants.**

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

- 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

Chief Trouten explained Dodge is re-tooling the Dodge Charger and it won't be available for another year. This purchase will save some money because they won't be putting in some of the aftermarket equipment that goes into the patrol units.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the Elko Police Department's request to purchase a Ford Explorer in place of the Dodge Charger AWD Sedan.**

The motion passed unanimously. (5-0)

- 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

Chief Griego explained this is an annual grant through Walmart's Community Funds, where they like to give back to the community. There is no match for it.

Mayor Keener wanted to make sure they are sending Walmart a thank you letter.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to accept the \$4,500 grant from Walmart Corporation for support funds for the Community Risk Reduction Program.**

The motion passed unanimously. (5-0)

- 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

Bob Thibault, Civil Engineer, explained the project has been completed and there were no change orders.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve Final Acceptance for the Elko Sports Complex Outfield Fencing Project, in the amount of \$96,624.**

The motion passed unanimously. (5-0)

- 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

Mr. Thibault explained this project had a couple of change orders but we ended up saving money overall. The change orders were included in the packet. Granite did a great job with the parking lot.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept final acceptance of the Elko Sports Complex Parking Lot by Granite Construction, in the amount of \$1,223,859.45.**

The motion passed unanimously. (5-0)

- 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

Mr. Thibault explained this project had some challenges and some change orders. Overall, the change orders were a small percentage of the total. Granite and all of the subs did a good job.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidlein, to approve final acceptance of the Elko Sports Complex Comfort Station Project by Granite Construction, in the amount of \$920,317.**

The motion passed unanimously. (5-0)

- 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

Dale Johnson, Utilities Director, explained they are asking to solicit bids on a maintenance project. He stated we do these re-coatings about every five years to protect the metal surfaces.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to direct staff to solicit bids for the East Primary Clarifier Recoating Project 2020.**

The motion passed unanimously. (5-0)

- 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

Councilman Schmidtlein disclosed his partners in Canyon Construction are the owners of Great Basin Engineering Contractors and recused himself.

Mayor Keener said it looks like Great Basin was quite a bit lower than the other bidders. Was everything in order?

Mr. Johnson answered yes.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to award the bid for the RBC Removal Project to Great Basin Engineering Contractors, in the amount of \$192,977.10.**

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

- 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

Mayor Keener noted there were four bids. All of the bids were reviewed and everything was in order.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to award the bid for the 18" Water Line Relocation Project to Ruby Dome Inc., in the amount of \$95,151.79.**

The motion passed unanimously. (5-0)

- 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

James Wiley, Parks and Recreation Director, explained credit for this goes to Rocky Bush and his long-standing relationship with Peterson Equipment. They got this Pistonbully Groomer through a trade-in and asked us if we would want it. It is a huge gift to the SnoBowl. With two groomers we will be more efficient. His plan is to bring out the company owner at a future date and take a photo of him with it. Eventually we will get him in front of Council for a proper thank you.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to accept the donation of the 2006 Pistonbully Groom from Peterson Equipment.**

The motion passed unanimously. (5-0)

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

Michele Rambo, Development Manager, explained the 60-day time period waiting for someone to purchase the property has passed without a buyer. The City can now go onto the property and look at abatement options. There is a contract with Lostra Engineering in place to perform a structural assessment. She is just waiting for the keys and access from the attorney to begin inspections.

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

Cathy Laughlin, City Planner, explained she and Mr. Calder met with the VA several weeks ago, and toured several city owned properties. This agreement gives them permission to enter onto the property to do their due diligence before coming back with a purchase offer on the property. They are only interested in about 15 acres of the parcel.

Curtis Calder, City Manager, said he has gotten a few calls over the last few days from other federal agencies. They were not aware the VA was looking at other properties. We aren't sure if the VA is looking at this parcel as an option B or if the other parcel they were looking at is off the table.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to approve the Access Agreement between the City of Elko and the 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.**

The motion passed unanimously. (5-0)

- 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

Ms. Laughlin explained the proposed work program.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidtlein, to accept the 2020 Planning Commission Work Program.**

The motion passed unanimously. (5-0)

- 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

Ms. Laughlin explained both of the applicants were present in the audience and available for questions.

Giovanni Puccinelli said he applied for this because he felt it was time to start doing something for the community. He already serves on the Fair Board.

Ken Morgan has been a resident here for 30 years. He is interested in doing something with the city as a volunteer. He is an engineer at the mines and is semi-retired.

Councilman Schmidtlein thanked both for coming forward. It is great to have multiple applicants.

Mayor Keener said this is a tough decision and suggested a coin toss. Heads for Mr. Puccinelli, tails for Mr. Morgan. The toss ended in heads and congratulations to Mr. Puccinelli.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to appoint Giovanni Puccinelli to fill the vacancy on the Planning Commission.**

The motion passed unanimously. (5-0)

PRIOR TO STAFF REPORTS, the City Attorney made the following comments:

Dave Stanton, City Attorney, asked that one item be reconsidered. That would be Item V.C. – the appointment to the Planning Commission. He put some thought into this and he felt the coin toss

was problematic. We have two options: Mr. Morgan can consent to the Council having made the decision that way on the record, or alternatively, he would ask that the Council reconsider that item and consider some of the different criteria and maybe hear more from each of the applicants.

Ken Morgan said he consents to the way Council handled that.

Council thanked him and Mayor Keener said that makes it easier for everyone.

- 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

Michele Rambo, Development Manager, explained this is the second time we have seen this type of amendment. The applicant is present in the audience and he is in agreement with the amount of the bond.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidlein, to approve the First Amendment to the Agreement to Install Improvement and Provide Maintenance Guaranty for Phase 2 of the Tower Hills Subdivision.**

The motion passed unanimously. (5-0)

BREAK

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

Cathy Laughlin, City Planner, explained the vacation request. A copy of the resolution was included in the packet.

Mayor Keener said Mr. Ellison contacted him regarding this some time ago. He has been maintaining the area for many years.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to adopt Resolution No. 28-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- 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

Ms. Laughlin explained some months ago she brought vacations and resolutions for all of the properties along Commercial Street between 5th and 6th, with the exception of this one property because it did not have an encroachment into the right-of-way. With the motion, you directed staff to reach out to the property owner to see if they are interested in the vacation to keep the right-of-way to be continuous from 5th to 6th. The property owner stated they wanted to be included in the vacation of the block.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to adopt Resolution No. 31-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS (Cont.)

- 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

Kelly Wooldridge, City Clerk, explained this is our regular concessionaire agreement. Mr. Elvin was present to answer any questions.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve the request from Bernard Douglas Elvin III, dba Star Meat Services, for concession space No. 4 at the City Park.**

The motion passed unanimously. (5-0)

- 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

Jim Foster, Airport Manager, explained this is the standard T-Hangar agreement.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to approve Hangar (C4, C5, D1 and D2) Lease Agreement with Tree Street Investment Group, Airplane Series, LLC (Matthew Stramel/Manager).**

The motion passed unanimously. (5-0)

- 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

Mr. Foster explained the trust has been trying to sell the hangar and airplane since Mr. Epstein passed away. They finally found a buyer for both.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Hangar (G7) Lease Agreement with Richard Evans.**

The motion passed unanimously. (5-0)

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**

Chief Trouten explained this has taken some time to get to Council because of all the necessary background checks. Everything is good and ready to go. He recommended approval.

Mayor Keener stated with a liquor license comes a great deal of responsibility. He was sure the Chief explained it all to them. He hopes they operate a very successful business down there.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to ratify the Police Chief issuing a 114-day temporary retail liquor license and issue a Regular Retail Liquor License to Greg Chavez, Emily Anderson, Alberto Parra, Cory Vorwaller, and Sydnie Chavez, dba The Stage Door Elko, LLC, located at 303 3rd Street, Elko, Nevada, 89801.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS (Cont.)

- 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

Curtis Calder, City Manager, explained this discussion is assuming we will not change City Code, just the fee. If we were looking to change just the fee, we can handle that in resolution. We are looking at just changing the franchise fee for telecommunications only. This would include the telephone providers, broadband providers and anyone else that would fall under that category. We would also need to decide when the change will be effective. Staff would prefer that the change take place July 1 so the new fees can be included in budget.

Mayor Keener said he has been involved for some time in broadband development in the area. The Governor's Office of Science Innovation and Technology has spent a lot of time working with vendors in the area. We are finally getting interest in this market. Nevada Gold Mines has been very engaged in this effort too. If they are going to make an investment, Mark Bristo said they want the City to have some skin in the game. By skin in the game, we need to have some investment in it. The City can participate in this by rolling back the franchise fees. He is confident that the City will realize the amount of lost revenue with the full build-out of broadband infrastructure.

Councilman Hance asked where is the business impact statement that says the franchise fees are holding back development. He didn't think anything has been done officially. Frontier is a regulated utility and the franchise fee is passed to the customer and included in the bills. By doing this we are putting regulated utilities against private enterprise.

Dave Stanton, City Attorney, said the definition of a telecommunications provider is different in the City Code than it is in the NRS. They are not identical definitions.

Councilman Hance said the non-regulated utilities pays the franchise fees where a regulated utility makes the users pay it. How do we exempt a non-regulated utility using the same infrastructure, vs a regulated utility passing the cost through? He doesn't understand why we have a problem getting competition in this market. This is one of the highest markets for wage in the State of Nevada, yet we can't get providers to come in and run some cable down the alley.

Will Moschetti, 312 Oak Street, said it is hard for him to believe that 2% is a disincentive to a provider. He doesn't think the fees are the issue. We would all be willing to pay an extra \$1 for real internet.

Joe Shelton, Owner of White Cloud Communications, said they have made a large investment in the community and would like to have any assistance to make this happen. They cannot include the franchise fees on the invoice like some competitors can. They appreciate the assistance to make this happen.

Jasen Herr, Operations director for Safelink Internet, stated they are looking to bring in fiber to every house, home and business in Elko and Spring Creek. They cannot add the franchise fee onto their invoices. Anything the City can do to help with the build out will be appreciated.

Mr. Calder said the City has not conducted a business impact statement like we would do if we were raising rates. The Governor's Office of Information Science Technology stated the franchise fee posed a barrier.

Councilman Hance asked for comparisons to other cities. The City does have oversite costs in managing these utilities.

Mr. Calder added that not everybody is at 2%. Frontier was renegotiated recently. The number projected here was based on last fiscal year but we anticipate this going down due to Frontier experiencing heavy losses.

Mayor Keener noted the White Cloud franchise agreement is at 5%.

Councilman Hance thought the fee should not be suspended entirely but reduced to the same amount for everyone. All providers need to be treated the same.

Mayor Keener wanted to look at this as economic development funding. White Cloud has already spent hundreds upon hundreds of thousands of dollars doing engineering studies. Anything we can do to help the process along will be welcome. Nevada Gold Mines has gone to the County and asked for concessions too. They want this for the community.

Councilman Schmidlein said we need to come out of the dark ages and take a risk. He was in favor of reducing the fee.

Councilwoman Simons said the declining revenue will continue to decline. She was sure many people will say that we need to do what it takes to get this done.

Councilman Stone said it has declined and it will only get worse. We need to listen to these folks that are asking for help.

Mr. Calder asked that the percentage to be stated in the motion, and for how many years they want to do it.

Mayor Keener said he was thinking of a suspension of 5 years and then reevaluate it.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to reduce the franchise fees to 0% for a five-year period of time, starting July 1, 2020 to go through until June 30, 2025, for the telecommunication franchise fees only.**

The motion passed unanimously. (5-0)

- 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

Scott Wilkinson, Assistant City Manager, explained he provided a revised First Amendment on the dais (Exhibit "B"). Our code requires conduit to be installed in the ground, or whoever is doing the work in the right-of-ways, on any project that involves 100 feet or more. We have some empty conduit already in the ground, and we did this already on Cedar Street. When the franchise agreement was approved, he informed Council that they would be looking at the possibility of a revocable permit. White Cloud has requested to use some conduit that is in the ground. If this were to be approved by City Council, the next step will be to call the other providers to see if they would also like to include this option in their franchise agreement. He will be looking at amending those agreements.

Joe Shelton, White Cloud Communications, said he is fine with how it was written.

Mayor Keener asked there is the City occupied conduit, and then one that is empty. There were no locators put in. Were you able to identify where that conduit is at?

Mr. Shelton answered they have done some work but will have to do more work to find where it is. They will put locators in.

Councilwoman Simons asked when they will start providing service.

Mr. Shelton answered as quickly as they can. They will begin immediately.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the First Amendment to the Non-Exclusive 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 right-of-ways.**

The motion passed unanimously. (5-0)

- 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

Jim Foster, Airport Manager, explained they are requesting approval to go to advertise. We want to get someone into that restaurant. They have reached out to some individuals that may have an interest. We need to go out to public bid for this rather than just negotiate a concessionaire.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Hance, to authorize staff to solicit bids and negotiate a contract for the Food and Beverage Concession at the Elko Regional Airport. A final Food and Beverage Agreement will be brought back to the City Council for final approval.**

The motion passed unanimously. (5-0)

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

Kelly Wooldridge, City Clerk, explained we will have two positions open on Council. Legal Counsel has reviewed this and it was pointed out to her that City Hall does not need to stay open until 7:00 pm anymore for voter registration. We can close at 5:00 pm or we can close at 7:00 pm.

Mayor Keener thought it should be consistent with what the County Clerk is doing.

Ms. Wooldridge said they close at 5:00 pm and she will change that.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to adopt Resolution No. 1-20, with the 5:00 pm change.**

The motion passed unanimously. (5-0)

- 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

James Wiley, Parks and Recreation Director, explained the Golf Course Financial Committee met on December 16, 2019 and discussed the fees. They have forwarded the revised fees on to Council for approval. They started out the meeting going over financial statistics. There was some advice given to possibly leave the rates the same. He went over the proposed new rates.

Councilman Schmidtlein said we have to go with the recommendation from the Advisory Board. We don't want to raise the rates too high.

Dennis Strickland, resident golfer, said the rates are not a problem up there. He has been playing golf there for many years. He loves that golf course. He doesn't feel welcomed or respected up there anymore. He may not buy a pass this year and golf is his passion. Revenue is going up over the hill and that is because of the way that golf course is managed.

Will Moschetti, Golf Course Financial Advisory Committee, said the fees are very conservative. We cannot operate the golf course as an enterprise fund. He recommended approval of the new fees.

Mr. Wiley said the resolution will not take effect until April 1.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidtlein, to adopt Resolution No. 2-20, amending fees charged for Ruby View Golf Course.**

The motion passed unanimously. (5-0)

VII. PETITIONS, APPEALS, AND COMMUNICATIONS (Cont.)

- 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

Kelly Wooldridge, City Clerk, explained Mr. Elliot was present, as well as, Dale Johnson, Utilities Director, to answer any questions.

Mayor Keener asked if the leak was on the property owner's side.

Dale Johnson, Utilities Director, answered it was on the City side on the owners property, between the City main and the meter pit.

Mayor Keener asked why the claim was denied.

Ms. Wooldridge answered it has been her experience since she started working for the City that a majority of these claims are denied. She did some research. These have come to Council before and Council has approved payment to the property owner.

Councilman Schmidtlein asked when he called the City and the Water Department responded immediately.

Mr. Johnson answered that was correct. The water was running into the basement and into a sump pump. There was some damage to some sheetrock and other things.

Councilman Schmidtlein said in the past we had this in front of Council with Double Dice. We made some decisions regarding that. These are on a case-by-case basis. He is 100% behind supporting reimbursement on work and parts. He wasn't sure we need to reimburse the lost wages. We responded immediately to do the repair.

Steve Elliot, 3457 Valley Ridge Ave., explained he was called at work and had to be brought home. His wife found the leak early. He looked at the sprinkler system but then opened the main valve box and found it full of water. He called the City and they responded. When they were working, he noticed large rocks being pulled out. He also noted the valve should have been put in closer to the sidewalk. The Building Inspector that signed off on the house made mistakes. He was told to file a claim on his homeowners insurance but refused to do so. He lost a lot of money going home that day and staying home the next day.

Mayor Keener thought he was on board with the reimbursement. He cannot see justification for the wages. That is why we get paid time off.

Mr. Elliot said he had a problem with the building inspector and allowing that to pass when the house was built.

Mayor Keener said we cannot answer for something that happened over 20 years ago. We have to deal with the facts that are in front of us right now. We have a claim item here for total repairs of \$1,777.47.

Dave Stanton, City Attorney, said if Council is going to pay on this claim, he asked that it be in exchange for a Release and Hold Harmless.

**** A motion was made by Mayor Keener, seconded by Councilman Schmidtlein, for, with respect to Mr. Elliot's claim, reimbursement in total of \$2,000 with a Release and Hold Harmless agreement signed off.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS (Cont.)

- 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

Curtis Calder, City Manager, explained he has some new information. He heard from Nevada Health Centers just before the meeting. They are very interested in the facility. They cannot enter into a lease agreement with the City because they cannot get private donations to help fund the renovations for it. In order to participate in some sort of a joint effort, they would need to own a part of the facility, such as a condominium arrangement. This would complicate the situation. We can look into this further and get better estimates. If the City stepped away from this, they would look at purchasing the building themselves. Jeff Ford and Cathy Laughlin toured the building and may have some input. We can table this item if Council would like to consider this further.

Councilman Hance asked how did that get orphaned into the property like it did? There doesn't appear to be access.

Cathy Laughlin, City Planner, said they did some research into this when Nevada Health Centers was renovating. There was an access and shared parking agreement. They do have parking and access through the agreement.

Jeff Ford, Building Official, said it is a solid building.

Mayor Keener said if there is a medical purpose for the building, that would be the highest and best use of that building because it has all the specialty plumbing and such needed for a medical building. There would be no interest on our behalf as long as Nevada Health Centers is interested in acquiring it.

NO ACTION

IX. REPORTS

A. Mayor and City Council

Mayor Keener said Happy 2020 to everyone. There was a request for nominations for Senior Citizen of the Year from RSVP and he wondered if that was distributed to staff. He asked Curtis Calder to follow-up on that so we may nominate someone from this area. He thanked Kelly Wooldridge for the candidate filings reminder, which are due tomorrow. He will have face time with the CEO of NV Energy when he is in town for Cowboy Poetry and asked staff to let him know if there was anything he needed to bring to his attention. We have Police Department awards tomorrow at the college at 6:00 p.m.

Councilman Hance mentioned the Polar Plunge coming up March 7. He thought it would be held at the pool again.

B. City Manager – Strategic Planning Session

Curtis Calder said they thought tonight would be the start of the planning session, but because of the long agenda they decided to pick another date. He asked if they prefer to do it before a regular meeting or hold a special meeting?

Councilwoman Simons answered 3:00 pm is super hard. An off meeting Tuesday would be better.

Mr. Calder said Kim Wilkinson will email everyone and plan a meeting. Sales tax came in and we are within ½ % of our budget. We budgeted based on what we would get.

C. Assistant City Manager

Scott Wilkinson reported last year the warming shelter had high attendance, at times there was 18-20 people. The first few days we opened this year we had double-digit attendance but the last few times we have had very low attendance. Some individual check in for the free meal and check out just afterwards. He wasn't sure what is going on with that but they will continue to open the shelter.

D. Utilities Director

Councilman Hance asked regarding the line at 10th and Silver, how far did they go up the pipe this time.

Dale Johnson answered there was 8 feet of 8-inch line replaced.

E. Public Works

Mayor Keener asked if the street light situation has improved.

Dennis Strickland answered they turned in 44 lights and they have already been repaired.

Councilman Stone said great job on the snow removal and he appreciated the pretreatment.

Mr. Strickland said it is too bad the airport cannot use it on the airfield. It has helped out a lot.

F. Airport Manager

Jim Foster said there was a flight cancellation this morning due to a mechanical issue. They were there early this morning and the snow hit hard. The accumulation this year hasn't been the issue, it's the freezing temperatures. Yesterday's storm caused a delay. Those were the only two issues we have had all winter. The new guy has been on the job for about a week. They are still planning on the trip to St. George in the first part of February. They are gearing up for their Part 139 inspection next month. Jeff and Carol at the Airport have stepped up since they have been down a person. The Street Department came and pretreated their roads without asking and that has really helped them out.

G. City Attorney

Dave Stanton spoke about using a deck of cards to make decisions during Council Meetings and why it should not be used.

H. Fire Chief

I. Police Chief

J. City Clerk

K. City Planner

Mayor Keener asked about the NV Energy grant for undergrounding utilities.

Cathy Laughlin answered yes. She and Bob met with NV Energy last week and looked at an alternate route for some lines. They are in the design process now. They didn't say we received the grant but she can't imagine them designing it if we didn't get it or at least in the running for it.

L. Development Manager

M. Financial Services Director

Jan Baum reported there is an IT candidate that will be coming in from California to visit at the end of the month. They just did an update/upgrade to New World on Friday that went smoothly. Last week our main internet was down but there was a back-up we used so we didn't feel it.

N. Parks and Recreation Director

James Wiley reported the Snobowl has been open the last two weekends thanks to the snow. There is a Parks and Recreation Advisory Board meeting scheduled for Thursday. They will be discussing the possibility of a dog park.

Mayor Keener asked that Councilwoman Simons go to the meeting. She said she can't be there. Councilman Stone said he can go.

O. Civil Engineer

P. Building Official

Jeff Ford reported the hotel is finally open for business and Komatsu is almost 100% done.

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: **Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for the purpose of conducting appraisals during the 2020 calendar year, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **15 Minutes**
5. Background Information: **Elko City Code Section 8-1-1 requires the City Manager or designee to compile and submit a List of Appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko, and the City Manager has approved the list. CL**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Planning Department memo dated January 21, 2020 and response from the City Manager.**
9. Recommended Motion: **Move to approve the appraiser list as recommended by the Planning Department to the City Manager**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Manager**
12. Council Action:
13. Agenda Distribution:



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

Memorandum

To: Curtis Calder, City Manager
From: Shelby Archuleta, Planning Technician
Re: 2020 Appraiser List
Date: January 21, 2020

Approved as presented.
Curtis Calder
1/21/20

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

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

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

Lyn C. Norberg
1761 East College Parkway, Suite 111
Carson City, NV 89706
(775) 883-6655
NV1761@aol.com

NV Cert. Gen. Appraiser No. A.0000268-CG

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

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

Julie C. Ott
6170 Ridgeview Court #E
Reno, NV 89519
(775) 827-4550 ext. 101
jco@coa.reno.nv.us

NV Cert. Gen. Appraiser No. A.0000748-CG

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

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

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

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

Samuel K. Ward
106 E. Adams Street #212
Carson City, NV 89706
(775) 885-8822
sward@skwrea.com

NV Cert. Gen. Appraiser No. A.0000123-CG

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

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

William G. Kimmel
1281 Terminal Way #205
Reno, NV 89502
(775) 323-6400
william.kimmel@att.net

NV Cert. Gen. Appraiser No. A.0000004-CG

Daniel A. Leck
408 W. 4th Street
Carson City, NV 89703
(775) 882-8999
dleck64978@aol.com

NV Cert. Gen. Appraiser No. A. 0000043-CG

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

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

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

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

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

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

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

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

James A Fogelberg
242 Courtney Lane
Reno, NV 89523
(775) 722-0508
Jim.fogelberg@mac.com

NV Cert. Gen. Appraiser No. A. 0004135-CG

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

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

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

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

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

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

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

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

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

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

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

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

Shelli L. Lowe
8367 W Flamingo Rd STE 200
Las Vegas, NV 89147
(702) 869-0442
slowe@irr.com

NV Cert. Gen. Appraiser No. A. 0000105-CG

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Elko Sports Complex Phase 1 Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their April 10, 2018 meeting, Council awarded the Sports Complex Phase 1 Project to Granite Construction in the amount of \$6,781,516.66. There were fourteen monetary Change Orders during construction that resulted in a combined additional cost of \$160,122.40. There were also seventeen changes to quantities of bid items, which resulted in a combined savings of \$43,804.00. The final cost of the project was \$6,897,835.06. This project was substantially completed on October 17, 2019. Final punch list items and final billing have since been completed. BT**
6. Budget Information:

Appropriation Required: \$6,897,835.06
Budget amount available: \$6,950,000.00
Fund name: Sports Complex / Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Change orders and final billing quantities**
9. Recommended Motion: **Approve final acceptance of the Elko Sports Complex Phase 1 Project by Granite Construction in the amount of \$6,897,835.06.**
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
Actual Construction Quantity Tabulation
FOR
Sports Complex
January 21, 2020

NAME
ADDRESS
CITY, STATE
PHONE

Granite Construction Co.
1900 Glendale Ave
Sparks, NV 89431
775-530-8034

<u>Bid Item No.</u>	<u>Item No.</u>	<u>Description of Work</u>	<u>Bid Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL BID AMOUNT</u>	<u>FINAL QUANTITY</u>	<u>FINAL AMOUNT</u>	<u>CHANGE</u>
		CLEARING EARTHWORK							
1	337.01200	Mobilization @ _____ Per Lump Sum	1	LS	\$445,350.00	\$ 445,350.00	1	\$445,350.00	\$0.00
2	City Standard	SWPPP - Includes 10'X10' basin below existing storm water outflow pipe includes filter fence around soil and fill stockpile areas. @ _____ Per Lump Sum.	1	LS	\$180,000.00	\$ 180,000.00	1	\$180,000.00	\$0.00
3	300	Site Cleaning, Grubbing to be stockpiled on site in future phase area, concrete and other manmade debris to be removed from the site., Concrete curb cutting/removal covered in Civil Bid schedule, Includes clearing wetland/restoration area @ _____ Per Acre	61.12	Acres	\$1,500.00	\$ 91,680.00	61.12	\$91,680.00	\$0.00
4	31.2316	Topsoil Stripping and Stockpile 6" depth Includes wetland/restoration area includes future work areas Includes fine grading of landscape areas @ _____ Per Acre.	61.12	Acres	\$2,300.00	\$ 140,576.00	61.12	\$140,576.00	\$0.00
5	31.2316	Topsoil Placement Includes wetland/restoration area, future work areas, fine grading of landscape areas, lawn inside and outside of ball fields. @ _____ per Cubic Yard.	19,451	Cubic Yards	\$6.00	\$ 116,706.00	19,451	\$116,706.00	\$0.00

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6	303.00	Excavation and Rough Grading Includes wetland & restoration cut (approx. 40,000 yards) Includes stockpile of excess fill material (approx. 20,000 yards) @ _____ per Cubic Yards	158,702	Cubic Yards	\$7.00	\$ 1,110,914.00	158,702	\$1,110,914.00	\$0.00

ELECTRICAL UTILITIES

7	Section E	Electrical Service Connection, include transformer and concrete pad, metering gear, conduit and pull boxes from Bullion Road to transformer, and conduit and pull boxes from transformer to building. @ _____ per Lump Sum.	1	LS	\$120,000.00	\$ 120,000.00	1	\$120,000.00	\$0.00
8	Section E	Parking Lot Lighting Conduit Includes N-9 Junction Box and 2 conduit runs with pull strings, to future building for future parking lot light per Addendum #2. Includes trenching backfill, compaction @ _____ per lump Sum	1	LS	\$8,600.00	\$ 8,600.00	1	\$8,600.00	\$0.00
9	Section E	(P-1) Parking Lot Lighting - Removed from this bid			\$0.00	\$ -			
10	Section E	(R-1) Roadway Lighting Removed from this bid			\$0.00	\$ -			
11	Section E	(W-1) Walkway Lighting- Includes pole base, conduit, conductor, junction box, and pole, per plan. Includes trenching, backfill, compaction @ _____ per Each.	8	Each	\$7,200.00	\$ 57,600.00	8	\$57,600.00	\$0.00
12	Section E	(R-1) Roadway Lighting (Pole Base Only) Includes pole base, conduit & pull string, junction box Includes trenching, backfill, compaction @ _____ per Each.	4	Each	\$5,400.00	\$ 21,600.00	4	\$21,600.00	\$0.00

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13	Section E	Scoreboard Power - Includes conduit, conductor junction box and connection to scoreboard- Includes trenching, backfill, compaction @ _____per Lump Sum.	1	LS	\$18,500.00	\$ 18,500.00	1	\$18,500.00	\$0.00
14	Section E	Irrigation Pump Station Power - Includes conduit, conductor junction box Includes trenching, backfill, compaction @ _____per Lump Sum.	1	LS	\$6,700.00	\$ 6,700.00	1	\$6,700.00	\$0.00
15	Section E	Flagpole Lighting Conduit- Includes conduit, pull strings, junction box, No conductor, no fixtures. Includes trenching, backfill, compaction @ _____per Lump Sum	1	LS	\$6,400.00	\$ 6,400.00	1	\$6,400.00	\$0.00
16	Section E	Sports Lighting Components - Includes conduit, pull strings, junction boxes, no conductor. Includes trenching, backfill, and compaction @ _____per Each.	15	Each	\$3,200.00	\$ 48,000.00	15	\$48,000.00	\$0.00

SITE CONCRETE /ASPHALT (EXCLUDING ROADS OR PARKING LOT)

17	Per Detail	6' Precast Concrete Fence - Includes grading, footings for posts and aggregate base @ _____per Lineal Foot	1950	LF	\$125.00	\$ 243,750.00	1,950	\$243,750.00	\$0.00
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PLANTING AND MULCH (EXCLUDES PLAYING FIELDS)

18	32.9113.16	Rock Mulch in Drain Channel: 3"-6" Cobble 8" Depth @ _____per Cubic Yard.	150	CY	\$250.00	\$ 37,500.00	150	\$37,500.00	\$0.00
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IRRIGATION (EXCLUDES PLAYING FIELDS)

19	32.8423	Water Source to Wetlands 2" PVC pipe and valve @ _____per Lineal Foot	700	LF	\$12.00	\$ 8,400.00	1,176	\$14,112.00	\$5,712.00
20	32.8423	Mainline Irrigation Installation Includes connection to pump station, mainline, communication wire, control valves, isolation valves, quick coupler valves, and associated equipment as shown on the LI sheets. @ _____per Lump Sum.	1	LS	\$275,000.00	\$ 275,000.00	1	\$275,000.00	\$0.00
21	-	12" Ø reuse water line from point of connection includes trenching and compaction @ _____per Lineal Foot.	250	LF	\$97.00	\$ 24,250.00	250	\$24,250.00	\$0.00
22	Per Detail	Pump Station Includes engineered shop drawings by vendor Includes offloading and set station, 10" Ø reuse line, connection to power stub, start up and testing includes concrete pad and cabinet as specified. @ _____per Lump Sum.	1	LS	\$200,000.00	\$ 200,000.00	1	\$200,000.00	\$0.00

WETLAND MITIGATION AND RESTORATION AREA

23	32.9260	Wetland Seed Mix Hydro-mulch @ _____per Acre.	4.9	Acres	\$5,400.00	\$ 26,460.00	4.9	\$26,460.00	\$0.00
24	32.9260	Upland Seed Mix Hydro-mulch @ _____per Acres	5.1	Acres	\$4,400.00	\$ 22,440.00	5.1	\$22,440.00	\$0.00
25	32.9260	Transition Seed Mix Hydro-mulch @ _____per Acre.	1.5	Acres	\$4,800.00	\$ 7,200.00	1.5	\$7,200.00	\$0.00
26	32.9000	Deciduous Trees: 1" Caliper Furnish and install trees per plan and specification @ _____per Each.	141	Each	\$470.00	\$ 66,270.00	141	\$66,270.00	\$0.00

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27	32.9000	Shrubs: 1 Gallon - Furnish and install shrubs per plan and specification @ _____per Each.	300	Each	\$92.00	\$ 27,600.00	300	\$27,600.00	\$0.00
28	32.9000	Willow Whips - Furnish and install willow whips per plan and specification @ _____per Each	3900	Each	\$4.50	\$ 17,550.00	3,900	\$17,550.00	\$0.00
29	32.9000	Sedge and Rush Seedlings - Furnish and install wetland seedlings per plan and specification @ _____per Each.	54,200	Each	\$5.00	\$ 271,000.00	25,000	\$125,000.00	-\$146,000.00

CIVIL WORK

30	303-0100	Grading of 2' Depth Drainage Ditch @ _____per 100 Feet.	9	STA (100')	\$900.00	\$ 8,100.00	9	\$8,100.00	\$0.00
31	303-0200	Grading of 4' Depth Drainage Ditch @ _____per 100 Feet.	6	STA (100')	\$1,300.00	\$ 7,800.00	6	\$7,800.00	\$0.00
32	306-0001	18" Drainage junction structures @ _____Each.	1	Each	\$4,400.00	\$ 4,400.00	1	\$4,400.00	\$0.00
33	306-0002	24" Drainage Junction structures @ _____per Each	7	Each	\$4,800.00	\$ 33,600.00	8	\$38,400.00	\$4,800.00
34	306-0100	6 inch dia. Corrugated PP N-12 storm drain @ _____Per Lineal Foot.	140	LF	\$77.00	\$ 10,780.00	140	\$10,780.00	\$0.00
35	306-0200	10"dia. Corrugated PP N-12 storm drain pipe @ _____per Lineal Foot.	245	LF	\$90.00	\$ 22,050.00	486	\$43,740.00	\$21,690.00
36	306-0300	12 inch dia. Corrugated PP N-12 storm drain pipe @ _____per Lineal Foot	40	LF	\$110.00	\$ 4,400.00	347	\$38,170.00	\$33,770.00
37	306-0301	18" Dia. Corrugated PP N-12 storm drain pipe @ _____per Line Foot.	990	LF	\$95.00	\$ 94,050.00	1,048	\$99,560.00	\$5,510.00
38	306-0400	24" dia. Corrugated PP N-12 Storm drain pipe @ _____Lineal Foot.	840	LF	\$115.00	\$ 96,600.00	1,055	\$121,325.00	\$24,725.00

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39	306-0500	30" dia. Corrugated PP N -12 storm drain @ _____per Lineal Foot.	330	LF	\$145.00	\$ 47,850.00	374	\$54,230.00	\$6,380.00
40	306-0600	42" dia. Corrugated PP N-12 storm drain @ _____per Lineal Foot.	950	LF	\$215.00	\$ 204,250.00	942	\$202,530.00	-\$1,720.00
41	306-0700	48" dia. Corrugated PP N-12 storm drain @ _____per Lineal Foot.	540	LF	\$250.00	\$ 135,000.00	540	\$135,000.00	\$0.00
42	306-0800	Concession & Field drainage inlets @ _____per Each.	6	Each	\$2,900.00	\$ 17,400.00	7	\$20,300.00	\$2,900.00
43	305-0100	Grading Fill - Berms @ _____per Cubic Yards.	30	CY	\$170.00	\$ 5,100.00	30	\$5,100.00	\$0.00
44	305-0200	Rock Riprap inlet and outlet Protection @ _____per Square Yard.	130	SY	\$90.00	\$ 11,700.00	160	\$14,400.00	\$2,700.00
45	305-0300	Grouted Riprap @ _____per Square Yard.	300	SY	\$130.00	\$ 39,000.00	300	\$39,000.00	\$0.00
46	323-0200	Type 4R drainage inlet @ _____per Each	4	Each	\$4,800.00	\$ 19,200.00	4	\$19,200.00	\$0.00
47	323-0300	60" dia. Storm Drain Manholes @ _____per Each	5	Each	\$9,300.00	\$ 46,500.00	5	\$46,500.00	\$0.00
48	323-0400	48" dia. Sanitary Sewer Manholes @ _____per Each.	7	Each	\$6,900.00	\$ 48,300.00	6	\$41,400.00	-\$6,900.00
49	306-0700	12" dia. PVC SDR-35 Sanitary Sewer Pipe @ _____per Lineal Foot.	2,035	LF	\$88.00	\$ 179,080.00	2,030	\$178,640.00	-\$440.00
50	306-0800	8" dia. PVC SDR-35 Sanitary Sewer Service Pipe @ _____per Lineal Foot.	50	LF	\$80.00	\$ 4,000.00	40	\$3,200.00	-\$800.00
51	307-0100	12" AWWA C900 Class 150 SDR 18 PVC Pressure Pipe @ _____per Lineal Foot.	2,115	LF	\$115.00	\$ 243,225.00	2,112	\$242,880.00	-\$345.00

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52	307-0200	Cut 12" line, cap 12" line & remove valve box @ _____ per Lump Sum.	1	LS	\$4,600.00	\$ 4,600.00	1	\$4,600.00	\$0.00
53	307-0600	2" Backflow Prevention Assembly @ _____ per Each.	1		\$6,800.00	\$ 6,800.00	1	\$6,800.00	\$0.00
54	307-1000	2" ips, 200 psi Polly Water Service Line (includes tap) @ _____ per Lineal Foot.	460	LF	\$63.00	\$ 28,980.00	438	\$27,594.00	-\$1,386.00
55	307-1100	6" AWWA C900 Fire Service Line @ _____ per Lineal Foot.	50	LF	\$140.00	\$ 7,000.00	50	\$7,000.00	\$0.00
56	307-1200	Fire Hydrant Assembly (includes 1 6" GV) @ _____ per Each.	2	Each	\$12,000.00	\$ 24,000.00	2	\$24,000.00	\$0.00
57	307-1300	Special Construction Utility crossing(s) @ _____ per Each.	8	Each	\$3,800.00	\$ 30,400.00	8	\$30,400.00	\$0.00
58		Remove and dispose of 12" diameter water main @ _____ per Lineal Foot.	1,000	LF	\$16.00	\$ 16,000.00	1,350	\$21,600.00	\$5,600.00
59		Construction 5'x5' drainage structure as shown on sheet C-10 and detail 4 on sheet C-24 @ _____ Per Each	1	Each	\$10,800.00	\$ 10,800.00	1	\$10,800.00	\$0.00
Total Base Bids						<u>\$ 5,011,011.00</u>		\$4,967,207.00	-\$43,804.00

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ALTERNATES

ADDITIVE ALTERNATE #1

1	Sports Light Plans	Sports Light Poles and precast pole bases (owner provided poles and control equipment)-Install per light pole provider specifications @ _____per Each	15	EA	\$13,500.00	\$ 202,500.00	15	\$202,500.00	\$0.00
Total Additive Alternate #1						\$ 202,500.00		\$202,500.00	

ADDITIVE ALTERNATE #2

1	Section E	Sports Field Lighting (wire only)-Includes installation of conductor for sports light fixtures @ _____per Lump Sum	1	LS	\$27,500.00	\$ 27,500.00	1	\$27,500.00	\$0.00
Total Additive Alternate #2						\$ 27,500.00		\$27,500.00	

ADDITIVE ALTERNATE #3 - 1 ~ 250' PLAYING (NATURAL GRASS)

1	Section C	Fine Grading @ _____per Square Foot.	102,465	SF	\$0.08	\$ 8,197.20	102,456	\$8,197.20	\$0.00
2	Section C	Infield Mix Compacted, in place. Includes fine grading of subgrade @ _____per Square Foot	47,173	SF	\$10.65	\$ 502,392.45	47,173	\$502,392.45	\$0.00
3	Section C	Warning Track Mix Compacted, in place @ _____per Square Foot	27,808	SF	\$6.44	\$ 179,083.52	27,808	\$179,083.52	\$0.00

NAME
ADDRESS
CITY, STATE
PHONE

Granite Construction Co.
1900 Glendale Ave
Sparks, NV 89431
775-530-8034

<u>Bid Item No.</u>	<u>Item No.</u>	<u>Description of Work</u>	<u>Bid Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL BID AMOUNT</u>	<u>FINAL QUANTITY</u>	<u>FINAL AMOUNT</u>	<u>CHANGE</u>
4	Section C	Dugout Includes fencing, roof, concrete pad, bench, and associated equipment @ _____per Each	4	EA	\$31,500.00	\$ 126,000.00	4	\$126,000.00	\$0.00
5	Section C	Bullpen Mound @ _____per Each	4	EA	\$5,300.00	\$ 21,200.00	4	\$21,200.00	\$0.00
6	Section C	Irrigation includes field mainlines, control valves, communication wire, isolation valves, laterals, head, and associated equipment as shown on the SR sheets @ _____per Square Foot	64,585	SF	\$1.96	\$ 126,586.60	64,585	\$126,586.60	\$0.00
7	Section C	Backstop Fencing Per detail 1, sheet SR 609 @ _____per Each	2	EA	\$42,000.00	\$ 84,000.00	2	\$84,000.00	\$0.00
8	Section C	Sports Equipment Includes bases, base anchors, home plates, and foul poles. (Pitching mounds are owner provided) @ _____per field	2	Fields	\$9,500.00	\$ 19,000.00	2	\$19,000.00	\$0.00
9	Section C	Bullpen Fencing Includes all fencing from the dugout to the far end of the bullpen, per detail 1, sheet SR 608. @ _____per Each.	4	EA	\$14,500.00	\$ 58,000.00	4	\$58,000.00	\$0.00
Total Additive Alternate #3						\$ 1,124,459.77		\$1,124,459.77	\$0.00

NAME
ADDRESS
CITY, STATE
PHONE

Granite Construction Co.
1900 Glendale Ave
Sparks, NV 89431
775-530-8034

<u>Bid Item No.</u>	<u>Item No.</u>	<u>Description of Work</u>	<u>Bid Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>TOTAL BID AMOUNT</u>	<u>FINAL QUANTITY</u>	<u>FINAL AMOUNT</u>	<u>CHANGE</u>
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ADDITIVE ALTERNATE #4

1 - 250' PLAYING FIELD (NATURAL GRASS)

1	Section C	Fine Grading @ _____ per Square Foot.	63,855	SF	\$0.09	\$ 5,746.95	63,855	\$5,746.95	\$0.00
2	Section C	Infield Mix Compacted, in place. Includes fine grading of subgrade @ _____ per Square Foot	13,842	SF	\$10.65	\$ 147,417.30	13,842	\$147,417.30	\$0.00
3	Section C	Warning Track Mix Compacted, in place @ _____ per Square Foot	9,142	SF	\$6.44	\$ 58,874.48	9,142	\$58,874.48	\$0.00
4	Section C	Dugout Includes fencing, roof, concrete pad, bench, and associated equipment @ _____ per Each	2	EA	\$31,500.00	\$ 63,000.00	2	\$63,000.00	\$0.00
5	Section C	Irrigation includes field mainlines, control valves, communication wire, isolation valves, laterals, head, and	40,871	SF	\$1.96	\$ 80,107.16	40,871	\$80,107.16	\$0.00
6	Section C	Bullpen Mound @ _____ per Each	2	EA	\$4,700.00	\$ 9,400.00	2	\$9,400.00	\$0.00
7	Section C	Sports Equipment Includes bases, base anchors, home plates, and foul poles. (Pitching mounds are owner provided) @ _____ per field	1	Field	\$9,500.00	\$ 9,500.00	1	\$9,500.00	\$0.00
8	Section C	Backstop Fencing Per detail 1, sheet SR 609 @ _____ per Lump Sum	1	LS	\$42,000.00	\$ 42,000.00	1	\$42,000.00	\$0.00
Total Additive Alternate #4						Correct amount \$ 416,045.89		\$416,045.89	0

Total Base Bid with Alternates

\$ 6,781,516.66

TOTAL ALTERNATES

\$1,770,505.66

TOTAL CHANGE ORDERS

\$160,122.40

TOTAL PROJECT COST

\$6,897,835.06

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

Project: Sports Complex - Phase 1

Contractor: Granite Construction Company

Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: 8/15/18

Owners Project #: _____

ARRA #: _____

Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Groundwater Contract Day Extension

ADDITIONS

Granite Construction has requested 24 additional contract days due to the severity of the ground water encountered during construction of the underground utilities.

Change In Contract Price

Original Contract Price

\$6,781,516.66

Net Increase or Decrease in Contract Price

\$0.00

New Contract Price with all Change Orders

\$6,781,516.66

Change In Contract Time

Original Contract Time

240 DAYS

Net Increase or Decrease in Days

24 DAY INCREASE

New Contract Time with all Change Orders

264 DAYS

Recommended:

Engineer

Approved:

City of Elko

Council Approval 08/14/18

Approved:

Contractor

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

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: August 15, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Change from Bedding Sand to Bedding Stone

CHANGES

Granite Construction has requested to use a drain rock that nearly matches the specifications for Class C backfill, in place of the bedding sand for the remainder of the storm drain construction. This results in a reduction in material costs in the amount of \$11,276.30

Change In Contract Price

Original Contract Price

\$6,781,516.66

Net Increase or Decrease in Contract Price

-\$11,276.30

New Contract Price with all Change Orders

\$6,770,240.36

Change In Contract Time

Original Contract Time

240 DAYS

Net Increase or Decrease in Days

0

New Contract Time with all Change Orders

264 DAYS

Recommended:

Engineer

Approved:

City of Elko

Approved:

Contractor

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

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: August 16, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Overexcavation of Sewer Pipe Bedding

CHANGES


Unsuitable material has been encountered below the pipe bedding for the sewer construction. It has been agreed that the material should be over excavated until a firm bedding material is encountered. Unsuitable material will be replaced with clean rock that ranges in size from 2" to 6". Pricing for over excavation at different depths is shown below.

Depth	Cost per Lineal Foot
1 ft	\$23
1.5 ft	\$29
2 ft	\$35
2.5 ft	\$41
3 ft	\$46

Any unsuitable material encountered will be brought to the attention of the City prior to commencement of over excavation. The total dollar amount approved by this change order is \$9,000, but the actual paid amount will be determined by the lineal footage and depth of the over excavation.

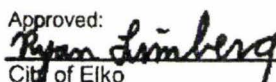
Change In Contract Price

Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$9,000.00
Net Increase or Decrease in Contract Price
-\$2,276.30
New Contract Price with all Change Orders
\$6,779,240.36

Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
24
New Contract Time with all Change Orders
264 DAYS

Approved: 
City of Elko

Approved: 
Contractor

**Actual quantity used during construction was 110 LF
at 2.5 ft deep, resulting in an actual cost of \$4,510.00
BT 1/21/20**

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

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: August 23, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Modification of Drainage Outlet at the River

CHANGES

For esthetic purposes, it has been decided to modify the drainage outlet at the river by the Erricart Bridge. Instead of the broken concrete chunks being placed as rip-rap at this location, the contractor will place about ten large rocks in the channel, pour concrete around the rocks and up the sides of the channel, 8" thick, in such a manner that the rocks stick up above the concrete to dissipate the energy of the outflow from the onsite storm drain.

The cost of construction of the concrete outfall is \$5,730. The savings in the reduced quantity of broken concrete rip-rap is \$4,230 (47 SY at \$90 per SY, bid item #44). Therefore, the total added cost of this change is \$1,500.

Change In Contract Price

Original Contract Price

\$6,781,516.86

Change In Contract Price by this Change Order

\$1,500.00

Net Increase or Decrease In Contract Price

-\$776.30

New Contract Price with all Change Orders

\$6,780,740.36

Recommended:

Engineer

Change In Contract Time

Original Contract Time

240 DAYS

Change In Contract Time by this Change Order

0

Net Increase or Decrease In Days

24

New Contract Time with all Change Orders

264 DAYS

Approved:

City of Elko

Approved:

Contractor

After further discussions between the City and Contractor, it has been determined that this proposed change would not have replaced the rip-rap as required by the design. This change order is therefore void, and the work will not be performed.

Approved

City of Elko

Approved

Contractor

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 5

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: September 28, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

ADDITIONAL STUB FROM SEWER MANHOLE 2E TO PROJECT SOUTHERLY ALONG ERRECART BOULEVARD

CHANGES

Core manhole base to allow for extra stub Construct 2' stub out for future extension of the sewer main.


Change In Contract Price

Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$1,300.00
Net Increase or Decrease in Contract Price
\$523.70
New Contract Price with all Change Orders
\$6,782,040.36

Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
24
New Contract Time with all Change Orders
264 DAYS

Approved: 
City of Elko

Approved: 
Contractor

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 6

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: October 8, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

RELOCATE 12" STORM DRAIN AT CONFLICT WITH BULLPEN ON FIELD 2

CHANGES

Remove existing 12" diameter storm drain and construct 128 LF of 12" storm drain to avoid dugout fence on field #2. Unit price = \$115/LF. Total cost of change is \$14,720, and includes the necessary elbows and fittings.

Change In Contract Price


Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$14,720.00
Net Increase or Decrease in Contract Price
\$15,243.70
New Contract Price with all Change Orders
\$6,796,760.36

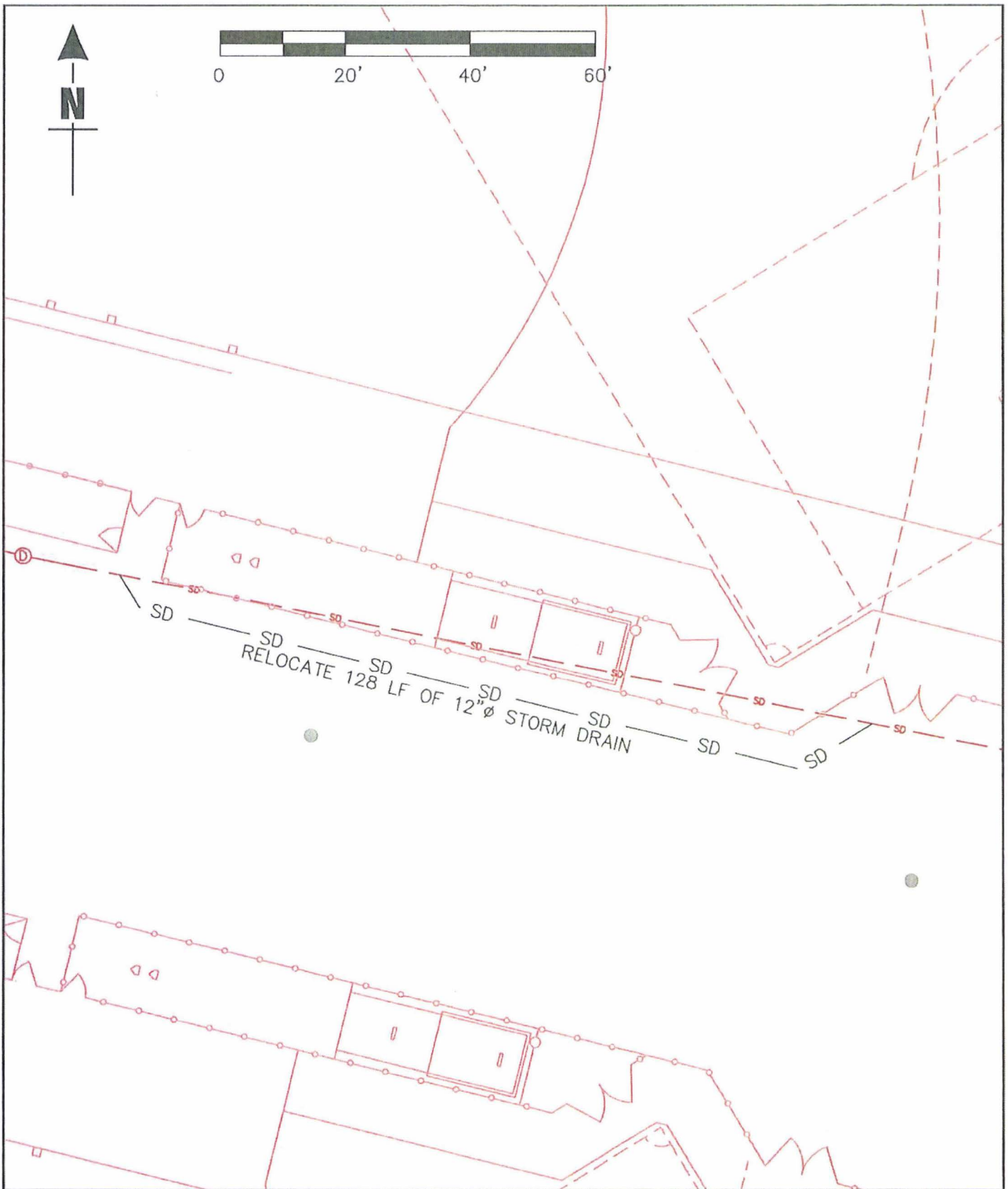
Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
24
New Contract Time with all Change Orders
264 DAYS

Approved: 
City of Elko

Approved: 
Contractor



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE
HORZ 1"=20'
VERT NONE

**SPORTS COMPLEX
STORM DRAIN RELOCATION**

DESIGNED BY BT
DRAWN BY ACAD 2017
CHECKED BY BT
DATE 9/28/2018

SHEET
1

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 7

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: October 25, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Construct Drainage Swales

CHANGES


Construct drainage swales throughout the future fields from 3 low points, to allow water to drain freely.
Proposed Swales are shown on the attached exhibit. The agreed cost of the additional work is \$5,000.

Change In Contract Price


Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$5,000.00
Net Increase or Decrease in Contract Price
\$14,253.70
New Contract Price with all Change Orders
\$6,795,770.36

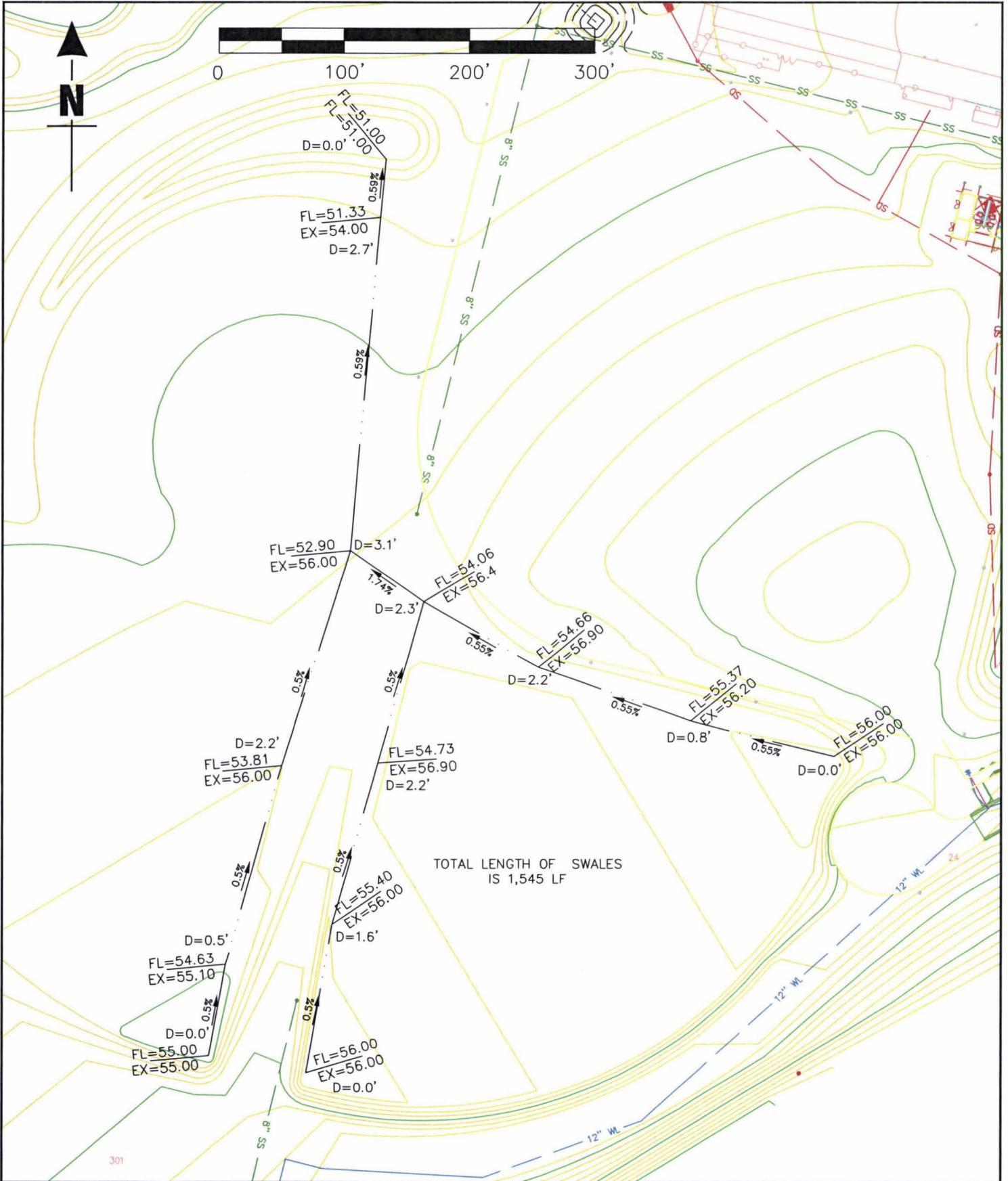
Change In Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
24
New Contract Time with all Change Orders
264 DAYS

Recommended: 
Engineer

Approved: 
City of Elko

Approved: 
Contractor



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE
HORIZ 1"=100'
VERT NONE

SPORTS COMPLEX
PROPOSED ADDED
DRAINAGE SWALES

DESIGNED BY BT
DRAWN BY ACAD 2017
CHECKED BY BT
DATE 10/12/2018

SHEET
1

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 8

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: November 20, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Change Electric Manhole

CHANGES

The electric manhole specified in the project specifications is being replaced with a 30" x 17" concrete pullbox.
This results in a reduced cost of \$2,597.00

Change In Contract Price


Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
-\$2,597.00
Net Increase or Decrease in Contract Price
\$11,656.70
New Contract Price with all Change Orders
\$6,793,173.36

Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
24
New Contract Time with all Change Orders
264 DAYS

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: Unlimited

November 19, 2018

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

RE: Sports Lighting Foundations

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is a breakdown of our bid.

ITEM	DESCRIPTION	QTY	UNT	UNIT PRICE	TOTAL
1	Main power feeder manhole swap to pull box	1.00	LS	\$ (2,597.00)	-\$2,597.00
TOTAL BID PRICE					-\$2,597.00

BID RESPONSE SPECIAL CONDITIONS AND/OR CLARIFICATIONS

1. Mutually agreeable commercial and legal contract terms will be negotiated with Owner.
2. We reserve the right to adjust our pricing based on final approved plans and/or permits.
3. Price is based on acceptance of this bid within thirty (30) calendar days.

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, 8 hour per day schedule.
3. Pricing includes the deduct of the original manhole purchase and the new purchase of a pull box.

EXCLUSIONS

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

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 842-9443, or e-mail me at shawn.st.jacques@gcinc.com.

Sincerely,

GRANITE CONSTRUCTION COMPANY



Bob Thibault
November 19, 2018
Page 2

Shawn St. Jacques
Project Manager
Nevada Region



QUANTUM ELECTRIC, LLC

1070 SILVER STREET
ELKO, NEVADA 89801

PHONE: (775) 777-2000
FAX: (775) 777-2265
quantumelectric@frontiernet.net

DBA: QUANTUM RESOURCES, INC.

TO: Granite Construction

DATE: 11/19/18

ATTN: Shawn St. Jacques

RE: Elko Sports Complex Manhole Credit

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- Credit for 4'x4' manhole.
- Charge for supply of new 30"x17" concrete pullbox.

EXCLUSIONS: Items **not** included under this proposal.

- Any permit fees.

State of Nevada Contractors License No.: 0043915

Lump Sum Price: -\$2, 597.00 (-Two Thousand Five Hundred Ninety Seven Dollars).

OFFERED BY: Joe Curry ACCEPTED BY: _____ DATE: _____

Joe Curry

Electrical Construction Manager / **VOID IF NOT ACCEPTED WITHIN 30 DAYS**

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 9

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: November 21, 2018
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Sports Lighting Modifications

CHANGES

The base of the light poles will be change to a spread footing designed by Shanks Enterprises Inc, dated 1/18/2018. The costs for this change are broken down on the attached memo, and total \$72,489.00

Change In Contract Price

Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$72,489.00
Net Increase or Decrease in Contract Price
\$84,145.70
New Contract Price with all Change Orders
\$6,865,662.36

Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
28
Net Increase or Decrease in Days
52
New Contract Time with all Change Orders
292

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

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NV License #8079
License: Unlimited

November 20, 2018

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

RE: Sports Lighting Foundations

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is a breakdown of our bid.

ITEM DESCRIPTION	QTY	UNT	UNIT PRICE	TOTAL
1 Sports Light Foundation Design Change	1.00	LS	\$72,489.00	\$72,489.00
TOTAL BID PRICE				\$72,489.00

BID RESPONSE SPECIAL CONDITIONS AND/OR CLARIFICATIONS

1. Mutually agreeable commercial and legal contract terms will be negotiated with Owner.
2. We reserve the right to adjust our pricing based on final approved plans and/or permits.
3. Price is based on acceptance of this bid within thirty (30) calendar days.
4. Breakdown of costs is included in the package.
 - a. Items Not Listed:
 - i. Quantum Markup – 0%
 - ii. Granite Markup – 0%
5. Proposal assumes that 28 Calendar days will be added to the contract for this work. This includes 2 weeks of installation and another 2 weeks of cure time before setting posts.

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, 8 hour per day schedule.
3. Includes cost difference between spread footing and column footing for large pole bases.
4. Includes cost difference between spread footing and column footing for small pole bases.
5. Includes cost for grouting exterior of the CMP per Geotechnical engineers' recommendations.

EXCLUSIONS

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



Bob Thibault
November 20, 2018
Page 2

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 842-9443, or e-mail me at shawn.st.jacques@gcinc.com.

Sincerely,

GRANITE CONSTRUCTION COMPANY

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

Shawn St. Jacques
Project Manager
Nevada Region

Remaining contract balance owed for light pole bases \$60,645.00 which leaves \$4,043.00 remaining for each light (total 15) per bid design.

Cost breakdown for small sports light changes

- Excavate and backfill per spread footing details (includes importing any structural fill if needed).
- Rebar is 1,113 lbs. for each foundation.
- concrete 8 yds for each foundation.
- Labor and extra material per base \$7,729.00
- Minus the remaining balance yet to bill \$4,043.00 per original design.
- **Adjusted light poles change order balance \$3,686.00 8 each.**
 - **Total \$29,488.00**

Cost breakdown for large sports light changes

- Excavate and backfill per spread footing details (includes importing any structural fill if needed).
- Rebar is 1,613 lbs. for each foundation.
- concrete 13 yds for each foundation.
- Labor and extra material per base \$8,610.00
- Minus the remaining balance yet to bill \$4,043.00 per original design.
- **Adjusted light poles change order balance \$4,567.00 7 each.**
 - **Total \$31,969.00**

Cost breakdown for grouting the exterior of CMP

- Grout around CMP was estimated at 3 yards per base.
- Supply grout pump and manpower to grout around CMP.
- **Labor and material per yard of grout \$245.15 per yard.**
 - **Total \$11,032.00**

- **Grand Total \$ 72,489.00**

- Savings from Element \$4,680.00

Element takes on the following cost for structural fill

- Estimated 60 yds of structural fill per large hole: Material and trucking = \$1,065.00/each at our cost with no markup. \$7,455.00
- Estimated 56 yds of structural fill per small hole: Material and trucking = \$963.00/each at our cost with no markup. \$7,704.00

Total direct cost Element takes on for structural fill if no soil on site can be reconditioned and reused: \$15,159.00

After thoughtful consideration of our proposal it is not feasible for Element Construction to adjust or consume any further cost pertaining to this scope of work.

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 10

Project: Sports Complex - Phase 1

Contractor: Granite Construction Company

Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: June 19, 2019

Owners Project #: _____

ARRA #: _____

Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Additional Valves at Pump House

CHANGES

Add a 10" gate valve and a 2" manual drain valve on the reuse irrigation main, just upstream of the pump house. The additional cost of this work will be \$6,181.00

Change In Contract Price

Original Contract Price
\$6,781,516.66

Change in Contract Price by this Change Order
\$6,181.00

Net Increase or Decrease in Contract Price
\$90,326.70

New Contract Price with all Change Orders
\$6,871,843.36

Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS

Change in Contract Time by this Change Order
0

Net Increase or Decrease in Days
52

New Contract Time with all Change Orders
292

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

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NV License #8079
License: Unlimited

June 14, 2019

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

RE: Additional gate valve and drain on irrigation line.

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is our pricing for the additional gate valve and drain at the pump house.

ITEM	DESCRIPTION	QTY	UNT	UNIT PRICE	TOTAL
1	10" Gate Valve and Drain	1.00	LS	\$ 6,181.00	\$6,181.00
TOTAL BID PRICE					\$6,181.00

BID RESPONSE SPECIAL CONDITIONS AND/OR CLARIFICATIONS

1. Mutually agreeable commercial and legal contract terms will be negotiated with Owner.
2. We reserve the right to adjust our pricing based on final approved plans and/or permits.
3. Pricing based upon attached drawing and includes one (1) 10" gate valve, tee and associated fittings to install 2" drain and 4 sq. ft vault.
4. Price is based on acceptance of this bid within thirty (30) calendar days.

EXCLUSIONS

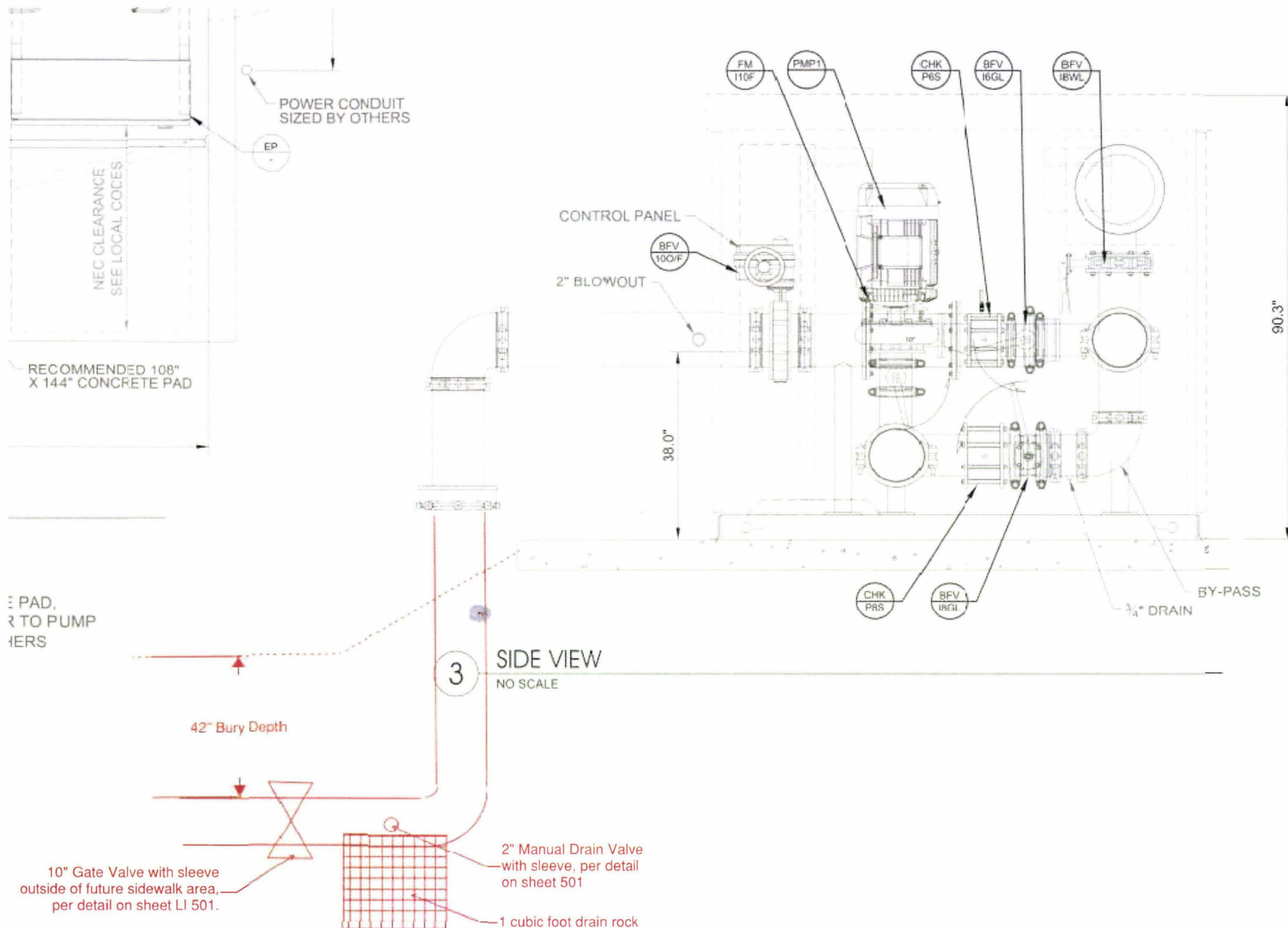
1. We exclude all bonds, professional engineering services, survey, permits, testing, as-built drawings, and any utility fees.

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 842-3305, or e-mail me at nate.johnston@gcinc.com.

Sincerely,

GRANITE CONSTRUCTION COMPANY

Nate Johnston
Project Manager
Nevada Region



CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 11

Project: <u>Sports Complex - Phase 1</u>	Date of Issuance: <u>July 16, 2019</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:

Scoreboard Post Installation

CHANGES

Install scoreboard foundations and posts, per design by Shanks Enterprises Inc. dated 11/16/18.
Posts and rebar are provided by the City of Elko. Concrete and labor to be provided by Contractor.

Change In Contract Price
Original Contract Price
\$6,781,518.66
Change in Contract Price by this Change Order
\$20,856.00
Net Increase or Decrease in Contract Price
\$111,182.70
New Contract Price with all Change Orders
\$6,892,699.36

Recommended _____
Engineer Ben H. H. H.

Change In Contract Time
Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
0
Net Increase or Decrease in Days
52
New Contract Time with all Change Orders
292

Approved _____
City of Elko
Approved Nathaniel
Contractor



Granite Construction Company
1900 Glendale Avenue
Box 2087
Sparks, NV 89431
t 775.358.8792
f 775.358.0372
www.graniteconstruction.com

July 11, 2019

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

CA License #89
NV License #8079
License Unlimited

RE: Score board foundations

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is our pricing to install the score board foundations and beams.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Install Scoreboard Foundations	6.00	EA	\$ 3,478.00	\$20,868.00

BID RESPONSE SPECIAL CONDITIONS AND/OR CLARIFICATIONS

1. Mutually agreeable commercial and legal contract terms will be negotiated with Owner.
2. We reserve the right to adjust our pricing based on final approved plans and/or permits.
3. Pricing based upon Shanks Enterprises drawing C1 of 1, rev C.
4. Price is based on acceptance of this bid within thirty (30) calendar days.

EXCLUSIONS

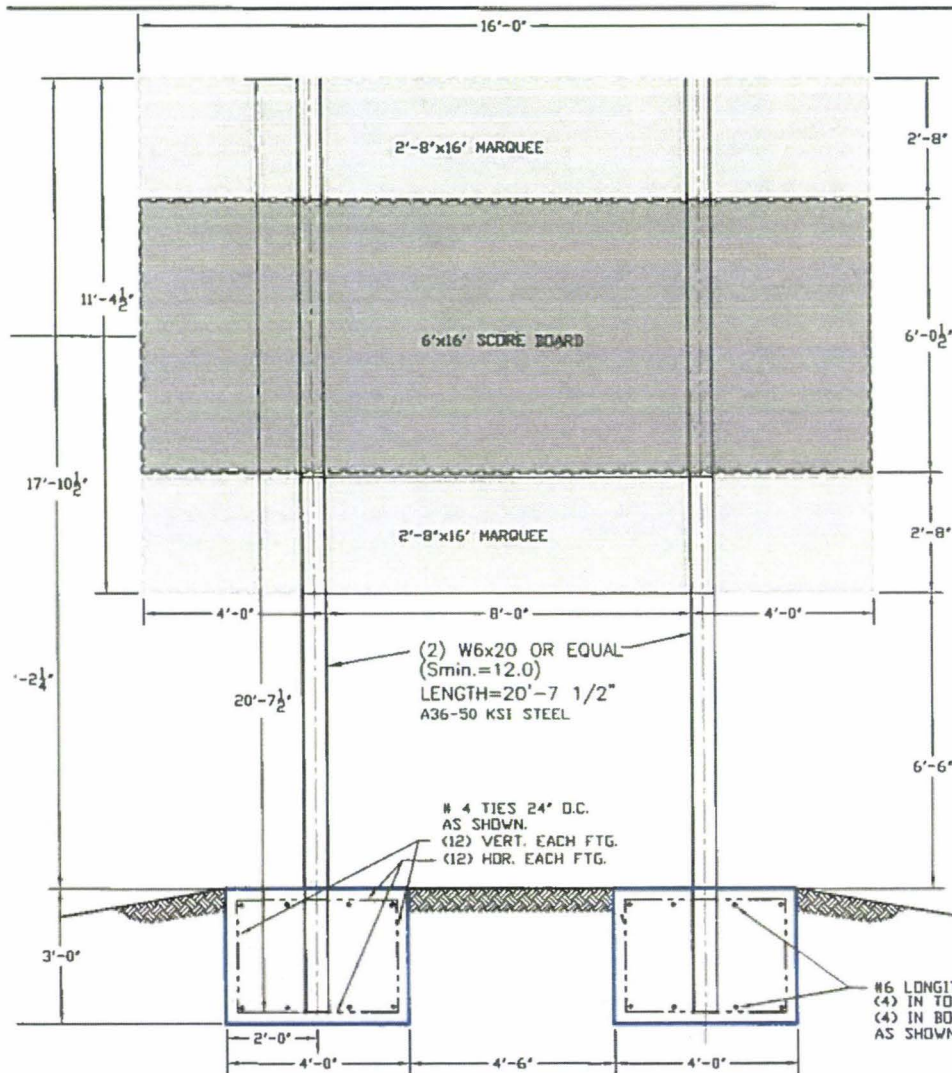
1. We exclude all bonds, professional engineering services, survey, permits, testing, as-built drawings, and any utility fees.
2. Beams and rebar, use existing already purchased by City of Elko.

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 842-3305, or e-mail me at nate.johnston@ecinc.com.

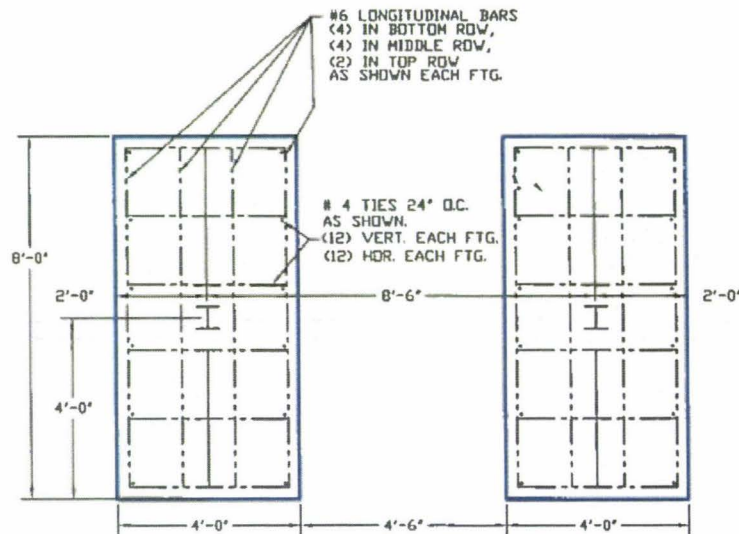
Sincerely,

GRANITE CONSTRUCTION COMPANY

Nate Johnston
Project Manager
Nevada Region



FRONT ELEVATION
SCALE: 3/8"=1'



TOP VIEW
SCALE: 3/8"=1'

NOTES:

1. 3' COVER FOR ALL REBAR AND COLUMN.
2. REBAR: GRADE 60 STEEL #5 AND LARGER
GRADE 40 #4 BAR AND SMALLER
3. CONCRETE:
W/C 0.45 MAX
F'_c = 4,000 PSI @ 28 DAY
4.5-7.0% AIR ENTRAINMENT
±7.1 CY PER FOOTING



Shanks Enterprises Inc.

982 S. WOLF CR. DR. 89815
SPRING CREEK, NV 89556
775-934-9356
shanksent@earthlink.net

PREPARED FOR:
CITY OF ELKO
ATTN: JAMES WILEY



ELKO SPORTS COMPLEX
SCORE BOARD
FOUNDATION PLAN



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 12, 2019

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

RE: 2" irrigation line to wetlands COR

Bob,

The additional 2" irrigation line to the wetlands could be added to our existing pay item and unit rate of \$12.00/LF for the 700 lf of 2" irrigation line for a quantity total of 1,176 LF.

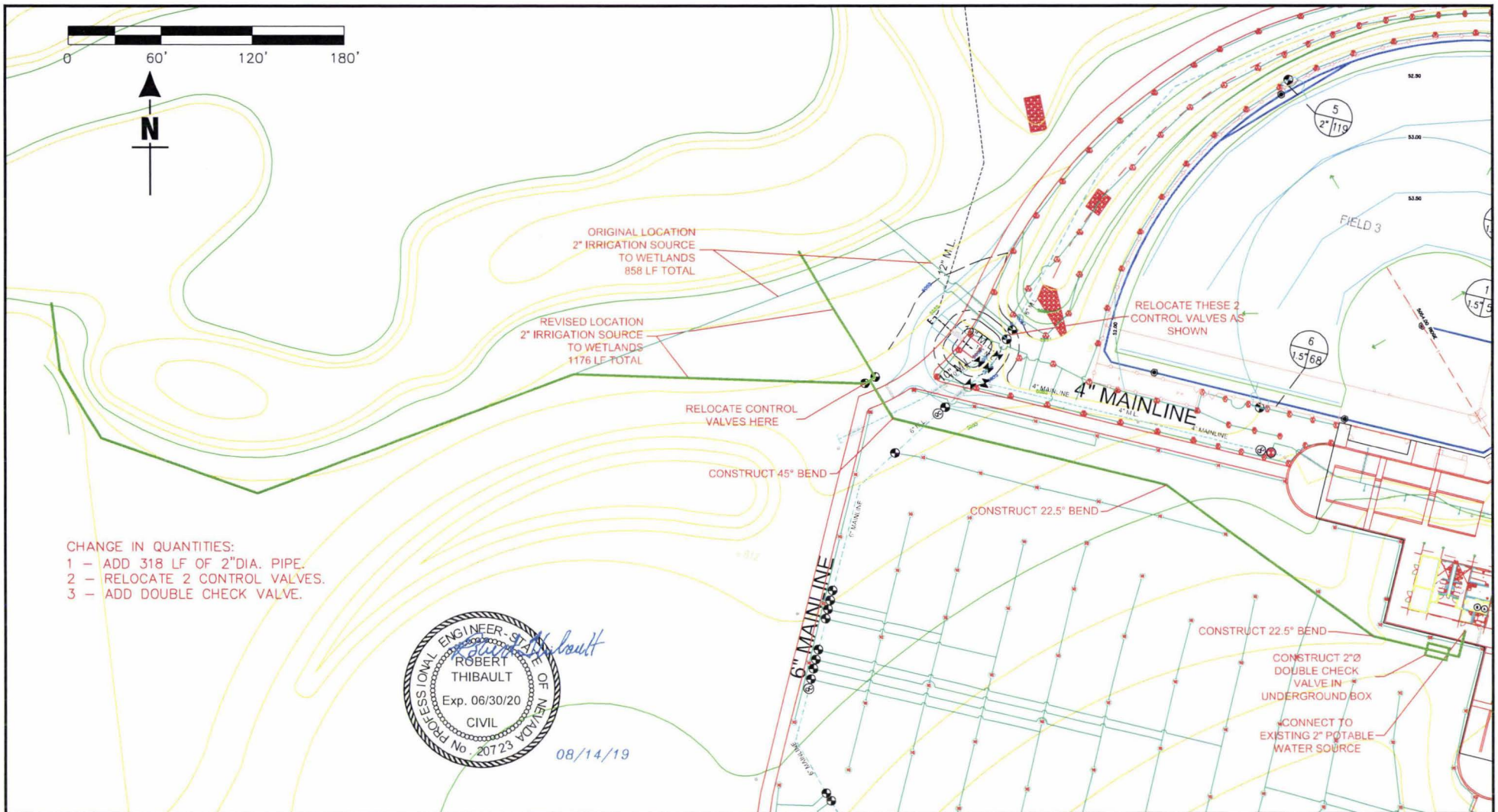
We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 842-3305, or e-mail me at nate.johnston@gcinc.com.

Sincerely,

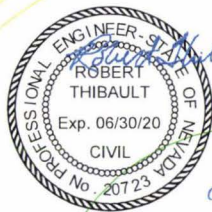
GRANITE CONSTRUCTION COMPANY

A handwritten signature in blue ink, appearing to read "Nate Johnston".

Nate Johnston
Project Manager
Nevada Region



CHANGE IN QUANTITIES:
 1 - ADD 318 LF OF 2" DIA. PIPE.
 2 - RELOCATE 2 CONTROL VALVES.
 3 - ADD DOUBLE CHECK VALVE.



08/14/19



CITY OF ELKO
 1751 COLLEGE AVE.
 ELKO, NEVADA 89801
 775-777-7210

SCALE

HORZ 1"=60'

VERT none

DESIGNED BY BT
 DRAWN BY ACAD 2017
 CHECKED BY BT
 DATE REV 1 - 8/14/2019

**SPORTS COMPLEX
 REVISED IRRIGATION
 SOURCE TO WETLANDS**

**SHEET 1
 OF 1**

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 13

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: August 30, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Overexcavation for scoreboard foundations

CHANGES

Overexcavate 2' below the bottom of each scoreboard foundation, for an additional depth of 2'.

Replace with 2' of pit-run material on top of geotextile fabric.

The agreed cost for the extra work is \$322.50 per foundation, for a total of 6 foundations = \$1,935.00

Change In Contract Price

Original Contract Price

\$6,781,516.66

Change in Contract Price by this Change Order

\$1,935.00

Net Increase or Decrease in Contract Price

\$113,117.70

New Contract Price with all Change Orders

\$6,894,634.36

Change In Contract Time

Original Contract Time

240 DAYS

Change in Contract Time by this Change Order

0

Net Increase or Decrease in Days

52

New Contract Time with all Change Orders

292

Recommended:

Engineer

Approved:

City of Elko

Approved:

Contractor



Granite Construction Company
1900 Glenda's 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 30, 2019

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

RE: Over Excavate and Structural Backfill Scoreboard Foundations

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is a breakdown of our bid.

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1 Overex and Structural Backfill Foundations	6.00	EA	\$ 322.50	\$1,935.00
TOTAL BID PRICE				\$1,935.00

BID RESPONSE SPECIAL CONDITIONS AND/OR CLARIFICATIONS

1. Mutually agreeable commercial and legal contract terms will be negotiated with Owner.
2. We reserve the right to adjust our pricing based on final approved plans and/or permits.
3. Pricing based on two foot depth over excavation and structural fill.
4. Price is based on acceptance of this bid within thirty (30) calendar days.

EXCLUSIONS

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

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 622-2036, or e-mail me at Jacob.Harkness@gcinc.com.

Sincerely,

GRANITE CONSTRUCTION COMPANY

Jacob Harkness
Project Engineer
Nevada Region

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 14

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: September 23, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Reconstruct 12" Storm Drain

CHANGES

Reconstruct 12" diameter stormdrain pipe around spread footings for sports field lights B2 and B4. Combined length is 85 LF, at a price of \$115 per LF, for a total cost of \$9,775. Contractor request 4 additional contract days to complete the additional work.

Change In Contract Price

Original Contract Price
\$6,781,516.66
Change In Contract Price by this Change Order
\$9,775.00
Net Increase or Decrease in Contract Price
\$122,892.70
New Contract Price with all Change Orders
\$6,904,409.36

Recommended: *[Signature]*
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change In Contract Time by this Change Order
4
Net Increase or Decrease in Days
56
New Contract Time with all Change Orders
296

Approved: *[Signature]*
City of Elko
Approved: *[Signature]*
Contractor



September 19, 2019

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

RE: Relocate SD at Sports Lighting locations

Bob,

We would request that the two locations of storm drain that are in conflict with the sports lighting foundations be relocated at the same unit rate as change order #6 at \$115.00/LF. This will add 4 days to the contract time.

If you have any questions or concerns regarding this change order, please call me at (775) 842-3305, or e-mail me at nate.johnston@gcinc.com.

Sincerely,

Nate Johnston
Project Manager-Elko Branch
Granite Construction Company
905 Railroad Street, Ste. 202
Elko, Nevada 89801
C - 775-842-3305
O - 775-738-3678
Nate.Johnston@gcinc.com | www.graniteconstruction.com



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

T 775.358.8792
F 775.358.0372

www.graniteconstruction.com

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NV License #8079
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CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 15

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: September 23, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Reconstruct electrical conduit

CHANGES

During the construction of the outfield fence by Lamoille Fencing, which was a separate contract, directly with the City, electrical conduit that was built as part of the Phase 1 work by Granite construction and their sub-contractors was damaged in two locations. This change order covers the additional costs of \$2,005.30, and additional 2 contract days to complete the extra work.


Change in Contract Price


Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$2,005.30
Net Increase or Decrease in Contract Price
\$124,898.00
New Contract Price with all Change Orders
\$6,906,414.66

Recommended: 
Engineer

Change in Contract Time

Original Contract Time
240 DAYS
Change in Contract Time by this Change Order
2
Net Increase or Decrease in Days
58
New Contract Time with all Change Orders
298

Approved: 
City of Elko

Approved: 
Contractor



September 23, 2019

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

RE: COR #015 Repair damaged conduit-two locations

Bob,

Attached is the change order request for repairing the conduit damaged during the fence install at ballfield 2 and ballfield 3. This additional work will add two days to the contract.

Change Order #015-Repair damaged conduit (two locations) 1 LS

\$2005.30

If you have any questions or concerns regarding this change order, please call me at (775) 842-3305, or e-mail me at nate.johnston@gcinc.com.

Sincerely,

Nate Johnston
Project Manager-Elko Branch
Granite Construction Company
905 Railroad Street, Ste. 202
Elko, Nevada 89801
C - 775-842-3305
O - 775-738-3676
Nate.Johnston@gcinc.com | www.graniteconstruction.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



DBA: QUANTUM RESOURCES, INC.

QUANTUM ELECTRIC, LLC

1070 SILVER STREET
ELKO, NEVADA 89801

PHONE: (775) 777-2000

FAX: (775) 777-2265

quantumelectric@frontiernet.net

TO: Granite Construction

DATE: 9/23/19

ATTN: Nate Johnston

RE: Sports Complex Conduit Fix Change Order

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- Fix 1-1/2" conduit in (2) locations damaged during drilling for fencing and bull pens.
- Excavation equipment.
- Prevailing wages applied.

EXCLUSIONS: Items not included under this proposal.

- Any permit fees.

State of Nevada Contractors License No.: 0043915

Lump Sum Price: \$1,823.00

Material: \$21.00

Labor: \$1,142.00

Element: \$660.00

OFFERED BY: Joe Curry ACCEPTED BY: _____ DATE: _____

Joe Curry

Electrical Construction Manager / VOID IF NOT ACCEPTED WITHIN 30 DAYS

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 16

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: September 23, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Weather Days

CHANGES

Due to heavy rains on Thursday, September 19, and Friday, September 20, two additional contract days are hereby granted for the Phase 1 contract.

Change In Contract Price

Original Contract Price

\$6,781,516.66

Change in Contract Price by this Change Order

\$0.00

Net Increase or Decrease in Contract Price

\$124,898.00

New Contract Price with all Change Orders

\$6,906,414.66

Recommended:

Engineer

Change In Contract Time

Original Contract Time

240 DAYS

Change in Contract Time by this Change Order

2

Net Increase or Decrease in Days

60

New Contract Time with all Change Orders

300

Approved:

City of Elko

Approved:

Contractor

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 17

Project: Sports Complex - Phase 1

Contractor: Granite Construction Company

Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: September 30, 2019

Owners Project #: _____

ARRA #: _____

Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Weather Days

CHANGES

Due to heavy rains and snow on Saturday, September 28, and Sunday, September 29, two additional contract days are hereby granted for the Phase 1 contract.


Change In Contract Price

Original Contract Price
\$6,781,516.66

Change in Contract Price by this Change Order
\$0.00

Net Increase or Decrease in Contract Price
\$124,898.00

New Contract Price with all Change Orders
\$6,906,414.66

Recommended: 
Engineer


Change In Contract Time

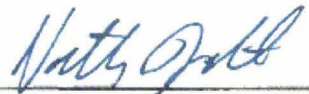
Original Contract Time
240 DAYS

Change in Contract Time by this Change Order
2

Net Increase or Decrease in Days
62

New Contract Time with all Change Orders
302

Approved: 
City of Elko

Approved: 
Contractor

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 18

Project: Sports Complex - Phase 1
Contractor: Granite Construction Company
Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: October 8, 2019
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Electrical Service to Comfort Station

CHANGES

The addition of the #500 neutral feed to each of two conduit runs from the electrical meter to the Comfort Station electrical room. The cost for this additional work is \$21,847.00, and 3 working days will be added to both the Phase 1 and Comfort Station Contracts.

Change In Contract Price

Original Contract Price
\$6,781,516.66
Change in Contract Price by this Change Order
\$21,847.00
Net Increase or Decrease in Contract Price
\$146,745.00
New Contract Price with all Change Orders
\$6,928,261.66

Recommended: 
Engineer

Change In Contract Time

Original Contract Time
240 DAYS
Change In Contract Time by this Change Order
3
Net Increase or Decrease in Days
65
New Contract Time with all Change Orders
305

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: Unlimited

September 30, 2019

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

COR #18 (BT)

RE: ~~COR #016~~ Conduit feeder to Comfort Station COR

Bob,

The addition of the #500 neutral feed to each conduit run is as follows:

LS Price: \$21,847.00

Labor: \$6,234.00

Material: \$15,613.00

INCLUSIONS: Items included under this proposal.

- Add (1) #500 neutral to two conduit feeds from NV Energy meter stand to comfort station panel 'MP'.
- Add (2) #500 vault splices.
- **This proposal is based on using existing ground wire as the means to pull in new wire which is the cheapest method possible. New ground wire will be pulled in with it. This method will be dramatically cheaper than having to pull out all the existing wire and pull back in if successful. If unsuccessful we will have to revisit this change order.**
- Prevailing wages applied.

EXCLUSIONS: Items not included under this proposal.

- Any permit fees.



Bob Thibault
September 30, 2019
Page 2

This change order will add 3 days to the Comfort Station and Phase 1 contract for the work performed. This does not include lead time on the additional wire that we are awaiting confirmation on. If you have any questions or concerns regarding this change order, please call me at (775) 842-3305, or e-mail me at nate.johnston@gcinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Johnston".

Nate Johnston
Project Manager-Elko Branch
Granite Construction Company
905 Railroad Street, Ste. 202
Elko, Nevada 89801
C - 775-842-3305
O - 775-738-3676
Nate.Johnston@gcinc.com | www.graniteconstruction.com



CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 19

Project: Sports Complex - Phase 1

Contractor: Granite Construction Company

Address: 1900 Glendale Ave.
Sparks, NV 89431

Date of Issuance: October 8, 2019

Owners Project #: _____

ARRA #: _____

Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Electrical Feed to Pump House

CHANGES

Remove the 30 amp service to the pump house and pull new 175 amp service. The cost of the additional work is \$13,377.10, and 3 working days will be added to both the Phase 1 and Comfort Station Contracts.

Change In Contract Price

Original Contract Price
\$6,781,516.66

Change in Contract Price by this Change Order
\$13,377.10

Net Increase or Decrease in Contract Price
\$160,122.10

New Contract Price with all Change Orders
\$6,941,638.76

Change In Contract Time

Original Contract Time
240 DAYS

Change in Contract Time by this Change Order
3

Net Increase or Decrease in Days
68

New Contract Time with all Change Orders
308

Recommended: [Signature]
Engineer

Approved: [Signature]
City of Elko

Approved: [Signature]
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

October 1, 2019

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

COR #19 (BT)
RE: ~~COR #017~~-Pumphouse conduit COR

Bob,

Pricing for the removal of the 30 amp service to the pumphouse and pull new 175 amp service is as follows:

LS Price: \$13,377.10

Labor: \$5,350.40

Material: \$8,026.70

INCLUSIONS: Items included under this proposal.

- Remove 30A feed to pumphouse and pull new 175A feed in existing 1-1/2" conduit.
- Add 175A 3P 480V breaker in Nema 1 enclosure next to panel 'MP'. Tap panel buss to feed new breaker.
- Prevailing wages applied.

EXCLUSIONS: Items **not** included under this proposal.

- Any permit fees.

This change order will add 3 days to the Comfort Station and Phase 1 contract for the work performed. This does not include lead time on the additional wire that we are awaiting confirmation on.



Bob Thibault
October 1, 2019
Page 2

If you have any questions or concerns regarding this change order, please call me at (775) 842-3305, or e-mail me at nate.johnston@gcinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Johnston".

Nate Johnston

Project Manager-Elko Branch
Granite Construction Company
905 Railroad Street, Ste. 202
Elko, Nevada 89801
C - 775-842-3305
O - 775-738-3676

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 Water Tank Interior Coating Project-2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **In September of 2018, ten (10) of the City's Water Storage Tanks were inspected by Blue Locker Diving. Upon review of the videos, many deficiencies were noted on the interior of the Water Storage Tanks. An Engineering firm and Staff has placed the critical tanks on a priority list to be recoated or replaced. Indian View Heights Tank No. 1, and Ruby Vista Tank No. 2, were budgeted for recoating in 2020. DJ**
6. Budget Information:

Appropriation Required: 562,000.00
Budget amount available: 562,000.00
Fund name: Water
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the Water Tank Interior Coating 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: **Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-051-2020, to acquire snow removal equipment, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and sander. The purpose of the project is to replace old equipment that has exceeded its useful life with newer equipment. The project will benefit the Airport, by supporting or improving operational levels, and providing SRE that will replace less-reliable, and difficult-to-maintain equipment. JF**
6. Budget Impact Statement:

Appropriation Required: \$ 445,000.00 (federal \$417,188.00)
Budget amount available: \$ 27,812.00 (local)
Fund name: Airport Enterprise
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant Application**
9. Recommended Motion: **Authorize Staff to apply for FAA AIP #50 3-32-0005-051-2020**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Kirk Nielsen Project Manager
Jviation, Inc.
Direct 435.574.5318
Cell 801.558.3428
Kirk.Nielsen@jviation.com**

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

EKO (Elko Regional Airport)

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

A.I.P. 3-32-0005-051-2020

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Elko Regional Airport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

88-6000190

*** c. Organizational DUNS:**

081833311

d. Address:

*** Street1:** 975 Terminal Way

Street2:

*** City:** Elko

County/Parish: Elko County

*** State:**

NV: Nevada

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 89801

e. Organizational Unit:

Department Name:

Elko Regional Airport

Division Name:

Elko Regional Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Jim

Middle Name:

*** Last Name:**

Foster

Suffix:

Title: Airport Manager, Elko Regional Airport

Organizational Affiliation:

Elko Regional Airport

*** Telephone Number:** (775) 777-7190

Fax Number: (775) 777-7359

*** Email:** jfoster@elkocitynv.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

Not Applicable

* Title:

N/A

13. Competition Identification Number:

Not Applicable

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Elko City, Elko County, Nevada

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Schedule 1 - Acquire Snow Removal Equipment (SRE)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

NV 002

* b. Program/Project

NV 002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

01/01/2020

* b. End Date:

12/31/2020

18. Estimated Funding (\$):

* a. Federal	417,188.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	27,812.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	445,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Curtis

Middle Name:

* Last Name:

Calder

Suffix:

* Title:

Elko City Manager

* Telephone Number:

(775) 777-7710

Fax Number:

(775) 777-7119

* Email:

citymanager@elkocitynv.gov

* Signature of Authorized Representative:

* Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII). <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Appropriate action has been taken to restrict the use of land to uses that are compatible with normal airport operations.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

Elko City is not in default on any obligation to the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No facts or circumstances exist that might make it impossible for the Sponsor to complete the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of local public agencies.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration to the interest of communities in or near where the project will be located.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Consultation has occurred with airport users and affected parties using the airport which project is proposed.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Project does not require an opportunity for a public hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 8 is Not Applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights for any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor owns all of the property associated with this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10b is Not Applicable to this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Item 10c is Not Applicable to this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 5,000
2. Preliminary expense			0
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			40,000
5. Other Architectural engineering fees			0
6. Project inspection fees			0
7. Land development			0
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			0
12. Equipment			400,000
13. Miscellaneous			0
14. Subtotal (Lines 1 through 13)			\$ 445,000
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			445,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 445,000
19. Federal Share requested of Line 18			417,188
20. Grantee share			27,812
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 445,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	27,812
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 27,812
25. Other Shares	Amount
a. State	0
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 27,812

SECTION E – REMARKS
(Attach sheets if additional space is required)
<ol style="list-style-type: none"> Standard DOT Title VI Assurances Certification for Contracts, Grants, Loans, and Cooperative Agreements Title VI Pre-Award Sponsor Checklist Sponsor Certifications Current FAA Advisory Circulars Airport Sponsor Assurances <p>The following item(s) are incorporated by reference:</p> <ol style="list-style-type: none"> Exhibit "A" Property Map Plans and Specifications

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Schedule 1 - Acquire Snow Removal Equipment (SRE)

AIRPORT: Elko Regional Airport (EKO)

1. Objective:

The purpose of this project is to acquire new Snow Removal Equipment (SRE), i.e., Truck, Plow and Sander. The new equipment will replace old equipment that has exceeded its useful life.

2. Benefits Anticipated:

This project will benefit the Elko Regional Airport by supporting or improving operational levels by providing new Snow Removal Equipment (SRE) that will replace less-reliable and difficult-to-maintain equipment.

3. Approach: (See approved Scope of Work in Final Application)

Not Applicable.

4. Geographic Location:

Elko City and Elko County; specifically the Elko Regional Airport.

5. If Applicable, Provide Additional Information:

Not Applicable.

6. Sponsor's Representative: (include address & telephone number)

Jim Foster, Airport Manager; Elko Regional Airport; 975 Terminal Way, Elko, NV 89801;
Office: (775) 777-7190; E-mail: jfoster@elkocitynv.gov

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Elko Regional Airport		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: Mr.	* First Name: Curtis	Middle Name:
* Last Name: Calder	Suffix:	
* Title: Elko City Manager		
* SIGNATURE:		* DATE:



ELKO REGIONAL AIRPORT
A.I.P. NO. 3-32-0005-051-2020
ENGINEER'S ESTIMATE
January 16, 2020

SCHEDULE 1 - ACQUIRE SNOW REMOVAL EQUIPMENT (SRE)					
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
SRE - 100a	TRUCK	LS	1	\$ 300,000.00	\$ 300,000.00
SRE - 100b	PLOW	LS	1	\$ 50,000.00	\$ 50,000.00
SRE - 100c	SANDER	LS	1	\$ 50,000.00	\$ 50,000.00
Total SRE Costs					\$ 400,000.00
Engineering & Contract Administration					\$ 40,000.00
Administrative Cost					\$ 5,000.00
Total Project Costs					\$ 445,000.00

STANDARD DOT TITLE VI ASSURANCES

Elko City (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Elko City
(Sponsor)

Curtis Calder, Elko City Manager

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) 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 (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Elko Regional Airport (EKO)

LOCATION: Elko, Nevada

AIP PROJECT NO.: 3-32-0005-051-2020

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Elko Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Elko Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Curtis Calder, City Manager

SPONSORING AGENCY: Elko City

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for non-acceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title Curtis Calder, City Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Elko Regional Airport (EKO)

AIP #: 3-32-0005-051-2020

Project Description(s): Schedule 1 - Acquire Snow Removal Equipment (SRE)

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Elko Regional Airport (EKO)

Address: 975 Terminal Way, Elko, Nevada 89801

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☐ Yes ☐ No ☒ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☒ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☐ Yes ☐ No ☒ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☐ Yes ☐ No ☒ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☐ Yes ☐ No ☒ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☐ Yes ☐ No ☒ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☐ Yes ☐ No ☒ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport (EKO)

Project Number: 3-32-0005-051-2020

Description of Work: Schedule 1 - Acquire Snow Removal Equipment (SRE)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☒ Yes ☐ No ☐ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☒ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☒ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☒ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☒ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☒ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
 - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Elko City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 04/18/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to authorize Staff to solicit bids for the Cedar Street Reconstruction Project Phase 3, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This item has been approved and budgeted for the 2019/20 Fiscal Year Budget, Capital Construction Fund. The City may construct public improvements for the Elko County School District on a reimbursable basis as part of this contract. DS**
6. Budget Information:

Appropriation Required: \$1,500,000.00
Budget amount available: \$1,500,000.00
Fund name: Capital Construction
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **This does not include quality control and assurance. We anticipate that amount to be approximately \$150,000.00.**
9. Recommended Motion: **Authorize Staff to solicit bids for the Cedar Street Reconstruction Project Phase 3, to include the construction of public improvements for the Elko County School District on a reimbursable basis.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Lana Carter, lanalcarter@live.com**

**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 28, 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 authorization for Staff to work with the Elko County School District to develop an Interlocal Agreement for additional work to be performed for the Elko County School District in conjunction with the Cedar Street Phase 3 Reconstruction Project, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: January 28, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **Minutes**
5. Background Information: **The Elko County School District initiated projects on the Elko High School Campus that triggered the requirement for public improvements to be installed along 9th Street from Cedar Street to College Avenue. In an effort to economize resources, Staff is requesting approval to develop an Interlocal Agreement with the Elko County School District that will include the required public improvements within the scope of work of the City's contract. The Interlocal Agreement would insure that the Elko County School District is contractually bound to reimburse the City for work performed on those public improvements. The Elko County School District's public improvements will directly tie into the City of Elko Cedar Street Phase 3 Project. By including the Elko County School District's public improvements in the City's contract, the Elko County School District will save on such costs as additional bid documents, additional mobilization and demobilization. Staff does not anticipate that this will result in significant additional expense to the City. DS**
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: **Authorize Staff to work with the Elko County School District to develop an Interlocal Agreement for the construction of public improvements for the Elko County School District in conjunction with the Cedar Street Phase 3 Reconstruction Project.**
10. Prepared By: **Dennis Strickland, Public Works 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 approval of the revised Humanitarian Campground Rules, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Humanitarian Campground Rules require revision to reflect the concerns the Fire Department has with an “approval” of wood stoves installed in tents. SAW**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Revised Humanitarian Campground Rules.**
9. Recommended Motion: **Move to approve the revised Humanitarian Campground Rules.**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

ELKO HUMANITARIAN CAMPGROUND

RULES AND REGULATIONS

The City of Elko manages the Elko Humanitarian Campground to meet the needs of people needing a place to stay in the Elko area when they don't have a home or other place to go. In order to help us help you, you will have to follow some basic rules. That way, the Elko Humanitarian Campground will be a clean, safe place for all its residents!

- All campers will need to register with Elko F.I.S.H. There is no charge for using the campground.
- Elko F.I.S.H. will assign campsites and reserves the right to reassign campsites. Campers shall not relocate to unassigned camp sites without the consent of F.I.S.H or volunteer persons designated by FISH to assist in the assignment of camp sites.
- Campers must comply with all laws and City Codes.
- All dogs must be secured within a kennel or be restrained completely within the perimeter of your campsite by a lead anchored to the ground. Dogs must be licensed and current on vaccinations.
- Wind breaks no higher than four (4) feet in height are allowed.
- You may not erect structures. For example, hard materials, such as boards or plywood, cannot be used to make shelters. The only shelters that are allowed are tents and similar temporary enclosures. Tents may be erected on a platform made of plywood or other material. Tents must be at least three (3) feet from the edge of the campsite.
- Wood stoves or similar devices are prohibited unless ~~installed in a proper manner in a tent designed for that purpose, and~~ inspected ~~and approved~~ by the City of Elko Fire Department.
- You must keep your campsite clean, orderly and free of litter and trash. You may not scatter possessions, litter or other items outside of tents. Items such as grills utilized for cooking and operational bicycles are allowed outside of tents.
- No trespassing is allowed upon other campsites without permission from the occupants of those campsites.
- You may only cook using fire areas (no larger than two feet in diameter), burners or grills located within your campsite.
- All fires and operating burners and grills must be attended at all times. All fires must be properly extinguished after use.
- The campground is for tent camping. No personal vehicles are allowed within the camping area and you may not park or store a vehicle or trailer at a designated campsite. Occupancy of RV's, camp trailers, truck campers or vehicles of any type is not allowed at or near the campground, including in the parking area and on the street. The campground parking lot is reserved for parking of campers' personal vehicles. All vehicles in the parking

area must be registered and operable.

- Food, shower and other services are provided at the Elko F.I.S.H. Thrift Store located at 821 Water Street. Transportation may be available at certain times.
- If you are able to do so, please help with group chores.
- Campers may not scavenge from trash receptacles or dumpsters at the campground.
- Campers may not use the perimeter fence for any reason.
- Campers must cross the railroad tracks only at designated rail crossings and campers shall not use the railroad right-of-way to travel to or from the campground.
- You may not cause a nuisance to others. If you are bothering other campers and don't stop when asked, you may be asked to leave the campground.
- Your pet may not cause a nuisance to others. If your pet is bothering other campers and you cannot or do not control your pet, you may be asked to leave the campground, or Elko Animal Control may be called.
- You must clean up after your pet and place all animal waste in trash receptacles or dumpsters.
- Glass containers are prohibited.
- Destruction or damage to camp facilities may result in expulsion from the campground and/or possible arrest.
- If the City of Elko observes a violation of these rules, you will be given written notice and an opportunity to fix the violation. If you fail to fix the violation as requested, you will be instructed to leave and, if you then fail to do so, you will be in trespass.
- The Elko Humanitarian Campground is the only City-owned property in Elko where overnight camping is allowed without a permit or license. ***Please be kind and respectful to others, and help make it a success for everyone!***

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RULES AND REGULATIONS

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- If the City of Elko observes a violation of these rules, you will be given written notice and an opportunity to fix the violation. If you fail to fix the violation as requested, you will be instructed to leave and, if you then fail to do so, you will be in trespass.
- The Elko Humanitarian Campground is the only City-owned property in Elko where overnight camping is allowed without a permit or license. ***Please be kind and respectful to others, and help make it a success for everyone!***

**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 848, an ordinance amending Title 5, Chapter 3, section one (1), and twenty through twenty two (20-22), adding the option for a Cat Caregiver Person, or organization to engage in a Trap-Neuter-Return (TNR) Program for Feral Cats, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **ORDINANCE**
4. Time Required: **15 Minutes**
5. Background Information: **On December 10, 2019, Council heard 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. Council initiated amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko. KW**
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: **Ordinance No. 848**
9. Recommended Motion: **Conduct first reading of Ordinance No. 848, and set for public hearing, second reading, and possible adoption.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Ordinance 848

An ordinance amending Title 5, Chapter 3, section one (1) and twenty through twenty two (20-22) adding the option for a cat caregiver person or organization to engage in a trap-Neuter-Return program for feral cats.

Whereas, the City of Elko wishes to establish a humane method of managing the feral cat population with the long-term goal of reducing and eventually eliminating the issue.

Whereas, allowing for the establishment of a cat caregiver person or organization to establish a trap-neuter-return (TNR) program is one way for managing the feral cat population.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA

For amendment purposes, words which are in bold and underlined are additions to the Ordinance, and words which ~~are lined through and bold~~ are deleted from the Ordinance.

Section 1: Title 5, Chapter 3, Section1, and 20-23 is hereby added to read as follows:

5-3-1: DEFINITIONS:

As used in this chapter, unless the context otherwise indicates:

ANIMAL CONTROL OFFICER: The person appointed by the chief of police for the purpose of enforcing the provisions of this chapter, together with his/her deputies and authorized representatives.

ANIMAL SHELTER ~~SUPERVISOR~~ MANAGER: The person appointed by the city manager for the purpose of administering the city policies and regulation over the care and custody of animals at the city animal shelter, over the care and maintenance of the city animal shelter facilities, over the care of the books and records of the city animal shelter and over the budgetary and personnel concerns of the city animal shelter.

ANIMALS: Any and all types of livestock, dogs and all other animals, both domesticated and wild, male and female, singular and plural.

CAT FANCIER: Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) cats, as shall be permitted pursuant to subsection 5-3-9 C of this chapter.

COMMERCIAL KENNEL: Any licensed establishment at which dogs are bred, raised for sale, trained, rented, boarded, cared for or quarantined, for profit, excluding dental, medical or surgical care. This definition shall not apply to the premises of a private dog fancier and the animals raised thereon.

CRUELTY OR TORTURE: Every act of omission or commission whereby unjustifiable physical pain, suffering or death is caused to any animal.

CUSTODIAN: Any person who has custody of any animal or permits the same to be kept or to stay on or about such person's premises.

DANGEROUS ANIMAL: Any animal which shall bite, attempt to bite or have a propensity to bite any human or animal, except that any animal that bites or attempts to bite any person or other animal unlawfully upon its owner's premises or which is provoked or teased, shall not be deemed a dangerous animal.

DOG: Both male and female.

DOG FANCIER: Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) dogs as shall be permitted pursuant to subsection [5-3-9C](#) of this chapter.

EARTIPPING: the removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

FERAL CAT: a member of the domestic species *Felis Catus* and shall mean a free-roaming cat without an owner that is typically not socialized to human contact.

FERAL CAT CAREGIVER: a person or organization who, in accordance with and pursuant to a policy of Trap-Neuter-Return, provides care, including, food, shelter or medical care to a feral cat, while not being considered the owner, harbinger, controller, or keeper of a feral cat.

FOWL: Any and all fowl and poultry, domesticated and wild, male and female, singular and plural.

HOUSEHOLD PETS: The following list of domesticated animals are defined as household pets:

- A. Domesticated dogs, excluding hybrids with wolves, coyotes or jackals.
- B. Domesticated cats, excluding hybrids with ocelots or margays.
- C. Vietnamese potbelly pig not used for commercial or breeding purposes.
- D. Domesticated races of golden hamster.
- E. Domesticated races of guinea pigs.
- F. Domesticated races of rats or mice.
- G. Two (2) or less domesticated rabbits not used for commercial or breeding purposes.
- H. Parrots, parakeets or finches.
- I. Two (2) or less ducks or doves not used for commercial or breeding purposes.
- J. All captive bred canaries.
- K. Domesticated races of goldfish.

- L. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.
- M. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.
- N. All species of the class Insecta.
- O. Two (2) or less chukker, partridge, valley quail, pheasant, peafowl not used for commercial or breeding purposes.
- P. Gerbils.
- Q. European ferrets.
- R. Hedgehogs.
- S. Two (2) or less laying hens not used for commercial or breeding purposes kept in a secured chicken coop.

IMPOUND: Shall not include or be construed as the voluntary turning in of any animal or fowl by the owner or custodian of such animal or fowl.

NEUTERED DOG: A dog, whether male or female, which has been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

NONNEUTERED DOG: A dog, whether male or female, which has not been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

PET SHOP: Any profitmaking or commercial establishment, premises or part thereof, maintained for the purchase, sale, exchange or hire of animals of any type; except that the term shall not include livestock auctions.

PUBLIC PLACES: Includes streets, alleys, public buildings, parks, schoolyards, and all other property owned or controlled by the city of Elko, county of Elko or state of Nevada.

RUNNING AT LARGE: Except as herein expressly provided, shall mean within the city and off the premises of the owner, or custodian of the animal or fowl, and not accompanied by the owner, a member of the immediate family of the owner, or the custodian of such animal or fowl, and controlled by a leash (not to exceed 8 feet) or at "heel" beside a competent person and obedient to that person's commands.

SECURED CHICKEN COOP: A covered cage or pen which houses poultry and controls free movement.

TRAP-NEUTER-RETURN: practiced by cat caregiver persons or organizations, the nonlethal process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning feral cats to their original location.

VETERINARIAN: A person who is validly currently licensed to practice veterinary medicine in the state of Nevada.

WILD ANIMALS AND DOMESTICATED ANIMALS: All living members of the kingdom Animalia, including those born or raised in captivity, except the following animals which are defined as domesticated animals:

- A. The species *Canis familiaris* (domesticated dogs, excluding purebred wolves, coyotes or jackals). Hybrids with wolves are also defined as wild animals until a rabies vaccination for wolf hybrids has been approved by the Nevada state board of veterinary medicine and the city has received notification of such approval. At such time hybrids with wolves will be defined as domesticated animals.
- B. The species *Felis catus* (domesticated cats, excluding hybrids with ocelots or margays).
- C. The species *Equus caballus* (domesticated horses).
- D. The species *Equus asinus* (donkeys).
- E. The species *Bos taurus* (cattle).
- F. The subspecies *Ovis aries* (domesticated sheep).
- G. The species *Capra hircus* (domesticated goats).
- H. The subspecies *Sus scrofa domestica* (swine, including Vietnamese potbelly).
- I. Domesticated races of the species *Gallus domesticus* (chicken) or *Meleagris gallopavo* (domesticated turkey).
- J. Domesticated races of the species *Mesocricetus auratus* (golden hamster).
- K. Domesticated races of the species *Cavia aperea porcellus* (guinea pigs).
- L. Domesticated races of rats or mice.
- M. Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
- N. All captive bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks, geese), *Fringillidae* (finches), and *Columbidae* (domesticated doves and pigeons).
- O. All captive bred members of the species *Serinus canaria* of the class *Aves* (canaries).
- P. Domesticated races of the species *Carrassius auratus* (goldfish).
- Q. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.
- R. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.

S. All species of the class Insecta.

T. All members of the subfamily Phasianae (chukker, partridge, valley quail, pheasant, peafowl).

U. The species Bison (American bison).

V. The species Meriones unguiculatus (gerbils).

W. The species Llama glama (llama).

X. The species Mustela putorius (European ferret).

Y. The family Erinaceidae (hedgehogs). (Ord. 804, 5-25-2016)

5-3-20: DISPOSITION OF UNCLAIMED, UNREDEEMED OR INFECTED ANIMALS OR FOWL:

It shall be the duty of the animal shelter ~~supervisor~~ manager to keep all animals and fowl impounded under the provisions of this chapter for a period of not less than seven (7) days, unless sooner redeemed, released by the owner or disposed of pursuant to this chapter. If at the expiration of seven (7) days from the date of impound any animal or fowl is unclaimed it may be adopted as herein provided and if no person requests to adopt such animal or fowl under the procedures herein provided, such animal or fowl may be destroyed in a humane manner. Any animal or fowl which appears to be suffering from rabies, mange or other infections or dangerous disease shall not be released but may be forthwith destroyed by humane means. (Ord. 662, 2-28-2006)

Trap-Neuter-Return Program: trapping, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping feral cats, shall be permitted to be practiced by feral cat caregivers and organizations, in compliance with any applicable federal or state law. As a part of Trap-Neuter-Return, spay or neuter and vaccination for rabies shall take place under the supervision of a licensed veterinarian. If the animal is determined to be a feral cat the cat may be entered into the trap-neuter-return program under the care of the cat caregiver person or organization.

5-3-21: ADOPTION AND DISPOSITION OF IMPOUNDED DOGS OR CATS:

If the ownership of a dog or cat is not proven within seven (7) days, then such dog or cat may be destroyed in a humane manner under the direction of the animal shelter ~~supervisor~~ manager; provided, however, that any such unredeemed dog or cat hereby authorized for destruction may be adopted by any person requesting the same, who shall pay a pound fee, as set by resolution of the city council, the appropriate license fee as provided in section 5-3-9 herein, the cost of rabies vaccination and shall agree to have the adopted dog or cat neutered or spayed. (Ord. 662, 2-28-2006). If the animal is determined to be a feral cat the cat may be entered into the trap-neuter-return program under the care of the cat caregiver person or organization.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

Section 4: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 5: This Ordinance shall be effective upon the publication mentioned in Section 4.

PASSED AND ADOPTED this ____ day of _____, 2020 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of _____, 2020.

CITY OF ELKO

BY: _____

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 03-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from C (General Commercial), PQP (Public-Quasi, Public), and RMH (Mobile Home Park, and Mobile Home Subdivision) to CT (Commercial Transitional), Zoning District approximately 4.008 acres of property, filed by Koinonia Development LP, and processed as Rezone No. 5-19, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission considered the Subject Zone Change Request on January 7, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 5-19. 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 and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 03-20**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Counsel**
12. Council Action:
13. Agenda Distribution: **Koinonia Development LP
207 Brookwood Drive
Elko, NV 89801
elkoluke@gmail.com
johns.koinonia@gmail.com**

Upon introduction and motion by Councilman _____ and seconded by Councilman _____ the following Resolution and Order was passed and adopted:

**CITY OF ELKO
RESOLUTION NO. 03-20**

**A RESOLUTION OF THE ELKO CITY COUNCIL
ADOPTING A CHANGE IN ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and the Elko City Code, Section 3-2-21(C), and

WHEREAS, the Elko City Council has received and reviewed the application submitted by Koinonia Development, LP (petitioner), together with any public input, supporting data and evidence, and the previous action taken by the Planning Commission pertaining to Rezone Application No. 5-19.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that Rezone Application No. 4519, involving a change in zoning from C (General Commercial), PQP (Public-Quasi, Public), and RMH (Mobile Home Park and Mobile Home Subdivision) to CT (Commercial Transitional) Zoning District involving approximately 4.008 acres of property located generally on the south side of North 5th Street, across from Mary Way, more particularly described in Exhibit A and shown on the map at Exhibit B attached hereto is hereby adopted, subject to the following conditions agreed to by the petitioners:

1. Resolution for the zone amendment not to be signed by the mayor until after the Deed and BLA for the Land Sale 1-19, selling a portion of APN 001-610-075 from the City of Elko to Koinonia Development LP., be recorded.

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 satisfaction of the conditions stated herein, 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

DEC 02 2019

EXHIBIT "A"
KOINONIA DEVELOPMENT, LP

Zone Change
from - Commercial; Public, Quasi-Public; & Residential Mobile Home
to - Commercial Transitional

December 2, 2019

A parcel of land located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the monument located at the intersection of North Fifth Street and Tasha Way as shown on the Parcel Map for North VII, a General Partnership, filed in the office of the Elko County Recorder, Elko, Nevada, as document number 416535, being Corner No. 1, the True Point of Beginning;

thence South 32°09'14" West, a distance of 40.00 feet to Corner No. 2, being the most easterly corner of Parcel No. 1 as shown on said Parcel Map;

thence South 32°09'14" West, along the southeast boundary of said Parcel No. 1 and the northwest boundary of Parcel 1-A as shown on the Parcel Map for Elko Athletic Club Associates filed in the office of the Elko County Recorder, Elko, Nevada, as document number 300324, a distance of 125.00 feet to Corner No. 3;

thence North 57°50'46" West, a distance of 318.05 feet to Corner No. 4;

thence South 72°09'14" West, a distance of 97.91 feet to Corner No. 5;

thence North 57°50'46" West, a distance of 455.77 feet to Corner No. 6, being the most westerly corner of Parcel No. 4 as shown on said Parcel Map for North VII;

thence North 32°09'14" East, along the northwesterly boundary of said Parcel No. 4, a distance of 200.00 feet to Corner No. 7, being the most northerly corner of said Parcel No. 4;

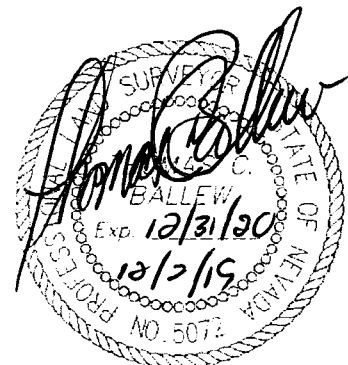
thence North 32°09'14" East, a distance of 40.00 feet to Corner No. 8, a point on the centerline of North Fifth Street;

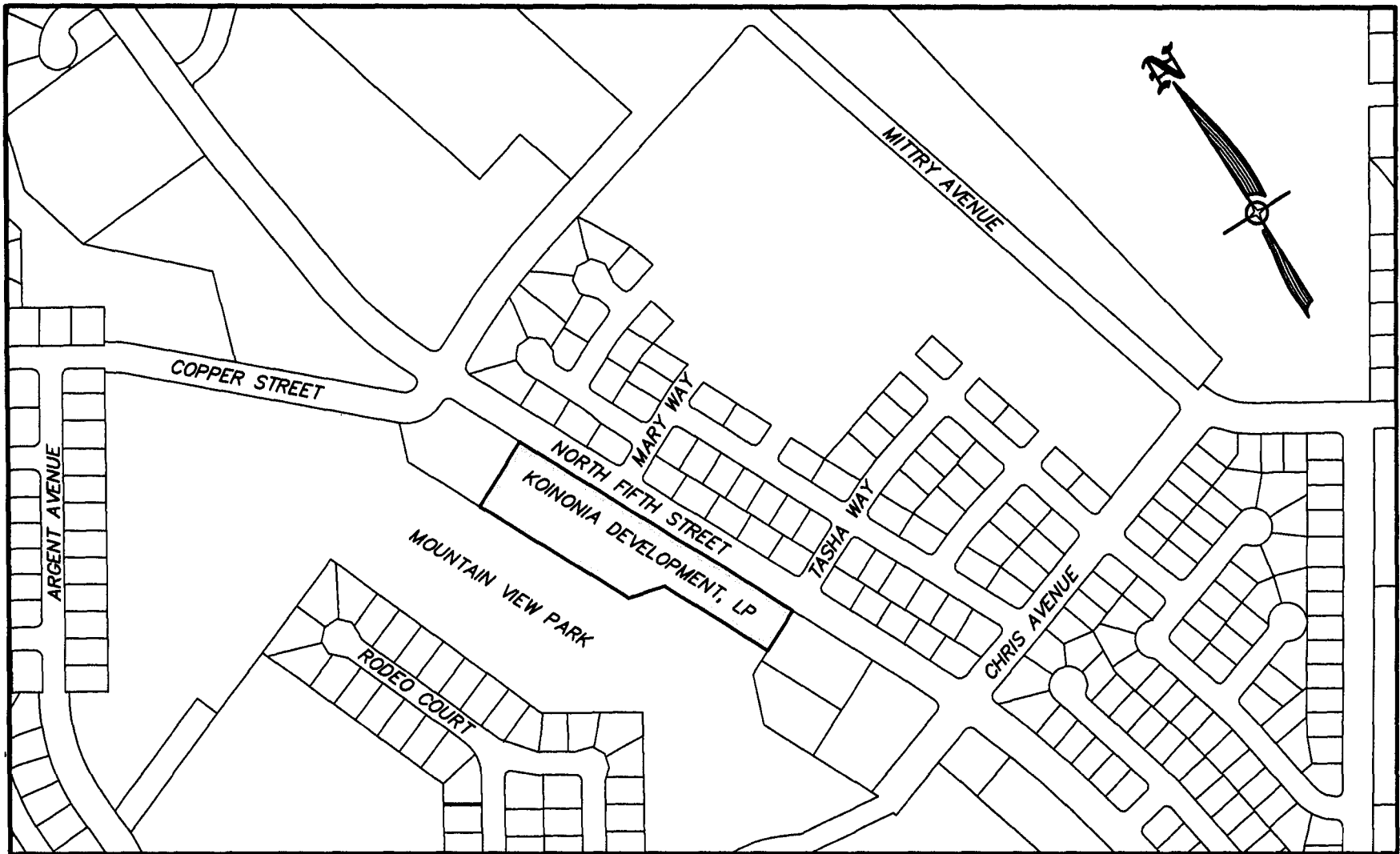
thence South 57°50'46" East, along the centerline of said North Fifth Street, a distance of 836.75 feet to Corner No. 1, the Point of Beginning.

Said parcel contains an area of 4.008 acres, more or less.

Reference is hereby made to Exhibit "B", Koinonia Development, LP, Application for Zone Change, Section 9, T.34 N., R.55 E., M.D.B. & M., attached hereto and made a part hereof.

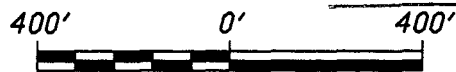
HIGH DESERT Engineering, LLC
Thomas C. Ballew
Nevada P.L.S. 5072



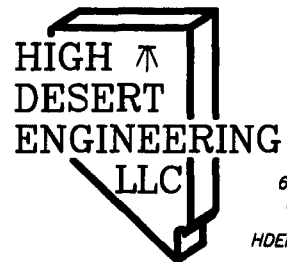


RECEIVED

DEC 02 2019



SCALE: 1"=400'

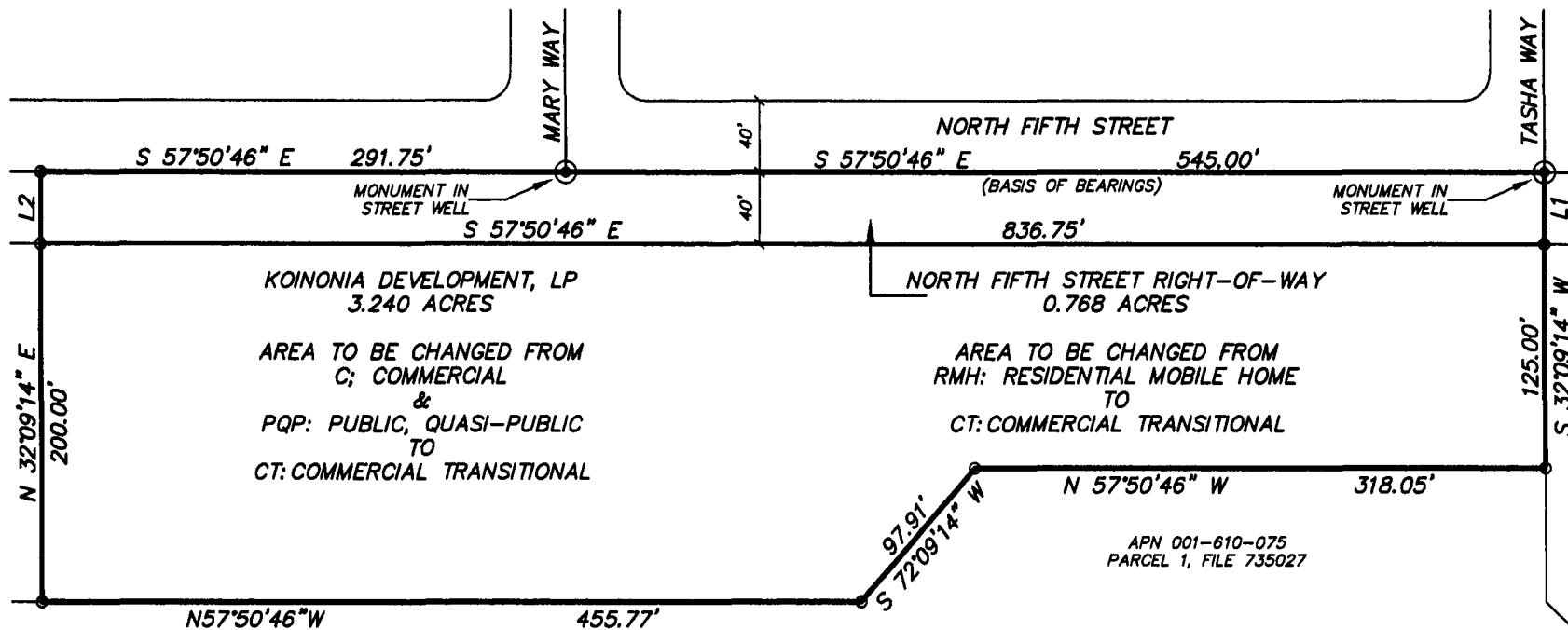


640 IDAHO STREET
ELKO, NV 89801
(775) 738-4053
HDENG@FRONTIER.NET

AREA MAP

KOINONIA DEVELOPMENT, LP
APPLICATION FOR
ZONE CHANGE

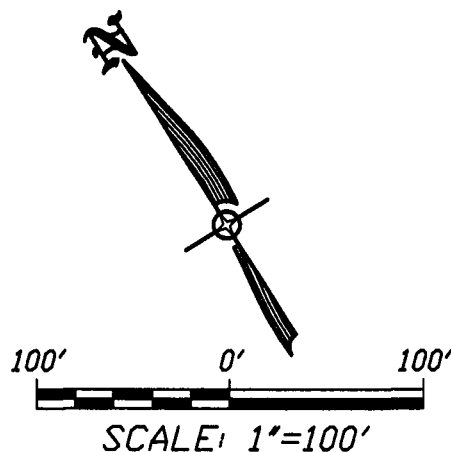
SECTION 9, T.34 N., R.55 E., M.D.B. & M.



RECEIVED

DEC 02 2019

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 32°09'14" W	40.00'
L2	N 32°09'14" E	40.00'

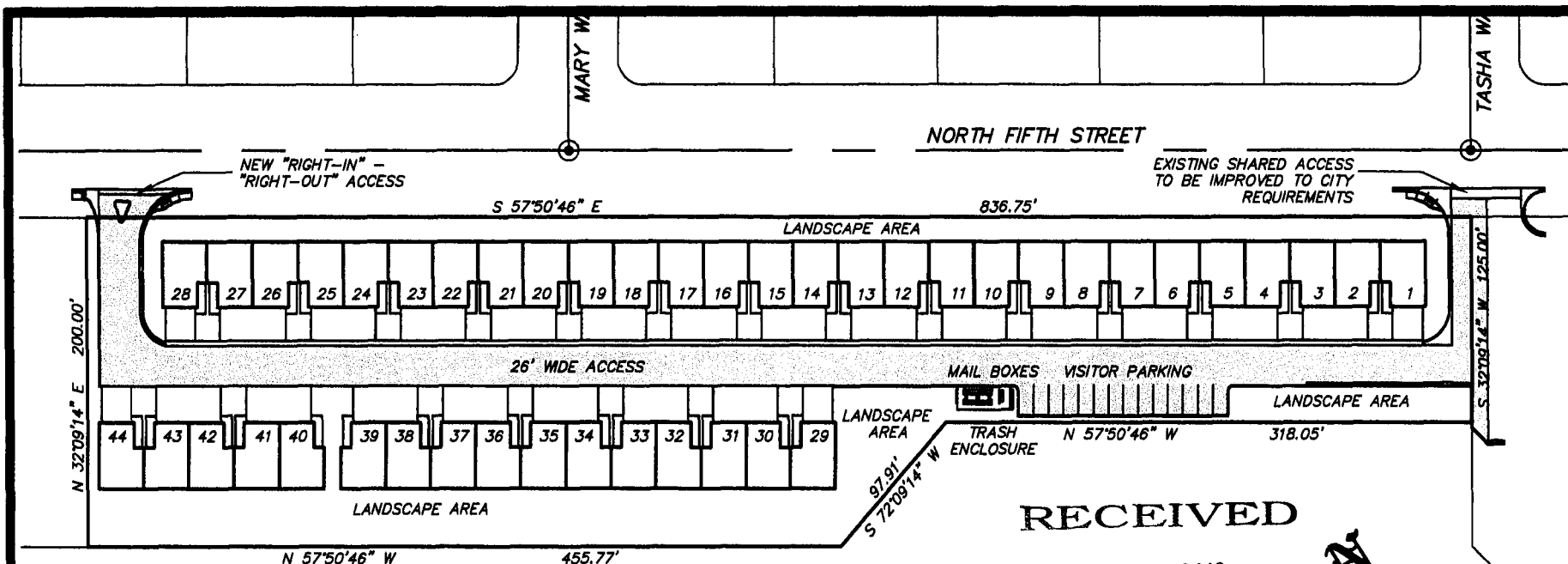


HIGH DESERT ENGINEERING LLC

640 IDAHO STREET
ELKO, NV 89801
(775) 738-4053
HDENG@FRONTIERNET.NET

EXHIBIT "B"
KOINONIA DEVELOPMENT, LP
APPLICATION FOR
ZONE CHANGE

SECTION 9, T.34 N., R.55 E., M.D.B. & M.



SUBDIVISION INFORMATION:

NUMBER OF LOTS: 44 SINGLE FAMILY LOTS PLUS COMMON AREA

LOT AREA 70,571 S.F. 1.620 ACRES
COMMON AREA 70,565 S.F. 1.620 ACRES
DEDICATED STREETS 0 S.F. 0.000 ACRES

TOTAL AREA 141,136 S.F. 3.240 ACRES

CURRENT ZONING: C - COMMERCIAL

PROPOSED ZONING: CT - COMMERCIAL TRANSITIONAL

MINIMUM SETBACKS:
FRONT:
REAR:
INTERIOR SIDE:
EXTERIOR SIDE:

MAXIMUM BUILDING HEIGHT: 45 FEET

MAXIMUM LOT COVERAGE: 65%

SPECIAL FLOOD HAZARD: NONE
COMMUNITY NUMBER: 320010
MAP NUMBER: 32007C5606E
EFFECTIVE DATE: SEPTEMBER 4, 2013

PARKING REQUIREMENT: 88 SPACES (2 PER UNIT)

PARKING PROVIDED: 176 SPACES (4 PER UNIT)
14 VISITOR SPACES
190 TOTAL SPACES

LANDSCAPING REQUIREMENT: 15% (21,170 S.F.)

LANDSCAPING PROVIDED: 39% (54,421 S.F.)

100' 0 100'
SCALE: 1"=100'



PLOT PLAN
KOINONIA DEVELOPMENT, LP
MOUNTAIN VIEW TOWN HOMES
IN
ELKO, NEVADA



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of January 7, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on January 7, 2020 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

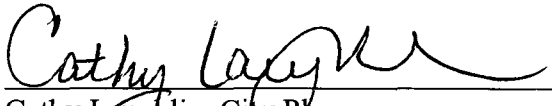
Rezone No. 5-19, filed by Koinonia Development, LP, for a change in zoning from C (General Commercial), PQP (Public-Quasi, Public), and RMH (Mobile Home Park and Mobile Home Subdivision) to CT (Commercial Transitional) Zoning District, approximately 4.008 acres of property, to allow for a townhome development, and matters related thereto.

The subject property is generally located on the south side of N. 5th Street, across from Mary Way. (APNs 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075)

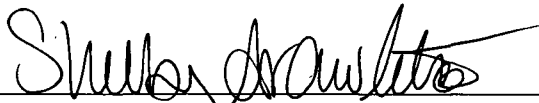
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt a resolution which approves Rezone No. 5-19 subject to the condition found in the City of Elko Staff Report dated December 6, 2019, listed as follows:

1. Resolution for the zone amendment not to be signed by the mayor until after the Deed and BLA for the Land Sale 1-19, selling a portion of APN 001-610-075 from the City of Elko to Koinonia Development LP., be recorded.

The Planning Commission's findings to support its recommendation are the proposed zone district is in conformance with the Land Use Component of the Master Plan. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure. The property is not located within the Redevelopment Area. The proposed zone district and resultant land use is in conformance with the Wellhead Protection Plan. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B). The proposed zone district is in conformance with Elko City Code Section 3-2-9(B). The application is in conformance with Elko City Code 3-2-21. The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA). Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, drainages, floodplains etc., or pose a danger to human health and safety.


Cathy Laughlin, City Planner

Attest:

A handwritten signature in black ink, appearing to read 'Shelby Archuleta', written over a horizontal line.

Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk
Michele Rambo, Development Manager (email)

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 1/7

Do not use pencil or red pen, they do not reproduce

Title: Rezone Ab. 5-19

Applicant(s): Koinonia Development, LP

Site Location: S side of N. 5th St., across from Mary Way

Current Zoning: C, PDP, BMH Date Received: 12/2/19 Date Public Notice: 12/24/19

COMMENT: This is to rezone APNs 001-610-096, 097, 098, 099 + a portion of 001-610-075 from C, PDP, + BMH to CT.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 12/19/19

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 12/20/19

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:	December 6, 2019
PLANNING COMMISSION DATE:	January 7, 2020
APPLICATION NUMBER:	Rezone 5-19
APPLICANT:	Koinonia Development LP
PROJECT DESCRIPTION:	Zone amendment from C, PQP and RMH to CT
ADDITIONAL APPLICATIONS:	CUP 12-19 & TM 14-19



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-610-096, 097, 098, & 099 as well as a portion of 001-610-075

PARCEL SIZE: 60.75 acres

EXISTING ZONING: C- General Commercial & PQP- Public, Quasi-Public

MASTER PLAN DESIGNATION: (MU-NGHBHD) Mixed Use Neighborhood

EXISTING LAND USE: Undeveloped

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - North: Residential Mobile Home (RMH) / Developed
 - Northwest: Commercial (C) / Developed
 - South: Public Quasi-Public (PQP) / Developed
 - Northeast: Residential Mobile Home (RMH) / Developed
 - Southeast: Commercial (C) / Developed

PROPERTY CHARACTERISTICS:

- The area is currently undeveloped.
- The area has slight sloping to the South.
- The area is accessed from North 5th Street

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-9 CC, CT Commercial Districts
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND:

1. The property is owned by Koinonia Development LP.
2. The rezone includes all of APN 001-610-096,097,098,& 099 plus ½ of the North 5th Street rights-of-way and a small portion of 001-610-075 which they are purchasing from the City of Elko
3. The area fronts North 5th Street.

4. City utilities are located in the immediate vicinity.
5. Other non-city utilities are located in the immediate area.
6. The application for rezone is based on an application for a Conditional Use Permit for the development of townhomes and the Tentative Map that was submitted for the Mountain View Townhomes Subdivision.

MASTER PLAN:

Land use:

1. Land Use is shown as Neighborhood Mixed Use.
2. Supporting zone districts for Neighborhood Mixed Use are Convenience Commercial (CC) and Commercial Transitional (CT).
3. Objective 1: Promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups.
4. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
5. 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 zone district is in conformance with the Land Use Component of the Master Plan.

Transportation:

1. The area will be accessed from North 5th Street.
2. North 5th Street is classified in the Transportation Component as a Minor Arterial.
3. The property has pedestrian access along North 5th Street.

The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

1. The property sits within the 20 year capture zone for the City of Elko wells.

The proposed zone district is in conformance with wellhead protection plan.

SECTION 3-2-4 Establishment of Zoning Districts:

1. No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
2. No building or other structure shall hereafter be erected or altered:
 - a. To exceed the heights required by the current City Airport Master Plan;

- b. To accommodate or house a greater number of families than as permitted in this chapter;
 - c. To occupy a greater percentage of lot area; or
 - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
- 3. No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
 - 4. No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title. The property meets the area requirements for the proposed zone district.

The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).

SECTION 3-2-9 (B) –Commercial Transitional Zoning District

- 1. As the property develops, it will be required to be in conformance with Section 3-2-9 (B).

The proposed zone district is in conformance with Elko City Code Section 3-2-9 (B).

SECTION 3-2-21:

The application is in conformance with Elko City Code 3-2-21 with the filing of this application.

SECTION 3-8:

The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA).

FINDINGS:

- 1. The proposed zone district is in conformance with the Land Use Component of the Master Plan.
- 2. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.
- 3. The property is not located within the Redevelopment Area.
- 4. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan.
- 5. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).
- 6. The proposed zone district is in conformance with Elko City Code Section 3-2-9(B).
- 7. The application is in conformance with Elko City Code 3-2-21.

8. The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA).
9. Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

STAFF RECOMMENDATION:

Staff recommends this item be CONDITIONALLY APPROVED with the following condition:

1. Resolution for the zone amendment not to be signed by the mayor until after the Deed and BLA for the Land Sale 1-19, selling a portion of APN 001-610-075 from the City of Elko to Koinonia Development LP., be recorded.

Resolution 03-20 for Rezone 5-19 Koinonia Development, LP - CC

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001614001	ANCHONDO, CARISA & MICHAEL		2508 FRANZI LN	ELKO NV	89801-4445
001610039	ATLAS LAND HOLDINGS LLC		1522 PROSPECT LN	ALPINE UT	84004-1874
001610018	COPPERWOOD APARTMENTS LLC		4655 S 2300 E APT 205	SALT LAKE CITY UT	84117-4679
001612003	DAVIS, LYNETTE		2430 5TH ST	ELKO NV	89801-4469
001612008	DENNIS, PERRY KENT ET AL		2451 CONNIE VIEW DR	ELKO NV	89801-4479
001612009	DITTES, JANET F		2441 CONNIE VIEW DR	ELKO NV	89801-4479
001610075	ELKO CITY OF <i>NOP.C.</i>		1755 COLLEGE AVE	ELKO NV	89801
001611007	ELKO CO TREAS TR		571 IDAHO ST	ELKO NV	89801-3715
001611005	ELLIS, GREGOR ET AL		2350 N 5TH ST	ELKO NV	89801-4453
001612010	FINK, KYLE		2431 CONNIE VIEW DR	ELKO NV	89801-4479
001612011	FRANCE, DALE L & YVONNE B		230 TEAL WAY	ELKO NV	89801-8483
001612007	GILBERT, DON L & LINDA		2461 CONNIE VIEW DR	ELKO NV	89801-4478
001613005	HEIT, GARY D ET AL		2536 FRANZI LN	ELKO NV	89801-4474
001614002	HEREDIA, MARIA DEL CARMEN		531 MARY WAY	ELKO NV	89801-4450
001612012	KRANZ, CHRISTOPHER ALLEN		511 TASHA WAY	ELKO NV	89801-4461
001611003	MCCARSON, CHRISTINE M		2330 N 5TH ST	ELKO NV	89801-4453
001610047	NORTH FIFTH COMMERCIAL CENT LLC		PO BOX 669	ELKO NV	89803-0669
001612006	PETTY, MICHAEL & JULIE		512 MARY WAY	ELKO NV	89801-4447
001613002	POMROY, ROBERT & CAITLIN TERESA		2515 FRANZI LN	ELKO NV	89801-4446
001612004	REIMOLD, ZACKERY E ET AL		2440 N 5TH ST	ELKO NV	89801-4469
001613003	RODRIGUEZ, ALEJANDRO		2523 FRANZI LN	ELKO NV	89801-4446
001613001	SANDOVAL, LUZ & CELSA G		2507 FRANZI LN	ELKO NV	89801-4446
001611014	SANTINA, CHANCE		2321 CONNIE VIEW DR	ELKO NV	89801-4451
001611004	SHIPP, DUSTY		959 MONTROSE LN	ELKO NV	89801-2472
001612002	SIDES, RICHARD		2420 5TH ST	ELKO NV	89801-4469
001610049	SONORA LLC		PO BOX 1597	ELKO NV	89803-1597
001610048	SONORA LLC <i>} 1 p.c.</i>		PO BOX 1597	ELKO NV	89803-1597
001611006	SORENSEN, TYLER M & KIRSTI		512 TASHA WAY	ELKO NV	89801-4459
001613007	TAYLOR, TODD		503 TINA LN	ELKO NV	89801-4443
001613004	THORNBURG, GILBERT G TR ET AL		PO BOX 1772	ELKO NV	89803-1772
001612005	TYNER, ERIC		2450 N 5TH ST	ELKO NV	89801-4469
001614004	VELAZQUEZ, JOSE T TR		500 TINA LN	ELKO NV	89801-4400
001612001	WORNEK, KIM RAY & DONNA K		2410 N 5TH ST	ELKO NV	89801-4469

001611013 WORTHINGTON, NEIL E
001613006 WRIGHT, JOHNNY S & LESLIE L

2341 CONNIE VIEW DR ELKO NV
2528 FRANZI LN ELKO NV

89801-4451
89801-4474

33

Post Marked 1/17/20

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a public hearing on Tuesday, January 28, 2020 beginning at 5:30 P.M. P.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on this matter under consideration in person, by writing, or by representative.

The specific item to be considered under public hearing format is:

- Rezone 5-19, having a hearing as Resolution No. 03-20, filed by Koinonia Development, LP, for a change in zoning from C (General Commercial), PQP (Public-Quasi, Public), and RMH (Mobile Home Park and Mobile Home Subdivision) to CT (Commercial Transitional) Zoning District, approximately 4.00 acres of property, specifically APNs 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075, located generally on the south side of N. 5th Street, across from Mary Way, more particularly described as:

A parcel of land located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the monument located at the intersection of North Fifth Street and Tasha Way as shown on the Parcel Map for North VII, a General Partnership, filed in the office of the Elko County Recorder, Elko, Nevada, as document number 416535, being Corner No. 1, the True Point of Beginning;

Thence South 32°09'14" West, a distance of 40.00 feet to Corner No. 2, being the most easterly corner of Parcel No. 1 as shown on said Parcel Map;

Thence South 32°09'14" West, along the southeast boundary of said Parcel No. 1 and the northwest boundary of Parcel 1-A as shown on the Parcel Map for Elko Athletic Club Associates filed in the office of the Elko County Recorder, Elko, Nevada, as document number 300324, a distance of 125.00 feet to Corner No. 3;

Thence North 57°50'46" West, a distance of 318.05 feet to Corner No. 4;

Thence South 72°09'14" West, a distance of 97.91 feet to Corner No. 5;

Thence North 57°50'46" West, a distance of 455.77 feet to Corner No. 6, being the most westerly corner of Parcel No. 4 as shown on said Parcel Map for North VII;

Thence North 32°09'14" East, along the northwesterly boundary of said Parcel No. 4, a distance of 200.00 feet to Corner No. 7, being the most northerly corner of said Parcel No. 4;

Thence North 32°09'14" East, a distance of 40.00 feet to Corner No. 8, a point on the centerline of North Fifth Street;

Thence South 57°50'46" East, along the centerline of said North Fifth Street, a distance of 836.75 feet to Corner No. 1, the Point of Beginning.

Said Parcel contains an area of 4.008 acres, more or less.

The intent of the zone change is to allow for a town home development.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

ELKO CITY COUNCIL



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 phone * (775) 777-7219 fax

APPLICATION FOR ZONE CHANGE

APPLICANT(s): Koinonia Development, LP
MAILING ADDRESS: 207 Brookwood Drive, Elko, NV 89801
PHONE NO (Home) _____ (Business) (775) 778-1539
NAME OF PROPERTY OWNER (If different): same
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: same
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-610-096, 097, 098 & 099, and a portion of 001-610-075
Address Not addressed
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. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month).

Fee: A \$500.00 non-refundable filing fee.

Area Map: A map of the area proposed for this zone change must be provided.

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, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example).

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 this Rezone Application.

RECEIVED

1. Identify the existing zoning classification of the property: _____

C – Commercial

PQP – Public, Quasi Public

RMH – Residential Mobile Home

2. Identify the zoning Classification being proposed/requested: _____

CT – Commercial Transitional

3. Explain in detail the type and nature of the use anticipated on the property: _____

Development of 44 single family residential townhouse lots.

4. Explain how the proposed zoning classification relates with other zoning classifications in the area: _____

Single family residential zoning (RMH) currently exists across North Fifth Street from the proposed development. Commercial zoning (C) currently exists on each side of the proposed development. Public, quasi public zoning (PQP) currently exists along the southerly boundary of the proposed development (Mountain View Park).

5. Identify any unique physical features or characteristics associated with the property: _____

The property abuts North Fifth Street and overlooks Mountain View Park.

(Use additional pages if necessary to address questions 3 through 5)

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

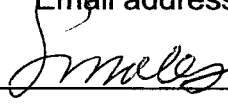
Applicant / Agent Koinonia Development, LP / John M. Smales
(Please print or type)

Mailing Address 207 Brookwood Drive
Street Address or P.O. Box

Elko, NV 89801
City, State, Zip Code

Phone Number: (775) 778-1539

Email address: johns.koinonia@gmail.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 5-19 **Date Filed:** 12/2/19 **Fee Paid:** \$500 CX# 2989

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to conditionally approve Tentative Map No. 13-19, filed by Kelly Builders LLC, for the development of a subdivision entitled Townhomes at Ruby View, involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development, and 1 common lot within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 28, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **The subject property is located on the south side of Indian View Heights Drive near the intersection of Griswold Drive (APN 001-530-026). The Planning Commission considered this item on January 7, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 13-19. MR**
6. **Budget Information:**
Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, P.C. Action Report, Staff Reports, and related correspondence.**
9. Recommended Motion: **Conditionally approve Tentative Map No. 13-19 for the Townhomes at Ruby View Subdivision, subject to the findings and conditions as recommended by the Planning Commission. The City Council determines that the property can be divided based on the findings required in Section 3-3-5(E)(2) of the Municipal Code.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **Kelly Builders, LLC
209 Raptor Court
Elko, NV 89801
kellybuilders@frontiernet.net

Carter Engineering, LLC
Attn: Lana Carter
P.O. Box 794
Elko, NV 89801
lanacarter@live.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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of January 7, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on January 7, 2020 per City Code Section 3-3-5(D)4.:

Tentative Map No. 13-19, filed by Kelly Builders, LLC, for the development of a subdivision entitled The Town Homes at Ruby View involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development and 1 common lot within the R (Single-Family and Multi-Family Residential) Zoning District, and matters related thereto.

The subject property is located generally on the south side of Indian View Heights at the intersection of Griswold Drive. (1553 Indian View Heights Drive - APN 001-530-026)

WHEREAS, the Planning Commission, upon review and consideration of the application, supporting data, public input and testimony, forward a recommendation to City Council to conditionally approve Tentative Map No. 13-19 subject to the conditions found in the City of Elko Staff Report dated December 17, 2019, with a few modifications made by the Planning Commission listed as follows:

Development Department:

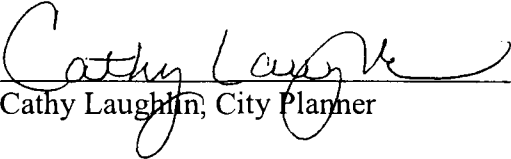
1. Conditional Use Permit 11-19 must be approved and all conditions be met.
2. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
3. Tentative Map approval constitutes authorization for the subdivider to proceed with preparation of the Final Map and associated construction plans.
4. The Tentative Map must be approved by the Nevada Department of Environmental Protection prior to submitting for Final Map approval by the City of Elko.
5. Tentative Map approval does not constitute authorization to proceed with site improvements.
6. The applicant must submit an application for Final Map within a period of four (4) years in accordance with NRS.360(1)(a). Approval of the Tentative Map will automatically lapse at that time.
7. A soils report is required with Final Map submittal.
8. A hydrology report is required with Final Map submittal.
9. Final Map construction plans are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Title 9, Chapter 8 of City code.
11. The Utility Department will issue an Intent to Serve letter upon approval of the Tentative Map by the City Council.
12. Construction Plans must be approved by the Nevada Department of Environmental Protection prior to the issuance of a grading permit by the City of Elko.

Fire Department:

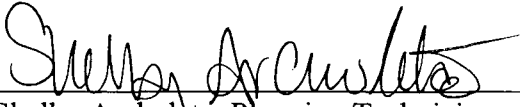
1. Work with the church and good relations for the gate(s) to be placed to the back of the

- new subdivision for emergency access.
2. Gates to all backyards for emergency access to be constructed.
 - a. Keeping an isle for emergency responders to access if needed to the rear of all properties.

The Planning Commission's findings to support its recommendation are the proposed subdivision and development is in conformance with the Land Use Component of the Master Plan. The proposed subdivision and development is in conformance with the Transportation Component of the Master Plan. The proposed subdivision and development does not conflict with the Airport Master Plan. The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012. The property is not located within the Redevelopment Area. The proposed subdivision and development are in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system. No zoning amendment is required for the proposed subdivision. In accordance with Section 3-3-5(E)(2), the proposed subdivision and development will not result in undue water or air pollution based on the following: a. There are no obvious considerations or concerns which indicate the proposed subdivision would not be in conformance with all the applicable environmental and health laws and regulations. b. There is adequate capacity within the City's water supply to accommodate the proposed subdivision. c. The proposed subdivision and development will not create an unreasonable burden on the existing water system. d. There is adequate capacity at the Water Reclamation Facility to support the proposed subdivision and development. e. The proposed subdivision and development will be connected to the City's programmed sanitary sewer system. Therefore, the ability of soils to support waste disposal does not require evaluation prior to Tentative Map approval. f. Utilities are available in the immediate area and can be extended for the proposed development. g. Schools, fire and police, and recreational services are available throughout the community. h. The proposed subdivision and development will not cause unreasonable traffic congestion or unsafe conditions with respect to existing or proposed streets. i. The area is not located within a designated flood zone. Concentrated storm water runoff has been addressed as shown on the grading plan. j. The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in the water-holding capacity of the land thereby creating a dangerous or unhealthy condition. The proposed subdivision submittal is in conformance with Sections 3-3-6, 3-3-9, 3-3-10, 3-3-11, 3-3-12, 3-3-13, 3-3-14, and 3-3-15 of City Code. The proposed subdivision and development is in conformance with Section 3-2-3 of City Code. The proposed subdivision and development is in conformance with Section 3-2-4 of City Code. The proposed subdivision and development is in conformance with Section 3-2-5(E)(2). Conformance with Section 3-2-5(E) is required as the subdivision develops. The proposed subdivision and development is in conformance with Section 3-2-5(G) of City Code. The proposed subdivision and development is in conformance with Section 3-2-17. Conformance with Section 3-2-17 is required as the subdivision develops. The proposed subdivision and development is not located in a designated flood hazard area and is in conformance with Section 3-8 of City Code. The proposed subdivision design shall conform to Title 9, Chapter 8 of City Code.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk
Michele Rambo, Development Manager (email)
Matt Griego, Fire Chief (email)

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 1/7

Do not use pencil or red pen, they do not reproduce

Title: Tentative Map No. 13-19- The Town Homes at Ruby View

Applicant(s): Kelly Builders, LLC

Site Location: 1553 Indian View Heights Dr. - APN 001-530-026

Current Zoning: R Date Received: 11/26/19 Date Public Notice: 12/24/19

COMMENT: This is for the division of \approx 1.3 acres into 10 lots for residential development and a common area, which will be entitled The Town Homes at Ruby View.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 12/19/19

Recommend approval as presented by
Staff

SAW

Initial

City Manager: Date: 12/20/19

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

REPORT DATE:	December 17, 2019
PLANNING COMMISSION DATE:	January 7, 2020
AGENDA ITEM NUMBER:	I.A.2.
APPLICATION NUMBER:	Tentative Map 13-19
APPLICANT:	Kelly Builders, LLC
PROJECT DESCRIPTION:	Townhomes at Ruby View

A Tentative Map for the proposed division of approximately 1.297 acres of property into 10 townhouse lots for residential development and 1 common lot within an R (Single Family and Multiple Family Residential) Zoning District.



STAFF RECOMMENDATION:

RECOMMEND CONDITIONAL APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-530-026

PARCEL SIZE: 1.297 Acres

EXISTING ZONING: (R) Single Family and Multiple Family Residential

MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density

EXISTING LAND USE: Vacant

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: Single and Multiple Residential / Developed
- South: Single and Multiple Residential (R) / Developed
- East: Single and Multiple Residential (R) / Developed
- West: Tribal Land / Developed

PROPERTY CHARACTERISTICS:

- The property is an undeveloped residential parcel.
- The site abuts previous residential development to the north, churches to the south, east, and west.
- The parcel has some slope to it, which is incorporated into the design of the lots where possible.
- The property will be accessed off of Indian View Heights Drive.

APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-3 General Provisions
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-5(E) Single Family and Multiple Family Residential District
- City of Elko Zoning – Section 3-2-5(G) Residential Zoning Districts Area, Setback, and Height
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Chapter 3 Subdivisions
- City of Elko Zoning – Section 3-8 Flood Plain Management
- City of Elko Public Ways and Property – Title 9, Chapter 8 Post Construction Runoff Control and Water Quality Management

BACKGROUND:

1. The property owner and applicant is Kelly Builders, LLC.
2. The subdivision is located on APN 001-530-026.
3. The property is undeveloped.
4. The proposed subdivision consists of 10 townhouse lots and 1 common lot.
5. The total subdivided area is approximately 1.297 acres.
6. The proposed density is 7.71 units per acre.
7. No phasing is proposed as part of this subdivision.
8. There are no new roads or dedications offered as part of the project.
9. The property is located on the south side of Indian View Heights Drive at the intersection of Griswold Drive.
10. A Stage 1 meeting for the proposed subdivision was held on February 14, 2019.

MASTER PLAN

Land Use:

1. The land use is shown as Residential Medium Density. Medium Density is identified as having a density of 5-8 units per acre.
2. Single Family and Multiple Family Residential (R) zoning is listed as a corresponding district for the Medium Density Designation in the Master Plan.
3. The listed Goal of the Land Use Component states: "Promote orderly, sustainable growth and efficient land use to improve quality of life and ensure new development meets the needs of all residents and visitors."
4. Objective 1 under the Land Use component of the Master Plan states: "Promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups."
 - a. Best Practice 1.1 – The proposed subdivision meets several of the methods described to achieve a diverse mix of single family homes in the community.
 - b. Best Practice 1.3 – The location of the proposed subdivision appears to support the City striving for a blended community by providing a mix of housing types in the neighborhood and is supported by existing infrastructure.
5. Objective 8 of the Land Use component of the Master Plan states: "Ensure that new development 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." Staff believes there will be no negative impacts to natural systems and no issue with regard to human health and safety.

The proposed subdivision and development is in conformance with the Land Use component of the Master Plan.

Transportation:

1. The project will be accessed from Indian View Heights Drive.
2. Indian View Heights Drive is classified as a Residential Collector road.
3. The interior circulation of the project will be provided by a private driveway.
4. The Master Plan requires Residential Collector roads to have 60 feet of right-of-way.
5. Indian View Heights Drive has 60 feet of right-of-way. No further dedications are required.

6. Upon full buildout, the proposed subdivision is expected to generate approximately 58 additional Average Daily Trips based on 5.81 trips/townhome (ITE Trip Generation, 10th Edition).

The proposed subdivision and development is in conformance with the Transportation component of the Master Plan.

ELKO AIRPORT MASTER PLAN:

The proposed subdivision and development does not conflict with the Airport Master Plan.

CITY OF ELKO DEVELOPMENT FEASIBILITY, LAND USE, WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION INFRASTRUCTURE, AND ANNEXATION POTENTIAL REPORT – NOVEMBER 2012:

The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012.

ELKO REDEVELOPMENT PLAN:

The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

The property is located within the 20-year capture zone for several City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

SECTION 3-3-5 TENTATIVE MAP STAGE (STAGE II):

Tentative Map Approval 3-3-5(E)(2)(a)-(k) – Requires the following findings:

- a. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.
 - The proposed subdivision will be connected to the city's water supply system, programmed sewer system and is required to be in compliance with all applicable federal, state, and local requirements.
- b. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.
 - The City of Elko Engineering Department is required to model the anticipated water consumption of the subdivision. The City of Elko Utility Department will be required to submit a "Tentative Will-Serve Letter" to the State of Nevada. The water modeling requires an update to reflect the increased number of lots. Current City-wide annual water usage is approximately 50% of the total allocated water rights.

- City of Elko currently has excess pumping capacity of 3,081 gallons per minute. Sufficient infrastructure and pumping capacity exists to provide the required water volume to serve the proposed subdivision and development.
 - The Developer will extend properly sized infrastructure as required for development of the property.
 - The proposed subdivision and development will not create an unreasonable burden on the existing water supply.
- c. The availability and accessibility of utilities.
- Utilities are available in the immediate area and can be extended for the proposed development.
- d. The availability and accessibility of public services such as schools, police protection, transportation, recreation, and parks.
- Schools, fire and police, and recreational services are available throughout the community.
- e. Conformity with the zoning ordinance and the City's Master Plan, except that if any existing zoning ordinance is inconsistent with the City's Master Plan, the zoning ordinance takes precedence.
- The Master Plan Land Use Map shows the area as Medium Density Residential. The proposed subdivision and development have been designed in accordance with the Single Family and Multiple Family Residential (R) zone.
 - The result is a density of 7.71 units per acre, which meets the minimum density of 4 units per acre specified in the Master Plan.
 - The proposed subdivision is in conformance with the City's Master Plan as well as the Zoning Ordinance.
- f. General conformity with the City's Master Plan of streets and highways.
- The proposed subdivision is in conformance with the Transportation Component of the Master Plan.
- g. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.
- The proposed subdivision and development will add approximately 58 Average Daily Trips to Indian View Heights Drive. Based on the threshold of 1,000 ADT referenced in the Master Plan, a traffic study is not required with this subdivision.
 - The proposed subdivision and development will not cause unreasonable traffic congestion or unsafe conditions with respect to existing or proposed streets.
- h. Physical characteristics of the land, such as floodplain, slope, and soil.
- The proposed subdivision and subsequent development of the property is expected to reduce the potential for erosion in the immediate area. Development of the property will not cause unreasonable soil erosion.
 - A hydrology report is required with the Final Map and Construction Plan submittal.

- The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in the water holding capacity of the land thereby creating a dangerous or unhealthy condition.
- i. The recommendations and comments and those entities and persons reviewing the Tentative Map pursuant to this Chapter and NRS 278.330 to 278.3485, inclusive.
- j. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.
- k. The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by Chapter 375 of NRS and for compliance with the disclosure and recording requirements of Subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.

There are no obvious considerations or concerns which indicate the proposed subdivision would not be in conformance with all applicable provisions.

SECTION 3-3-6 CONTENT AND FORMAT OF TENTATIVE MAP SUBMITTAL:

- A. Form and Scale – The Tentative Map conforms to the required size and form specifications.
- B. Identification Data
 - 1. The subdivision name, location, and section/township/range, with bearing to a section corner or quarter-section corner, is shown.
 - 2. The name, address, email, and telephone number of the subdivider is shown.
 - 3. The engineer's name, address, and telephone number are shown.
 - 4. The scale is shown on all sheets.
 - 5. The north arrow is shown on all sheets.
 - 6. The date of initial preparation and dates of any subsequent revisions are shown.
 - 7. A location map is provided.
 - 8. A legal description is provided.
- C. Physical Conditions
 - 1. The existing topography of the site is shown.
 - 2. Existing drainage conditions are shown on the Tentative Map.
 - 3. There are no Special Flood Hazards within the proposed subdivision.
 - 4. All roadways, easements, and corporate limits are shown within and adjacent to the subdivision.
 - 5. Dimensions of all subdivision boundaries are shown on the Tentative Map.
 - 6. Gross and net acreage of the subdivision is shown.
- D. Recorded Map Information:
 - 1. Any previously recorded maps for adjacent properties is labeled on the Tentative Map.

E. Existing Zoning:

1. The zoning is shown for the subject property. Zoning classifications for adjacent properties are also shown on the Tentative Map.

F. Proposed Improvements and Other Features Data:

1. The proposed interior driveway layout is shown. None of the streets are named or proposed for dedication. The grades of the proposed streets are shown on the grading plan. The continuation of roadways is not required of the proposed subdivision.
2. The lot layout with consecutively numbered lots is shown. The area and dimensions for each lot are shown, as well as the total number of lots.
3. Typical easements will be required along all lot lines.
4. No street dedications are proposed.
5. A Conditional Use Permit is required to allow for the use of townhouses in the Single Family and Multiple Family Residential zoning. This application has been submitted and is being processed by the Planning Department.

G. Proposed Deed Restrictions:

1. Proposed CC&R's for the subdivision have been submitted.

H. Preliminary Grading Plan:

1. A grading plan has been provided. Estimated quantities of cut and fill have been provided in a separate document.

I. NPDES Permit Compliance:

1. The subdivider will be required to comply with the City of Elko's storm water regulations.

J. Proposed Utility Methods and Requirements:

1. The proposed sewage disposal infrastructure connecting to the City's infrastructure is shown on the utility plan.
2. The proposed water supply infrastructure connecting to the City's infrastructure is shown on the utility plan.
3. The Tentative Map shows storm water infrastructure. A hydrology report will be required with the Final Map and Construction Plan submittal.
4. Utilities in addition to City utilities must be provided with construction plans required for Final Map submittal.
5. The City will not require a traffic impact study for the proposed subdivision.

SECTION 3-3-9 GENERAL REQUIREMENTS FOR SUBDIVISION DESIGN:

- A. Conformance with Master Plan: The proposed subdivision is in conformance with the Master Plan objectives for density and applicable zoning.
- B. Public Facility Sites: No public facility sites are proposed for dedication.
- C. Land Suitability: The area proposed for subdivision is suitable for the proposed development based on the findings in this report.

The proposed subdivision is in conformance with Section 3-3-9 of City code.

SECTION 3-3-10 STREET LOCATION AND ARRANGEMENT:

- A. Conformance with Plan: The proposed subdivision utilizes an existing section of Indian View Heights Drive for access.
- B. Layout: Street continuation through the proposed subdivision is not required.
- C. Extensions: No extensions are required as part of the proposed subdivision.
- D. Arrangement of Residential Streets: The arrangement of streets within the subdivision prevents outside traffic from utilizing the neighborhood for cut-through traffic.
- E. Protection of Residential Properties: There are no lots that have frontage or access from arterial streets. A note has been required on the Tentative Map that no lots shall front on Celtic Way, a Minor Collector.
- F. Parallel Streets: Consideration of street location is not required.
- G. Topography: The residential driveway has been designated to address the topography of the area.
- H. Alleys: No alleys are proposed.
- I. Half-Streets: There are no half-streets proposed.
- J. Dead-End Streets: There are no dead-end streets proposed. The driveway is designed to allow for appropriate turnaround areas for traffic, as well as fire trucks.
- K. Intersection Design: The proposed intersection with Indian View Heights Drive are code compliant.

The proposed subdivision is in conformance with Section 3-3-10 of City code.

SECTION 3-3-11 STREET DESIGN:

- A. Required Right-of-Way Widths: Indian View Heights Drive currently consists of the required 60 feet of right-of-way. No new streets are proposed.
- B. Street Grades: The proposed street grades are code compliant.
- C. Vertical Curves: The vertical curves are code compliant.
- D. Horizontal Alignment: The horizontal alignment of the driveway and intersection are code compliant.

The proposed subdivision is in conformance with Section 3-3-11 of City code.

SECTION 3-3-12 BLOCK DESIGN:

- A. Maximum Length of Blocks: The block design does not exceed the maximum length of a block and maximizes block length.
- B. Sidewalks or Pedestrian ways: The proposed sidewalks are code compliant. No other pedestrian ways are proposed.

The proposed subdivision is in conformance with Section 3-3-12 of City code.

SECTION 3-3-13 LOT PLANNING:

- A. Lot Width, Depth, and Area: The lots are in conformance with the specifications stipulated for the zoning in Elko City Code 3-2-5.
- B. Building Setback: The proposed subdivision, when developed, can meet setback requirements as stipulated in Elko City Code 3-2-5(G).
- C. Side Lot Lines: The side lot lines are generally at right angles to the interior driveway. Deviations occur on inside curves and are appropriate.
- D. Accessibility: The development abuts a public street. All residents will have access to Indian View Heights Drive.
- E. Prohibitions: No units shall have direct access to Indian View Heights Drive. All access is to be through the proposed driveway.

The proposed subdivision is in conformance with Section 3-3-13 of City code with the note added as part of section E (above).

SECTION 3-3-14 EASEMENT PLANNING:

- A. Utility Easements: Typical side and rear yard easements are already in place. No new easements are offered for dedication. Overhead utilities are not allowed within the subdivision.
- B. Underground Utilities: Overhead utilities are not allowed within the subdivision. The utility companies, at their discretion, may request a wider easement on the rear lot line.
- C. Lots Facing Curvilinear Streets: Overhead utilities are not allowed within the subdivision.
- D. Public Drainage Easement: Typical side and rear yard easements for drainage and/or utilities are already in place.
- E. Easement Land Not Considered and Considered in Minimum Lot Area Calculation: All calculations appear to be correct.
- F. Lots Backing Onto Arterial Streets: There are no lots proposed which back onto an arterial street.
- G. Water and Sewer Lines: The utilities are shown in the streets, within existing side or rear easements, and in the proposed driveway access. Sanitary sewer will tie into the existing city infrastructure near the northeast corner of the property.

The proposed subdivision is in conformance with Section 3-3-14 of City code.

SECTION 3-3-15 STREET NAMING:

No new streets are proposed as part of this project.

The proposed subdivision is in conformance with Section 3-3-15 of City code.

SECTIONS 3-3-16 STREET LIGHT DESIGN STANDARDS:

Conformance is required with the submittal of construction plans.

SECTION 3-3-17 through 3-3-22 (inclusive):

All referenced sections are applicable to Final Map submission, approval, and construction plans.

SECTION 3-3-23 PARK LAND DEDICATIONS:

There is no offer of dedication for park lands.

SECTION 3-2-3 GENERAL PROVISIONS:

Section 3-2-3(C)(1) of City code specifies use restrictions. The following use restrictions shall apply:

Principal Uses: Only those uses and groups of uses specifically designated as “principal uses permitted” in zoning district regulations shall be permitted as principal uses; all other uses shall be prohibited as principal uses.

Accessory Uses: Uses normally accessory and incidental to permitted principal or conditional uses may be permitted as hereinafter specified.

Other uses may apply under certain conditions with application to the City.

Section 3-2-3(D) states that: “No land may be used or structure erected where the land is held by the planning commission to be unsuitable for such use or structure by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography, low bearing strength, erosion susceptibility, or any other features likely to be harmful to the health, safety, and general welfare of the community. The planning commission, in applying the provisions of this section, shall state in writing the particular facts upon which its conclusions are based. The applicant shall have the right to present evidence contesting such determination to the city council if he or she so desires, whereupon the city council may affirm, modify, or withdraw the determination of unsuitability.”

The proposed subdivision and development is in conformance with Section 3-2-3 of City code.

SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS:

1. Section 3-2-4(B) Required Conformity to District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.
2. Section 3-2-4(B)(4) stipulates that no yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The proposed subdivision is in conformance with Section 3-2-4 of City code.

SECTION 3-2-5(E) R – SINGLE FAMILY AND MULTIPLE FAMILY RESIDENTIAL:

Section 3-2-5(E)(2) Principal Uses Permitted:

1. Adult care facility serving ten (10) or fewer.
2. Electric power substations, sewer lift stations, and water pump stations wherein service to district residents requires location within the district.
3. Multiple-family residential units, including a duplex, triplex, or a fourplex located on a single lot or parcel, provided area and setback requirements are met.
4. One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.
5. Publicly owned and operated parks and recreation areas and centers.
6. Residential facility for groups of ten (10) or fewer.

The proposed subdivision and development is in conformance with Section 3-2-5(E)(2). Conformance with Section 3-2-5(E) is required as the subdivision develops.

SECTION 3-2-5(G) RESIDENTIAL ZONING DISTRICTS AREA, SETBACKS, AND HEIGHT:

1. Lot areas are shown.
2. Lot dimensions are shown. The lot dimensions are in conformance with Section 3-2-5(G) of City code.

The proposed subdivision and development is in conformance with Section 3-2-5(G) of City code.

SECTION 3-2-17 TRAFFIC, ACCESS, PARKING, AND LOADING:

1. Indian View Heights Drive is designated as a Residential Collector in the Master Plan. No new streets are being proposed as part of the proposal.
2. The proposed lots are large enough to develop the required off-street parking. Each townhouse unit will include a two-car garage within the individual lots. Additional guest parking will be provided in the common lot owned and maintained by the Homeowner's Association.
3. The access driveway is proposed to be more than the 75 feet required in Section 3-2-17(B)(3)(3).

The proposed subdivision and development is in conformance with Section 3-2-17 of City code. Conformance with Section 3-2-17 is required as the subdivision develops.

SECTION 3-8 FLOOD PLAIN MANAGEMENT:

The proposed subdivision and development is not located in a designated special flood hazard area and is in conformance with Section 3-8 of City Code.

TITLE 9, CHAPTER 8 POST CONSTRUCTION RUNOFF CONTROL AND WATER QUALITY MANAGEMENT:

Final design of the subdivision is required to conform to the requirements of this title. The Tentative Map storm drain infrastructure is shown through the area.

OTHER:

The following permits will be required for the project:

1. State storm water general permit: Required submittals to the City of Elko are a plan view showing the storm water controls, a copy of the Storm Water Pollution Prevention Plan (SWPPP) and a copy of the certified confirmation letter from the Nevada Department of Environmental Protection.
2. A Surface Area Disturbance (SAD) is required if the disturbed area is equal to or greater than five (5) acres. A copy of the SAD permit is required to be submitted to the City of Elko.
3. A street cut permit from the City of Elko.
4. A grading permit from the City of Elko.
5. All other applicable permits and fees required by the City of Elko.
6. The City of Elko also requires submittal of the plans to the individual utility companies before permits will be issued for the project.

FINDINGS

1. The proposed subdivision and development is in conformance with the Land Use component of the Master Plan.
2. The proposed subdivision and development is in conformance with the Transportation component of the Master Plan.
3. The proposed subdivision and development does not conflict with the Airport Master Plan.
4. The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012.
5. The property is not located within the Redevelopment Area.
6. The proposed subdivision and development are in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

7. No zoning amendment is required for the proposed subdivision.
8. In accordance with Section 3-3-5(E)(2), the proposed subdivision and development will not result in undue water or air pollution based on the following:
 - a. There are no obvious considerations or concerns which indicate the proposed subdivision would not be in conformance with all applicable environmental and health laws and regulations.
 - b. There is adequate capacity within the City's water supply to accommodate the proposed subdivision.
 - c. The proposed subdivision and development will not create an unreasonable burden on the existing water system.
 - d. There is adequate capacity at the Water Reclamation Facility to support the proposed subdivision and development.
 - e. The proposed subdivision and development will be connected to the City's programed sanitary sewer system. Therefore, the ability of soils to support waste disposal does not require evaluation prior to Tentative Map approval.
 - f. Utilities are available in the immediate area and can be extended for the proposed development.
 - g. Schools, fire and police, and recreational services are available throughout the community.
 - h. The proposed subdivision and development will not cause unreasonable traffic congestion or unsafe conditions with respect to existing or proposed streets.
 - i. The area is not located within a designated flood zone. Concentrated storm water runoff has been addressed as shown on the grading plan.
 - j. The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in the water-holding capacity of the land thereby creating a dangerous or unhealthy condition.
9. The proposed subdivision submittal is in conformance with Section 3-3-6 of City code.
10. The proposed subdivision is in conformance with Section 3-3-9 of City code.
11. The proposed subdivision is in conformance with Section 3-3-10 of City code.
12. The proposed subdivision is in conformance with Section 3-3-11 of City code.
13. The proposed subdivision is in conformance with Section 3-3-12 of City code.
14. The proposed subdivision is in conformance with Section 3-3-13 of City code.
15. The proposed subdivision is in conformance with Section 3-3-14 of City code.
16. The proposed subdivision is in conformance with Section 3-3-15 of City code.
17. The proposed subdivision and development is in conformance with Section 3-2-3 of City code.

18. The proposed subdivision and development is in conformance with Section 3-2-4 of City code.
19. The proposed subdivision and development is in conformance with Section 3-2-5(E)(2). Conformance with Section 3-2-5(E) is required as the subdivision develops.
20. The proposed subdivision and development is in conformance with Section 3-2-5(G) of City code.
21. The proposed subdivision and development is in conformance with Section 3-2-17. Conformance with Section 3-2-17 is required as the subdivision develops.
22. The proposed subdivision and development is not located in a designated flood hazard area and is in conformance with Section 3-8 of City code.
23. The proposed subdivision design shall conform to Title 9, Chapter 8 of City code.

STAFF RECOMMENDATION:

Staff recommends this item be **conditionally approved** with the following conditions:

Development Department:

1. Conditional Use Permit 11-19 must be approved and all conditions be met.
2. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
3. Tentative Map approval constitutes authorization for the subdivider to proceed with preparation of the Final Map and associated construction plans.
4. The Tentative Map and construction plans must be approved by the Nevada Department of Environmental Protection prior to submitting for Final Map approval by the City of Elko.
5. Tentative Map approval does not constitute authorization to proceed with site improvements.
6. The applicant must submit an application for Final Map within a period of four (4) years in accordance with NRS.360(1)(a). Approval of the Tentative Map will automatically lapse at that time.
7. A soils report is required with Final Map submittal.
8. A hydrology report is required with Final Map submittal.

9. Final Map construction plans are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Title 9, Chapter 8 of City code.
11. The Utility Department will issue an Intent to Serve letter upon approval of the Tentative Map by the City Council.

Fire Department:

1. Work with the church and good relations for the gate(s) to be placed to the back of the new subdivision for emergency access.
2. Gates to all backyards for emergency access to be constructed.
3. Keeping an isle for emergency responders to access if needed to the rear of all properties.

Tentative Map 13-19 The Town Homes at Ruby View - CC

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001530019	BRENSEL, ROBERT A ET AL		1550 INDIAN VIEW HEIGHTS DR	ELKO NV	89801-2896
001530012	CHRISTIAN CENTER OF ELKO		1555 INDIAN VIEW HEIGHTS DR	ELKO NV	89801-2691
001530013	ELKO ENGLISH CONGREGATION OF JE	C/O GROUNDWATER FEE	486 SPRING CREEK PKWY	SPRING CREEK NV	89815-5320
001530009	GRANT, THOMAS R & JODIE L		1680 INDIAN VIEW HEIGHTS DR	ELKO NV	89801-2667
00609D001	US DEPT OF THE INTERIOR BUR OF	C/O BLM	3900 E IDAHO ST	ELKO NV	89801-4692
001530011	WAHRENBROCK, CINDY HOPE		2072 RUBY VIEW DR	ELKO NV	89801-2649
001530018	WAHRENBROCK, JON A		1800 GRISWOLD DR UNIT 1	ELKO NV	89801-1625

⑦

Post Marked 1/17/20

* Properties to
receive Public Hearing
Notice.

EAGLE DR

GRISWOLD DR

INDIAN VIEW HEIGHTS DR

RUBY VISTA DR

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, January 28, 2020 beginning at 5:30 P.M. P.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, or by representative.

The specific item to be considered under public hearing format is:

- **Tentative Map No. 13-19, filed by Kelly Builders, LLC, for the development of a subdivision entitled The Town Homes at Ruby View involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development and 1 common lot within the R (Single-Family and Multi-Family Residential) Zoning District, and matters related thereto. The subject property is located generally on the south side of Indian View Heights at the southern terminus of Griswold Drive (1553 Indian View Heights Drive - APN 001-530-026)**

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

ELKO CITY COUNCIL



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

January 9, 2020

Bureau of Water Pollution Control
Nevada Division of Environmental Protection
901 S. Stewart Street, Suite 4001
Carson City, Nevada 89701-5249

Subject: The Town Homes at Ruby View, 10 Lots + 1 common area – Elko, Nevada

Attached are two copies of the Tentative Map for The Town Homes at Ruby View in Elko, Nevada. This Multifamily subdivision has 10 lots and a common area. This subdivision's water supply will be the City of Elko's municipal water system. The subdivision will also be served by the City of Elko Sanitary Sewer System and Storm Drainage System. Upon approval of the Tentative Map Dale Johnson, Utilities Director, will provide an Intent to Serve Letter to applicable state agencies.

Also enclosed is the review fee of \$433.00, Check No. 1633

Please let me know if you have any questions.

Sincerely,

Shelby Archuleta
Planning Technician
City of Elko Planning Department
sarchuleta@elkocitynv.gov

CC: Lana Carter, Carter Engineering: lanalcarter@live.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

January 9, 2020

State of Nevada
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Subject: The Town Homes at Ruby View, 10 Lots + 1 common area – Elko, Nevada

Attached are two copies of the Tentative Map for The Town Homes at Ruby View in Elko, Nevada. This Multifamily subdivision has 10 lots and a common area. The subdivision's water supply will be the City of Elko's municipal water system. Upon approval of the Tentative Map Dale Johnson, Utilities Director, will provide an Intent to Serve Letter to applicable state agencies.

Also enclosed is the review fee of \$191.00, Check No. 1634

Please let me know if you have any questions.

Sincerely,

Shelby Archuleta
Planning Technician
City of Elko Planning Department
sarchuleta@elkocitynv.gov

CC: Lana Carter, Carter Engineering: lanalcarter@live.com

=====

ASPEN
500 ASPEN WAY
ELKO, NV 89801-2797
312561-0825
(800)275-8777
01/09/2020 09:34 AM

=====

Product	Qty	Unit Price	Price
PM 2-Day (Domestic) (CARSON CITY, NV 89701) (Weight:1 Lb 9.20 Oz) (Expected Delivery Day) (Saturday 01/11/2020) (USPS Tracking #) (9505 5100 5051 0009 3955 16)	1	\$9.45	\$9.45
Insurance (Up to \$50.00 included)			\$0.00
PM 2-Day (Domestic) (CARSON CITY, NV 89701) (Weight:1 Lb 9.30 Oz) (Expected Delivery Day) (Saturday 01/11/2020) (USPS Tracking #) (9505 5100 5051 0009 3955 23)	1	\$9.45	\$9.45
Insurance (Up to \$50.00 included)			\$0.00
Total:			\$18.90

Debit Card Remit'd \$18.90
(Card Name:VISA)
(Account #:XXXXXXXXXX5337)
(Approval #)
(Transaction #:258)
(Receipt #:026501)
(Debit Card Purchase:\$18.90)
(Cash Back:\$0.00)
(AID:A0000000980840 Chip)
(AL:US DEBIT)
(PIN:Verified)

Includes up to \$50 insurance

Text your tracking number to 28777
(2USPS) to get the latest status.
Standard Message and Data rates may
apply. You may also visit www.usps.com
USPS Tracking or call 1-800-222-1811.

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



Transmittal Letter

Date: December 20, 2019

To: Michele Rambo, AICP
Development Manager, City of Elko
1751 College Avenue
Elko, Nevada 89801

From: Lana L. Carter, P.E.
Carter Engineering, LLC

Regarding: The Town Homes at Ruby View - Revised Tentative Map and Conditional
Use Site Plan

Description of Attachments:

1. 3 Copies of the Revised CUP Site Plan (24"x36")
2. 3 Copies of the Revised Tentative Map (24"x36")

Remarks:

Hello Michele,

Please accept the attached revised plans for the CUP and Tentative Map for The Town
Homes at Ruby View. We appreciate everyone's help throughout this process.

Thanks - Lana L Carter

A handwritten signature in cursive script, appearing to read 'Lana', is written over the printed name 'Lana L Carter'.

Cc: Wade and Laura Kelly, Kelly Builders, LLC

RECEIVED

DEC 20 2019



ADDENDUM # 2



1 This addendum to the Offer and Acceptance Agreement dated 01/30/2019, regarding
2 the property located at 1553 Indian View Heights Elko NV 89801
3 between Kelly Builders LLC
4 Christian Center of Elko
5 is being attached this date 03/27/2019 and becomes effective when signed by all parties.

6 In reference to Addendum 1 lines 9-15 and the Exhibit 1 regarding deeded access, the City of Elko will
7 not allow for a shared access point on proposed development. Buyer requests referenced Addendum 1
8 line items 9-15 to be omitted from the contract.

10 Buyer has completed their due diligence and during that due diligence discovered that there is not only
11 the water line that goes through the middle of the property but also a gas line and that both must be
12 relocated and also that with any development of the property the City of Elko will require the entrance of
13 the church to be re-built at the developers expense.

15 Attached is an estimate from Ruby Dome and Carter Engineering of the associated expenses for the
16 relocation of water line, gas line and rebuilding of the approach/entrance as well as Carter Engineering
17 drawings of the entrance including the requirements from the City of Elko.

19 Because of the above expenses the buyer is still interested in the property at a Purchase price of
20 \$75,000.00 to off set some of the new expenses discovered during the due diligence period.

22 At a purchase price of \$75,000.00 builder will, concurrent with the development of the property do the
23 entrance and water line/gas line relocation work as per the attached drawings.

35 All other terms to remain the same.

37 Dated: <u>3-27-19</u> Time: <u>5:39 pm</u>	Dated: <u>4-3-19</u> Time: <u>12:11 pm</u>
39 BUYER/TENANT: <u>[Signature]</u> 40 <u>Kelly Builders LLC</u>	SELLER/OWNER: <u>[Signature]</u> <u>Christian Center of Elko</u>
41 BUYER/TENANT: _____	SELLER/OWNER: _____
43 BUYER/TENANT: _____	SELLER/OWNER: _____
45 BUYER/TENANT: _____	SELLER/OWNER: _____



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 5, 2019

NV Energy
Mr. Robert Lino
4216 Ruby Vista Dr.
Elko, NV 89801-1632

SUBJECT: Tentative Map No. 1-20/The Town Homes at Ruby View

Dear Mr. Lino:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Town Homes at Ruby View subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their January 7, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Application Number
was switched from
1-20 to 13-19 after
letters were sent.



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 5, 2019

Satview Broadband
Mr. Steve Halliwell
3550 Barron Way, Suite 13A
Reno, NV 89511

SUBJECT: Tentative Map No. 1-20/The Town Homes at Ruby View

Dear Mr. Halliwell:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Town Homes at Ruby View subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their January 7, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 5, 2019

Frontier Communications

John Poole

1520 Church Street

Gardnerville, NV 89410

SUBJECT: Tentative Map No. 1-20/The Town Homes at Ruby View

Dear Mr. Poole:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Town Homes at Ruby View subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their January 7, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 5, 2019

Elko County School District
Mr. Todd Pehrson
PO Box 1012
Elko, NV 89803

SUBJECT: Tentative Map No. 1-20/The Town Homes at Ruby View

Dear Mr. Pehrson:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Town Homes at Ruby View subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their January 7, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 5, 2019

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702

SUBJECT: Tentative Map No. 1-20/The Town Homes at Ruby View

To Whom It May Concern:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Town Homes at Ruby View subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their January 7, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Re: Tentative Map 1-20 and Tentative Map 14-19

Amanda Marcucci <Amanda.Marcucci@swgas.com>

Mon 12/16/2019 7:51 AM

To: Shelby Archuleta <sarchuleta@elkocitynv.gov>

📎 2 attachments (5 MB)

114 1-20 Plans.pdf (2A) 1-19 Plans.pdf (1)

Hi Shelby,

I don't have any concerns with the info. you provided. Tentative Map 14-19

Amanda



Delivering
to
SERVICE
DEPARTMENT

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: Tuesday, December 10, 2019 7:12 AM

To: Amanda Marcucci <Amanda.Marcucci@swgas.com>

Subject: EXTERNAL: Re: Tentative Map 1-20 and Tentative Map 14-19

Amanda,

Sorry about that. Here are the PDFs.

Let me know if you need anything else.

Shelby Archuleta

Planning Technician

City of Elko

Planning Department

Ph (775) 777-7160



City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210
Facsimile: 775.777.7219

December 4, 2019

Carter Engineering, LLC
Attn: Lana Carter
P.O. Box 794
Elko, NV 89803

Re: Townhomes at Ruby View – Complete Submittal

Dear Ms. Carter:

The City of Elko has reviewed your Tentative Map application materials for the Townhomes at Ruby View (submitted November 26, 2019) and has found them to be complete. We will now begin processing your application by transmitting the materials to other City departments for their review. You may receive further comments or corrections as these reviews progress.

I will keep you updated on the status of your application, but please feel free to contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

CC: Kelly Builders, LLC
209 Raptor Court
Elko, NV 89801

City of Elko – File

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



Transmittal Letter

Date: November 26th, 2019

RECEIVED

NOV 26 2019

To: Cathy Laughlin, City Planner
City of Elko
1751 College Avenue
Elko, Nevada 89801

From: Lana L. Carter, P.E.
Carter Engineering, LLC

Regarding: The Town Homes at Ruby View - Tentative Map Submittal

Description of Attachments:

- ✓ 1. Application
- ✓ 2. Fee (Check 1619 \$1,025.00)
- ✓ 3. 3 Sets of the Tentative Map and Floor Layout (24"x36")
- ✓ 4. 1 Set of the Tentative Map and Floor Layout (8.5"x11")
- ✓ 5. Hydrology Study
- 6. CCR's-HOA Draft documents
- 7. PDF copy of the entire submittal on a jump drive.

Remarks:

Hello Cathy,

Please accept the attached submittal for The Town Homes at Ruby View. It is my understanding that the State submittal will be made after Planning Commission approval and that it is desired to wait until then to prepare the State materials and fees allowing any changes due to the City's review process to be included within the State submittal package. We appreciate everyone's help throughout this process.

Thanks - Lana L Carter

Cc: Wade and Laura Kelly, Kelly Builders, LLC



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR TENTATIVE MAP (STAGE II) APPROVAL

****PRIOR TO SUBMITTING THIS APPLICATION, PRE-APPLICATION (STAGE I) MUST BE COMPLETE****

APPLICANT(s): Kelly Builders, LLC

MAILING ADDRESS: 209 Raptor Court, Elko Nevada 89801

PHONE NO (Home): _____ **(Business):** 775-777-3217

EMAIL: kellybuilders@frontiernet.net

NAME OF PROPERTY OWNER (If different): _____

(Property owner consent in writing must be provided)

MAILING ADDRESS: _____

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary): _____

ASSESSOR'S PARCEL NO.: 001-530-026 **Address** 1553 Indian View Heights Drive

Lot(s), Block(s), & Subdivision _____

Or Parcel(s) & File No. Parcel 1 of file No. 707194

APPLICANT'S REPRESENTATIVE: Carter Engineering, LLC (Lana L. Carter)

MAILING ADDRESS: P.O. Box 794, Elko Nevada 89803

PHONE NO: 775-397-2531

EMAIL: lanalcarter@live.com

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 42 days (6 weeks) prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month), and must include the following:

1. One .pdf of the entire application, and three (3) 24" x 36" copies of the tentative map, grading plan, and utility plan folded to a size not to exceed 9"x12" provided by a properly licensed surveyor or civil engineer, and any required supporting data, prepared in accordance with Section 3-3-5(C) and 3-3-6 of the Elko City Code (see attached checklist).
2. A Development Master Plan when, in the opinion of the Planning Commission, the proposed subdivision possesses certain characteristics, such as size, impact on neighborhoods, density, topography, utilities, and/or existing and potential land uses, that necessitate the preparation of a Development Master Plan.
3. Applications/fees for State of Nevada review. (See Page 5)

Fee: \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

PROJECT DESCRIPTION OR PURPOSE:

This project is the development of 10 town homes on individually owned lots. The lots shall be the perimeter of the town home structure and a rear yard. The remainder shall be common area controlled by the home owners association (HOA). The proposed water, sanitary sewer and culverts are to be private and owned by the HOA. The the paved driveways, trash enclosure, concrete parking pads, individual private sidewalks to homes will also be private and owned by the HOA. One water meter is proposed and the utility service will be paid by the HOA. The proposed landscape and irrigation service will be owned by the HOA as well. Each unit will have a two car garage and a two car parking pad. There are nine additional guest parking spaces provided. This project requires a conditional use permit (CUP). The CUP is being submitted along with the Tentative Map application.

(Use additional pages if necessary)

Tentative Map Checklist as per Elko City Code 3-3-6

Date	Name
Identification Data	
✓	Subdivision Name ✓
✓	Location and Section, Township and Range ✓
✓	Reference to a Section Corner or Quarter-Section Corner ✓
✓	Name, address, phone number, and email of subdivider ✓
✓	Name, address, phone number, and email of engineer/surveyor ✓
✓	Scale, North Point and Date of Preparation ✓
✓	Dates of Revisions ✓
✓	Location maps ✓
✓	Legal description of boundaries ✓
Existing Conditions Data	
✓	2' contours on city coordinate system ✓
	Location of Water Wells none in area ✓
✓	Location of Streams, private ditches, washes and other features ✓
✓	Location of Designated flood zones ✓
✓	The Location, widths and Names of all platted Streets, ROW ✓
✓	Municipal Corporation Lines ✓
✓	Name, book and page numbers of all recorded plats ✓
✓	Existing Zoning Classifications in conformance with Master Plan Land Use ✓
✓	Zoning of Adjacent Properties ✓
✓	Dimensions of all tract boundaries, gross and net acreage ✓
Proposed Conditions Data	
✓	Street Layout, location, widths, easements ✓
	Traffic Impact Analysis Not required ✓
✓	Lot Layout, including dimensions of typical lots ✓
	Corner Lot Layout No corner Lots ✓
✓	Lot layout on Street Curves ✓
✓	Each lot numbered consecutively ✓
✓	Total number of lots ✓
✓	Location, Width and proposed use of easements ✓
	Location, extent and proposed use of all land to be dedicated ✓ None
	Location and boundary of all proposed zoning districts ✓ No zone changes
✓	Draft of proposed deed restrictions ✓
✓	Preliminary Grading Plan ✓
✓	Conceptual cut and fill ✓
✓	Estimated quality of material to be graded ✓
Proposed Utilities	
✓	Sewage Disposal, design for sewage disposal ✓
✓	Water Supply, Evidence of adequate volume and quality ✓
✓	Storm Drain, Preliminary Calculations and Layout ✓
✓	Telephone, Power, Gas, Television ✓
	Intent to Serve Letter from Utility Department ✓ after council approval

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- ☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- ☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- ☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent Kelly Builders LLC
(Please print or type)

Mailing Address 209 Raptor Ct
Street Address or P.O. Box
ELKO, NV 89801
City, State, Zip Code

Phone Number: 775 777 3217

Email address: kellybuilders@frontiernet.net

SIGNATURE: Laura Kelly

FOR OFFICE USE ONLY

10 Lots + Common Area = $11 \times \$25 = \275
+ 750
\$1,025

File No.: 13-19 **Date Filed:** 11/26/19 **Fee Paid:** \$1025 CK# 11019

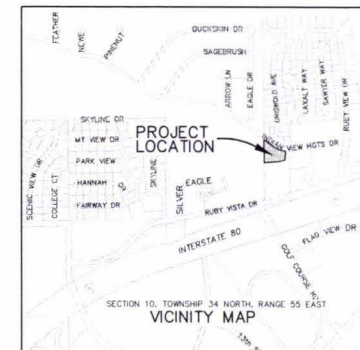
THE TOWN HOMES at RUBY VIEW

PROJECT INFORMATION

- ZONING: R - SINGLE FAMILY AND MULTIPLE FAMILY RESIDENTIAL DISTRICT
- APN = 001-530-026
- LEGAL DESCRIPTION = PARCEL 1 OF FILE NUMBER 707194, IN THE OFFICE OF THE ELKO COUNTY RECORDER
- TOTAL AREA: PARCEL AREA IS 1,330 ACRES
- 10 LOTS TOTAL WITH ONE REMAINDER LOT
- NO DEED RESTRICTIONS
- THE EXISTING PARCEL IS 1553 INDIAN VIEW HEIGHTS DRIVE
- PARCEL TO BE SUBDIVIDED IS IN LOCATED IN SECTION 10 OF TOWNSHIP 34 NORTH, RANGE 55 EAST M.D.B. & M.
- SUBDIVISION TO BE SERVED BY THE FOLLOWING UTILITY COMPANIES:
CITY OF ELKO - WATER, SEWER & STORM DRAIN
SIN GAS - NATURAL GAS
FRONTIER - COMMUNICATIONS AND TELEPHONE
N.V. ENERGY - ELECTRICAL
SATELVIEW BROAD BAND - COMMUNICATIONS AND TELEVISION
ELKO SANITATION - WASTE DISPOSAL
- THIS PROPERTY IS LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) PER FEMA FIRM MAP 32007C5607E EFFECTIVE 9-4-13
- THE ESTIMATED SANITARY SEWER CONTRIBUTION IS 350 GPD/LOT - 10 LOTS x 350 GPD/LOT = 3,500 GPD
- THE ESTIMATED WATER DEMAND IS 1.12 AC-FT/YEAR/LOT - 10 LOTS x 1.12 AC-FT/YEAR/LOT = 11.20 AC-FT/YEAR
- TOTAL GROSS ACREAGE: 1,297 ACRES (56,477,40 SF)
- TOTAL RIGHT OF WAY ACREAGE OFFERED FOR DEDICATION: 0.009 ACRES
- TOTAL LOT AREAS: 0.537 ACRES (23,395.00 SF)
- TOTAL NET ACREAGE: 0.780 ACRES (33,082.40 SF)
- THERE ARE NO NEW EASEMENTS TO BE DEDICATED
- ON SITE DRIVEWAY AND UTILITIES WILL BE PRIVATE AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
- IN ADDITION TO A 2 CAR GARAGE AND 2 CAR PARKING PAD PER EACH DWELLING, AN ADDITIONAL 9 PARKING SPACES ARE PROPOSED FOR GUESTS
- SETBACK REQUIREMENTS: FRONT YARD = 15 FEET
INTERIOR SIDE YARD = 7 FEET
REAR YARD = 20 FEET
- THE TOPOGRAPHY AND BOUNDARY SHOWN HERE IS PER A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 10-16-19 PERFORMED UNDER THE DIRECTION OF DUANE MERRILL, P.L.S.
- ALL UNITS WILL HAVE FENCED YARDS WITH A 5' WIDE GATE FOR FOR EMERGENCY ACCESS.

LEGEND

EXISTING SANITARY SEWER MANHOLE	1
EXISTING SANITARY SEWER LINE	2
EXISTING STORM DRAIN MANHOLE	3
EXISTING STORM DRAIN LINE	4
EXISTING CURB RILET	5
EXISTING STORM DRAIN	6
EXISTING STORM DRAIN MANHOLE	7
EXISTING CULVERT	8
EXISTING GAS LINE	9
EXISTING WATER LINE	10
EXISTING WATER VALVE	11
EXISTING FIRE HYDRANT	12
EXISTING SPOOT	13
PROPOSED WATER LINE	14
PROPOSED WATER SERVICE LINE	15
PROPOSED WATER VALVE	16
PROPOSED FIRE HYDRANT	17
EXISTING TELEPHONE PEDSTAL	18
EXISTING TELEPHONE BOX	19
EXISTING POWER POLE	20
EXISTING OVER HEAD POWER LINE	21
EXISTING POWER BOX	22
PROPOSED PROPERTY CORNER	23
EXISTING PROPERTY CORNER	24
EXISTING DRAINAGE SWALE	25
PROPOSED DRAINAGE SWALE	26



TOWN HOME FOOT PRINT

PROJECT CONTACTS

OWNER-DEVELOPER

KELLY BUILDERS, LLC
209 RAPTOR COURT
ELKO, NEVADA 89801
CONTACT: WADE KELLY
OR LAURA KELLY
(775) 777-3217
EMAIL: kellybuilders@fronternet.net

CIVIL ENGINEER

CARTER ENGINEERING, LLC
P.O. BOX 794
ELKO, NEVADA 89801
CONTACT: LANA L. CARTER, P.E.
(775) 397-2531
EMAIL: lanacarter@live.com

SURVEYOR

HIGH DESERT ENGINEERING, LLC
640 IDAHO STREET
ELKO, NEVADA 89801
CONTACT: ROBERT E. MORLEY, P.L.S.
(775) 738-4053
EMAIL: remorley@frontier.net

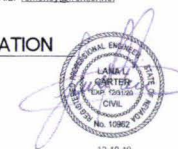
SHEET INDEX

- TENTATIVE MAP - LAYOUT
- UTILITY PLAN
- GRADING PLAN
- CUT AND FILL GRID

ENGINEER'S CERTIFICATION

I, LANA L. CARTER, A REGISTERED PROFESSIONAL CIVIL ENGINEER IN THE STATE OF NEVADA, DO HEREBY CERTIFY THAT THIS TENTATIVE PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND WAS COMPLETED ON THE 26TH DAY OF NOVEMBER, 2019.

LANA L. CARTER, P.E.



SCALE: 1"=20'

DESCRIPTION	REV	DATE
MODIFY DWG FOR LOTS 4, 5, 6	1	12-18-19
CHANGE RUCS AND ADD NOTE 18	2	12-18-19

Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Elko, Nevada 89803
775-397-2531

KELLY BUILDERS, LLC
THE TOWN HOMES at RUBY VIEW
TENTATIVE MAP - LAYOUT
ELKO, NEVADA

DESIGN BY: LLC	SCALE
DRAWN BY: LLC	HORIZ: 1"=20'
CHECKED BY: LLC	VERT: N/A
DATE: 12-19-19	SHEET
JOB NO: 08-2019	1
DWG NO: 2019-17	OF 4

[illegible]

1. ALL WATER MAINS SHALL BE AWWA C900, DR 18 WATER PIPE
2. ALL WATER SERVICE LINES SHALL BE AWWA C900, 1" IPS 200 PSI

- [illegible]

1. ALL SEWER LINES SHALL BE SD-35 P.V.C.
2. IN NO CASE SHALL A LATERAL CONNECT TO THE SEWER MAIN DIRECTLY THE TOP OF THE PIPE

3. SEWER LATERALS TO BE 4" Ø AND SHALL HAVE A MINIMUM SLOPE OF 2% FOR 100 FEET.

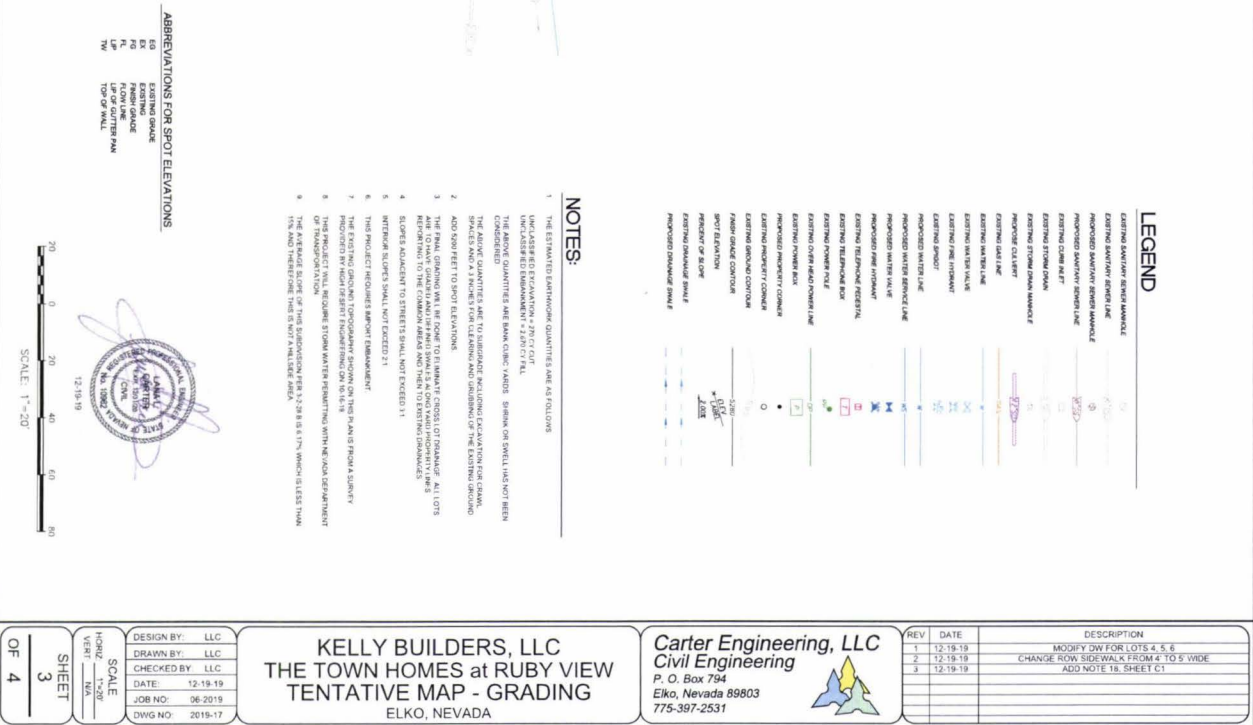
1. ALL CULVERTS SHALL BE ADS N-12 WT OR APPROVED EQUIV.

- GENERAL NOTES:**
1. SANITARY SEWER IS PROPOSED AS PUBLIC TO FIRST NEW MANHOLE THEN

1. SANITARY SEWER IS PROPOSED AS PUBLIC TO FIRST NEW MANHOLE THEN AT ONSITE SEWER IS PROPOSED AS PRIVATE.
2. THE WATER IS PROPOSED AS PUBLIC TO THE WATER METER. THE WATER

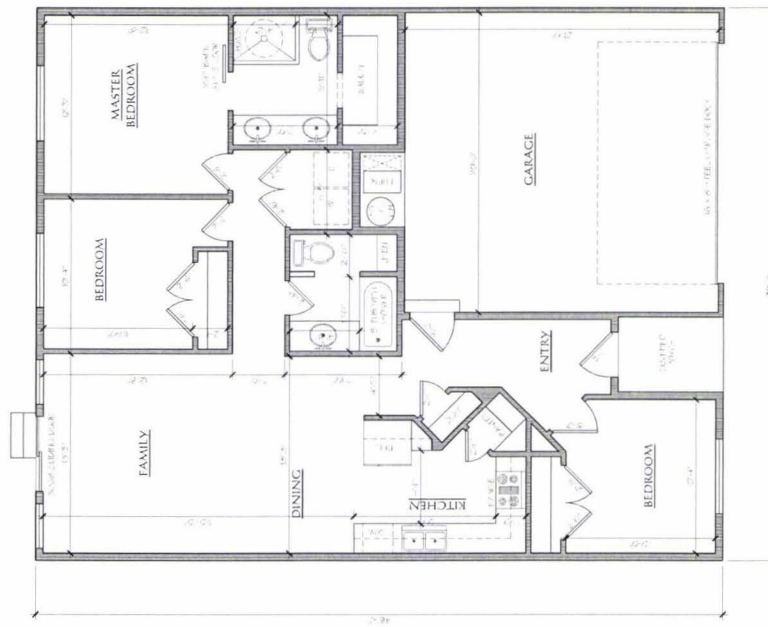
3. ONE METER IS PROPOSED FOR THIS DEVELOPMENT WITH THE UTILITY SERVICES PAID FOR BY THE HOME OWNER ASSOCIATION
4. THE SIZE OF THE PROPOSED WATER LINE MAY CHANGE FOR FINAL DESIGN DEPENDING ON THE FUTURE COUNTS OF THE TOWN HOMES
5. AN IRRIGATION TAP WITH BACK FLOW DEVICE SHALL BE PROVIDED ON THE PRIVATE SIDE OF THE METER AS PART OF FINAL DESIGN







MAIN FLOOR PLAN
12'-0" x 46'-0" 12'-0" x 46'-0"



2

RESIDENCE
KELLY BUILDERS
SUBDIVISION
LOT#
DATE: 14 OCTOBER 2019

REVISIONS	DATE	BY
1	10/14/19	KL
2	10/14/19	KL
3	10/14/19	KL
4	10/14/19	KL
5	10/14/19	KL
6	10/14/19	KL
7	10/14/19	KL
8	10/14/19	KL
9	10/14/19	KL
10	10/14/19	KL

T&K
Design Group, Inc.
401 795-2943 FAX 401-296-1114
300 West Jordan, Utah

Draft CCR's and HOA document

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THE TOWNHOMES AT RUBY VIEW

DRAFT

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
THE TOWNHOMES AT RUBY VIEW**

A Planned Community in Elko, Nevada.

THIS DECLARATION (the "Declaration") is made this ____ day of November 2019, by Kelly Builders, LLC, A Nevada limited liability company (the "Declarant"), in its capacity as the owner and developer of THE TOWNHOMES AT RUBY VIEW, a Planned Community located in the City of Elko, County of Elko, State of Nevada.

ARTICLE I

PURPOSE AND EFFECTUATION

- 1.01 Purpose.** The purpose of this instrument is to provide for the preservation of the values of Lots and residential Units within THE TOWNHOMES AT RUBY VIEW (the "Development"), a Planned community in Elko, Nevada, and for the maintenance of the driveways, amenities, open spaces, landscaping all other Common Areas therein.
- 1.02 Effectiveness.** From and after the effective date hereof: (a) Each part of the Development and each Lot and Unit lying within the boundaries of the Development shall constitute constituent parts of a single planned community; (b) The Development shall consist of the Lots and of the Common Areas which are described and depicted on the plat and in this Declaration; (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions thereof; and (d) The Plat of the Development shall consist of the instrument filed for record in the Office of the Elko County Recorder, Elko, Nevada, as the same may be amended.

ARTICLE II

DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated:

- 2.01 Articles** shall mean and refer to the Articles of Incorporation of the Association, which are or shall be filed with Nevada Secretary of State and in the Office of the Ombudsman for Common Interest Communities of the Nevada Division of Real Estate, State of Nevada, as amended from time to time.
- 2.02 Assessment** shall mean the amount, which is to be levied and assessed against each Lot and paid by each Owner to the Association for Association expenses.
- 2.03 Association** shall mean **THE TOWNHOMES AT RUBY VIEW HOMEOWNERS ASSOCIATION**, a Nevada nonprofit corporation, and its successors and assigns.
- 2.04 Board** shall mean the Board of Directors for the Association.

2.05 Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in Articles XI, XII, XIII.

2.06 Common Areas shall mean all portions of the Development except the Lots and Units, and shall include all property owned by the Association for the common use and enjoyment of the Owners such as all private undedicated roadways, driveways, parking, amenities, open spaces, landscaping, structural common area, if any, and the like, together with all easements appurtenant thereto, as reflected on the plat.

2.07 Declarant shall mean KELLY BUILDERS LLC, a Nevada limited liability company, its successors and assigns, if any, as developer of the Development.

2.08 Declaration shall mean this "Declaration of Easements, Covenants, Conditions and Restrictions of THE TOWNHOMES AT RUBY VIEW, A Nevada Planned Community as the same may be supplemented or amended from time to time.

2.09 Development shall mean the Planned Community known as THE TOWNHOMES AT RUBY VIEW, a Planned Community, as it exists at any given time.

2.10 Limited Common Areas shall mean any Common Areas designated for exclusive use by the Owner of a particular Unit. Limited Common Areas that are identified on the Plat with the same number or other designation by which a Unit is identified thereon shall be Limited Common Area for the exclusive use of the Owner of the Unit bearing the same number or designation.

2.11 Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development as designated on the Plat intended for single-family residential use.

2.12 Managing Agent shall mean any person or entity appointed or employed as Managing Agent by the Association.

2.13 Mortgage shall mean any recorded first mortgage or first deed of trust encumbering a Lot; and Mortgagee shall mean any mortgage or beneficiary under a mortgage.

2.14 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Elko County, Nevada) of a fee or undivided fee interest in any Lot, and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no Mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable to all responsibilities of an Owner.

2.15 Plat shall mean and refer to the subdivision plat covering the Property entitled "THE TOWNHOMES AT RUBY VIEW," ACCEPTED BY THE City of Elko, and recorded as File _____ on _____, in the Office of the County Recorder of Elko County, Nevada.

2.16 Property shall mean all land covered by this Declaration, including Common Areas and Lots. The Property shall consist of the land described in Section 3.01 of Article III hereof.

2.17 Reimbursement Assessment shall mean a charge against a particular Owner or his Lot for the purpose of reimbursing the Association for costs incurred in bringing the Owner or his Lot or Unit into

compliance with the provisions of this Declaration, the Articles, Bylaws or rules and regulation of the Association, or any other charge designated as a Reimbursement Assessment in this Declaration the Articles, Bylaws or rules and regulations of the Association, together with costs, interest, attorney's fees and other charges payable by such Owner pursuant to the provision of this Declaration.

2.18 Unit it shall mean a structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including anything located within or without said Unit (but designated and designed to serve only that Unit) such as patios decks, appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, but specifically excluding roofs and exterior surfaces of Units (and/or building in which Units exist) and patio fences, all of which roofs, surfaces and fences shall be treated as Limited Common Areas designated for the exclusive use of the particular Units to which such surfaces appertain, even though not designated as Limited Common Areas on the Plat.

ARTICLE III

PROPERTY DESCRIPTION AND ANNEXATION

3.01 Submission. The Property which initially is and shall be held transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property in the City of Elko, County of Elko, State of Nevada:

Legal Description and any exceptions to follow

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above described parcel of real property, whether or not the same are reflected on the Plat.

RESERVING UNTO DECLARANT, however, such easements and rights on ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration:: (i) to construct and complete each of the buildings and Units and all of the other improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonable necessary or proper in connection therewith; and (ii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the date on which this Declaration is filed for record in the office of the County Recorder of Elko County, Nevada.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and is incident thereto; all instruments of record which affect the above-described real property of any portion thereof, including, without limitation, an Mortgage (and noting in this paragraph shall be deemed to modify or amend such Mortgage); all visible exists and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Plan or existing; an easement for each and every pipe, line cable, wire, utility line, or similar facility which traverse or partially occupies the said real property (including buildings) at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of and replacement of all such pipes, lines, cable, wires utility lines, and similar facilities; AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

3.02 Division of Lots. The Development is hereby divided into ten (10) Lots, as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Common Areas, as well as appurtenant obligations pertaining to assessments, maintenance, etc., all as set forth in this Declaration

ARTICLE IV

DUTIES AND OBLIGATIONS OF OWNERS

4.01 Maintenance and Repairs. Each Owner shall at his own cost maintain his Lot and any improvements constructed thereon in good repair at all times, provided that Unit exteriors, roof, and patio fences shall be maintained and repaired by the Association as provided in Section 12.01 of this Declaration. In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Development. The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof must be submitted to and approved by the Architectural Control committee pursuant to its procedures. Notwithstanding the obligations of the Association to maintain and repair Unit exteriors, roofs and patio fences as provided herein, no Owner shall openly or wantonly neglect or fail to help keep such items in good and attractive condition.

4.02 Insurance. Notwithstanding any insurance coverage required to be provided herein by the Association, each Owner shall procure and maintain in force hazard insurance on their Unit as is customary in projects such as the Development and which is consistent with each Owner's individual circumstances (See also 8.02 of this Declaration).

4.03 Assessments and Rules Observance. Each Owner shall be responsible for the prompt payment of any Assessments provided for in this Declaration and for the observance of the rules and regulations promulgated by the Association from time to time. Owners in violation of the provisions of this Section 4.03 will not be deemed to be in good standing for Association voting purpose.

4.04 Transfer of Interests. Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his Lot to another, either voluntarily or by operation of law, shall be relieved by all obligations under this Declaration, following such transfer.

ARTICLE V

PROPERTY RIGHTS AND CONVEYANCES

5.01 Easement Concerning Common Areas. Each Lot shall have appurtenant thereto a nonexclusive right and easement of use and enjoyment in and to the Common Areas for their intended purposes. Such right and easement shall be appurtenant to and shall pass with title to each Lot and shall in no event be separated therefrom.

5.02 Form of Conveyancing; Leases. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

THE TOWNHOMES AT RUBY VIEW, a Planned Community in Elko, Nevada, SUBJECT TO the "Declaration of Easements, Covenants, Conditions and Restrictions of THE TOWNHOMES AT RUBY VIEW, a Planned Community in Elko, Nevada, recorded in the Office of the Elko County Recorder as Document No. _____ (as said Declaration may have heretofore been amended or supplemented), TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented)

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

5.03 Ownership and Transfer of Title to Common Areas. Concurrent with or immediately following the recordation of this Declaration and the Plat, Declarant shall convey to the Association title to the various Common Areas free and clear of all liens other than the lien of current general taxes and the lien of any nondelinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities. All sewer laterals will be owned, operated and maintained by the Association.

5.04 Limitation on Easement. Each Lot's appurtenant right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to govern by reasonable rules and regulations the use of the Common Areas so as to provide for the enjoyment of the Common Areas in a manner consistent with the collective rights of all the Owners;
- (b) The right of the City of Elko, Nevada any any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street or driveway, parking area, walkway, or open area contained within the

Common Areas for the purpose of providing police and fire protection and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer any part of the common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that such dedication or transfer must first be assented to in writing by (i) the holder of each and every Mortgage and encumbers any Lot and (i) the Owners of Lots to which at least sixty percent (60%) of the total votes in the Association appertain.

5.05 Utility Easements. Each Lot is subject to appurtenant easements for underground lines for utility purposes under and through such portions of the Common Areas as are comprised of roads, walkways, and landscaped areas. If any Owner utilities such easement rights with respect to his Lot or Unit, he shall be responsible for the restoration to its former state of any portion of the Common Areas, which have been disturbed or damaged as a result.

5.06 Easements for Encroachments. If any structure or Unit improvement (including without limitation, roof overhangs) constructed on any Lot whether or not constructed in replacement of the structure or improvement previously located thereon (so long as such structure or improvement is in substantially the same configuration and location as such prior structure or improvement) now or hereafter encroaches upon any other Lot or upon any portion of the common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure (including without limitation, roof overhangs) on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to substantially duplicate the location and configuration of the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Areas due to the reconstructed structures being in a slightly different location than its predecessor shall be permitted; and valid easements for such encroachments and maintenance thereof, so long as they continue, shall exist.

ARTICLE VI

USE RESTRICTIONS

6.01 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units set forth herein.

6.02 Residential Use. The Property is zoned residential, and each Lot and Unit is restricted to single-family residential use pursuant to applicable provisions of Elko City Code. Each Lot, Unit and Owner are subject to the uses and restrictions imposed by such zoning, including occupancy and parking, and no Lot or Unit shall be used, occupied, or altered in violation of any ordinance or so as to create a nuisance or to interfere with the rights of any other Owner.

6.03 Use Restrictions. All activity on the Property is subject to the following use restrictions, and to any additional use restrictions, which may, from time to time, be adopted by the Board pursuant to Section 12.03 of this Declaration:

(a) **Private Single-Family Residence Use.** No Unit shall be used except for residential single-family purposes. No Unit or any part thereof shall be used or occupied by any persons not

coming within the definition of "Family" as such term is defined and intended in the Elko City Code as of the date hereof provided further, however, that no more than (3) unrelated persons may live together as a group in a single household in a dwelling Unit as therein defined.

(b) **Rental or Lease of Unit.** No rental or lease of any Unit shall be for less than the whole thereof.

(c) **Business Use.** No resident may operate a commercial trade or business in or from his Unit with employees of any kind or with customers who are not residents of the Development, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Unit. No commercial trade or business may be conducted in or from a Unit unless (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the residence; (b) the business activity conforms to all home occupation ordinances and zoning requirements; (c) the business activity does not involve persons coming onto the Property who do not reside in the Development or door-to-door solicitation of residents of the Development; (d) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development; (e) the operator has a city issued business license; and (f) the resident has obtained the prior written consent of the Board. Notwithstanding the foregoing, the leasing of a Unit shall not be considered a trade or business within the meaning of this subsection.

(d) **Storage and Parking of Vehicles.** The driving, parking, standing, and storing of motor vehicles in, on or about the Property is governed and regulated as follows:

- 1) **Parking Rules.** The parking rules and regulations adopted by the Board, as they may be amended from time to time.
- 2) **Denial of Access.** No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Unit or to create an obstacle or potentially dangerous condition.
- 3) **Repairs.** No Resident shall repair or restore any vehicle of any kind in, on or about the Property, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a property repair facility.
- 4) **Garages.** No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. All garages shall be used primarily for the parking and storage of vehicles.
- 5) **Open Parking.** Any parking in the open parking spaces of the Common Areas shall be limited to residents and their guests. Parking for guests within the common Areas is limited to two (2) consecutive days or no more than two (2) days in any seven-day (7) period. Residents are encouraged to park their vehicles in their garages.

Residents may park in the open parking spaces of the Common Areas but shall not allow a resident's vehicle to stand in an open parking space for more than 48 hours without moving the vehicle.

6) **Damaged Vehicles.** All motor vehicles parked so as to be visible from the street or another Unit must be undamaged (less than \$1,000 to repair) in good mechanical condition, registered, and licensed.

7) **Storage of Vehicles.** Except as otherwise expressly permitted, motor vehicles may not be "stored" so as to be visible from the street or another Unit. This includes by way of illustration, but not limitation, any unregistered, unlicensed, abandoned, disabled, or damaged (more than \$1,000 to repair) motor vehicles.

8) **Recreational, Commercial and Oversized Vehicles.** Except for purposes of loading or unloading passengers or supplies, or as otherwise expressly permitted, no oversized vehicles (vehicles that do not fit within a standard parking stall), recreational vehicles, commercial vehicles, watercraft, or trailers may be parked or stored within the Property.

9) **Towing.** Vehicles parked in violation of this Declaration may be towed by the Association as permitted under NRS 116.310 (s) at the owner's sole risk and expense.

10) **Emergency, Law Enforcement, and Public Utility Service Vehicles.** No restriction under this Declaration nor any rule or regulation adopted by the Board shall prohibit an emergency services vehicle, law enforcement vehicle or public utility service vehicle from accessing or parking within the Development as required under NRS 116.350(3).

(e) **Garbage and Refuse Disposal.** All trash, garbage, debris, rubbish and other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

(f) **Aerials, Antennas, and Satellite Systems.** All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. Satellite dishes must also be positioned in location wired for installation. No antenna shall be erected, maintained or used in, on or about any Unit, outdoors and above ground, whether attached to or on top of any building, structure, Unit, or otherwise, upon the Property without the prior written consent of the Board, which shall not be unreasonably withheld. If there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decision, the Declarant and/or ARC shall abide by and be subject to all relevant local, state and federal law, including but not limited to all FCC guidelines, rules and regulation as they may be amended or supplemented from time to time.

(g) **Animals and Pets.** Up to two (2) household pets as that term is defined by Elko City Code per Unit are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts may constitute a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Property and not in a cage or on a leash and

under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; or (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property. In addition to the foregoing, large animals over 60 pounds are not allowed. No pets, livestock or poultry of any kind may be commercially bred on the Property.

(h) **Legals.** Nothing shall be done, or kept in on or about the Property or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(i) **Signs.** Except as provided under NRS 116.325, no signs, billboards, or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot or Unit except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Lot. Signs advertising a Lot or Unit for rent or for lease are strictly prohibited. Provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market the Development and its Lots for sale or lease. Declarant may maintain offices for sales and management, models in Units, and may maintain signs on the Property for marketing of the Development.

(j) **Nuisances.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

(k) **Outbuildings or Structures.** No shed, outbuilding, or structure of a temporary nature or character shall be maintained by an Owner on the Property without written approval by the Board.

(l) **Chimes and Musical Sound Makers.** Chimes, dream catchers, bells, tubes or other objects outside of a Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

ARTICLE VII

ARCHITECTURAL CONTROL

7.01 Architectural Control Committee. The Board of Directors of the Association shall appoint a three-member Architectural Control Committee (the "Committee"), the function of which shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. The Committee shall be composed of Owners. If such a Committee is not appointed, the Board itself shall perform the duties required of the Committee.

7.02 Submission to Committee. No Unit, accessory of or addition to a Unit which is visible from the Common Areas shall be constructed or maintained, and no alteration, repainting or refurbishing of the exterior of any Unit shall be performed, unless complete plans and specification therefore have first been submitted to and approved by the Committee.

7.03 Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Lots and Units within the Development conform to and harmonize with existing surrounds and structures. Any structure hereafter constructed on any Lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and if the plans and specifications therefore meet such criteria, the Committee must approve the same.

7.04 Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission; provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location and architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within ten(10) days after submission. In the event the Committee fails to take any action within such specified period, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved.

7.05 Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be prosecuted to completion. Building permits shall be obtained as required by law.

ARTICLE VIII

INSURANCE

8.01 Association Insurance. The Board shall procure and maintain a policy or policies of property insurance, and such other insurance coverages, in at least such amount or amounts as required under NRS 116.3113. Such insurance policy or policies shall name the Association as insured or the benefit of the Owners and shall afford protection, to the extent applicable, at least against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, windstorm, and water damage, and such other risks as customarily covered with respect to facilities similar in construction, location and use.

8.02 Unit Owner's Insurance. Each Unit Owner shall be responsible to purchase a separate homeowner's insurance policy for protection against loss or damage by fire, and other hazards covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, windstorm, and water damage, and such other risks as customarily covered with respect to Units similar in construction, location and use. All claims for liability must be submitted first under the homeowner's insurance policy. The Association will not be required to file claims on the Association's policy for liability that would have been covered under a homeowner's insurance policy.

8.03 Liability Insurance. The Board shall procure and maintain from a policy or policies of liability insurance to insure the Association, the Board, The Managing Agent, and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the conditions of the Common Areas of activities thereon. Such insurance shall be for such limits as the Board may decide, but not less than \$1,000,000 for personal injury and property damage arising out of a single occurrence.

Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

8.04 Additional Insurance; Further General Requirements. The Board may also procure insurance, which shall insure the Common Areas and the Association or the Owners, and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible provide:

- (a) A waiver of the insurer's right of subrogation against the Association, the Owners and their respective directors, officers, agent, employees, invitees, and tenants;
- (b) That it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners;
- (c) That it cannot be cancelled suspended or invalidated due to the conduct of the Association without a prior written demand that the defect be cured; and
- (d) That any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

8.05 Fidelity Coverage. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Officers, Directors, Managing Agents, Directors and employees of the Association. In that event such fidelity bonds shall:

- (a) Name the Association as obligee;
- (b) Such insurance may not contain a conviction requirement, and the minimum amount of the policy much not be less than an amount equal to 3 months of aggregate Assessments on all Units plus reserves.
- (c) Contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and
- (d) Provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days proper written notice to the insured.

8.06 Review of Insurance. The Board shall periodically, and whenever requested by Owners entitled to exercise at least forty percent (40%) of the outstanding votes in the Association, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Unit and to the holder of any Mortgage on any Lot who shall request a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner or Mortgagee.

8.07 Other Insurance Provisions. Notwithstanding anything in this Article VIII to the contrary, any insurance required to be obtained by the Association pursuant to Section VIII of this Article shall be required only to the extent such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvement or facilities that have the same or similar characteristics of the Common Areas and Units or risks being insured. If the insurance required by the

Association under this Declaration, or otherwise required by law, is not reasonably available, the Association promptly shall cause notice of the fact to be given to all Unit Owners.

ARTICLE IX

RIGHTS OF MORTGAGES

9.01 Title and Mortgagee Protection. A breach of any of the covenants, provisions or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot or any other portion of the Property. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee entered under any Mortgage affecting a Lot or an other portion of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give same is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

9.02 Preservation of Common Areas. The Common Areas shall remain substantially of the same character, type and configuration as when such Common Areas became part of the Development. Unless the Association shall receive the prior written approval of (a) all first Mortgagees of Lots and (b) the Owners of all Lots, the Association shall not be entitled to encumber, sell, or transfer the Common Areas, except to grant reasonable easements for use or for utilities and similar or related purposes.

9.03 Notice of Matters Affecting Security. The Association shall give written notice to any Mortgagee of a Lot requesting such notice whenever:

- (a) There is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within sixty (60) days after default occurs; or
- (b) Damage to the Common Areas from any one occurrence exceeds \$10,000.00; or
- (c) There is any condemnation or taking by eminent domain of any material portion of the Common Areas.

9.04 Notice of Meetings. The Board shall give to any Mortgagee of a Lot requesting the same, notice of all meetings, of the Association;

and such Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

9.05 Right to Examine Association Records. Any Mortgagee shall, upon request, have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Lot securing the Mortgage.

9.06 Rights to Pay Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas, and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payment shall be owed immediate reimbursement therefore from the Association.

9.07 No Priority Accorded. No provision of this Declaration gives or may give a Lot Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for loss to or taking of Lots and/or the Common Areas.

9.08 Construction. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article IX, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Association with respect to the subject concerned.

ARTICLE X

PARTY WALLS

10.01 General Rules of Law to Apply. Each wall to be built as a part of the original construction of the Units and placed substantially on a dividing line between Lots shall constitute a party wall and to the extent not inconsistent with the Provisions of this Article, the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply thereto.

10.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.03 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner of another Lot thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use; the foregoing provision shall not prejudice, however the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for neglecting or willful acts or omissions.

ASSOCIATION BYLAWS

ARTICLE XI

BYLAWS

11.01 Membership. Every Owner upon acquiring title to a Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason.

11.02 Voting Rights. The Association shall initially have two (2) classes of voting memberships, votes of both classes being of equal value as to all matters.

(a) **Class A.** Each Owner, including Declarant shall be a Class A member entitled to one (1) vote for each Lot in which such member holds the interest required for such Class A membership.

(b) **Class B.** Declarant shall be the only Class B member and shall be entitled to one (1) vote for each Association Class A membership outstanding at such time (in addition to any votes to which it is entitled as a Class A member) provided however that such Class B membership shall lapse and become nullity on the first to happen of the following events:

- (i) Sixty (60) days after conveyance of 75 percent of the Lots that may be created to Unit Owners other than Declarant or
- (ii) Five years after Declarant has ceased to offer Lots for sale in the ordinary course of business or
- (iii) Upon surrender of Class B membership by Declarant in writing to the Association.

11.03 Ownership Restrictions. With the exception of units owned by Developer, at least sixty percent of the Lots must be owner occupied. No one entity or its members may own more than fifteen percent of the total lots, except that Developer may own up to 255 of the Lots after Developer ceases to offer Lots for sale in the normal course of business.

11.04 Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Secretary of the Association in the notice thereof.

11.05 Annual Meetings. Annual meetings of the membership of the Association shall be held in the month of September of each year following after the conveyance of the first Lot. At such annual meeting there shall be elected Directors of the Board, as needed. Financial and budget reports shall be presented at such meetings as well as other business of the Association properly placed before each meeting.

11.06 Notice of Meetings. The Secretary shall mail a notice to each meeting stating the purpose as well as the time and place of the meeting to each Owner of record at least fifteen but not more than 60 days prior to such meeting. Mailing of notice by prepaid U.S. Mail or by delivery in person shall deem notice served.

11.07 Quorum. Owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, provided however that such Owners collectively be entitled to cast least thirty percent of the total Association votes eligible to vote.

11.08 Officers. The Association shall have a President, a Vice President, Secretary and Treasurer all of whom shall be elected by and from the Board. The same person may fill more than one office. The officers shall be elected by the Board for one year terms immediately following each annual meeting of Owners at which the new Board has been elected. Whenever a vacancy arises the Board may elect an officer to fill such vacancy until the next regular election. Officers serve at the pleasure of the Board and the Board may remove officer with or without cause.

ARTICLE XII

BYLAWS

DUTIES AND POWERS OF THE ASSOCIATION

12.01 Duties of the Association. Without limiting any other duties, which may be imposed upon the Association by its Articles of Incorporation, Bylaws or the Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) The Association shall accept all Owners as members of the Association.
- (b) The Association shall accept title to all Common Areas conveyed to it, provided the same is free and clear of liens and encumbrances.
- (c) The Association shall maintain repair and replace the landscape in the Common Areas
- (d) The Association shall maintain, repair, replace the streets, sewer mains, water lines and sidewalks in the Common Areas. Any sewer lateral backups shall be the liability and responsibility of the Association.
- (e) In connection with its duties to maintain and repair Common Areas the Association will provided maintenance and repair upon the exterior surfaces and roofs of the Units and patio fences, including but not limited to, painting, replacing and caring for roofs, gutters, down spouts, exterior surfaces, window casings, trim, fences and other exterior improvements except glass surfaces.
- (f) To the extent not assessed to or paid by the Owners directly, the Association will pay all real property taxes and assessments levied upon any portion of the Common Areas.
- (g) The Association shall obtain and maintain in force the policies of insurance required of it by the provisions of the Declaration.

12.02 Powers and Authority of the Association The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws together with its central powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required, or permitted to be done by the Association under and by virtue of the Declaration or the Bylaws,

including the power to levy and collect assessment as hereinafter provided including but not limited to the collection of water/sewer assessment and payment of water/sewer charges.

(a) to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair without liability to any Owner for trespass, damage or otherwise.

(b) In fulfilling any of its duties under the Declaration including its duties for the maintenance, repair, operation or administration of the Common Areas and Lots or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, the Association shall have the power and authority to obtain, contract and pay for construction, maintenance and repair of Common Areas, Insurance policies, utility related services, services of architects, engineers, attorneys, and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable.