

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, February 13, 2018

Elko City Hall, 1751 College Avenue, Elko, NV 89801, at 4:00 P.M., P.D.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 COUNTY COURTHOUSE 571 Idaho Street, Elko, NV 89801 Date/Time Posted: <u>February 8, 2018 at 8:50 a.m.</u>

ELKO COUNTY LIBRARY 720 Court Street, Elko, NV 89801 Date/Time Posted: <u>February 8, 2018 at 9:00 a.m.</u>

ELKO POLICE DEPARTMENT 1448 Silver, Elko NV 89801 Date/Time Posted: <u>February 8, 2018 at 8:40 a.m.</u>

ELKO CITY HALL 1751 College Avenue, Elko, NV 89801 Date: Time Posted: <u>February 8, 2018 at 8:30 a.m.</u> http://www.wilkingan______Administrative Assistant

Posted by:Kim WilkinsonAdministrative AssistantImage: Constraint of the const

The public may contact Kim Wilkinson by phone at (775)777-7110 or email at **<u>kwilkinson@elkocitynv.gov</u>** 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 <u>http://www.elkocitynv.gov/</u>

Dated this 8th day of February, 2018

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.

all

Curtis Calder, City Manager

<u>CITY OF ELKO</u> <u>CITY COUNCIL AGENDA</u> <u>REGULAR MEETING</u> <u>4:00 P.M., P.D.S.T., TUESDAY, FEBRUARY 13, 2018</u> 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 23, 2018 Regular Session

I. PRESENTATIONS

- A. A Proclamation by the Mayor in recognition of the month of February as "Beef Month", and matters related thereto. INFORMATION ONLY – NON-ACTION ITEM
- B. A Presentation of a Nevada LTAP Road Scholar Certificate to Jeremy Rekward, and matters related thereto. **INFORMATION ONLY NON-ACTION ITEM**

II. PERSONNEL

- A. Employee Introductions:
 - 1.) Kyle Jones, Patrol Officer II, Police Department

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, consideration, and possible approval to award the <u>Equipment</u> Bid for the WRF Emergency Diesel Generator Project, and matters related thereto. FOR **POSSIBLE ACTION**

Council directed Staff to solicit bids at the January 9, 2018 meeting. Five (5) bids and three (3) alternate bids were received. The City's Electrical Engineer has reviewed the bids, and finds the Smith Power Products Bid to meet the bid specifications, and is the lowest cost option. A Bid Tally and recommendation has been provided. RL

D. Review, consideration, and possible approval to purchase a new Envirosight RovverX Complete Mobile Inspection Truck by utilizing the Joinder Provision of NRS 332.195, and matters related thereto. FOR POSSIBLE ACTION

This piece of equipment consists of a new Ram 2500 Van with internal computer and software licenses as well as camera equipment, crawler, and various sized wheels, and accessories to televise sewer and storm drains from 6" to 60"

This project was budgeted in the current fiscal year at a reduced rate, in an attempt to purchase a demo unit. This has not come to fruition, due to several complications. A new unit is available at a higher than budgeted cost. However, with the greatly reduced cost estimate at the WRF Fill Stand Project, there will be money available in the current Fiscal Year Budget to cover the expenditure. RL

E. Review, consideration, and possible approval to solicit bids for the Effluent Reuse and Sanitary Sewer Railroad Bores and Humboldt River Crossing to the New Sports Complex, and matters related thereto. FOR POSSIBLE ACTION

This portion of the project was not completed last year as part of the Effluent Reuse Pipeline and Sewer to the Elko Sports Complex Project. Staff is seeking Council approval to rebid the work. RL

F. Review, consideration, and possible approval of a Professional Services Agreement with ZGA Architects for design of a new Combined Water/Sewer/WRF Shop, and matters related thereto. FOR POSSIBLE ACTION

At the January 23, 2018 meeting, Council directed Staff to negotiate a proposal with ZGA, and bring back a Professional Services Agreement for possible Council approval. RL

G. Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2018, pursuant to NRS 354.624, and matters related thereto. FOR POSSIBLE ACTION

Each year, the City is required to designate an independent auditor prior to March 31 of the year in which the audit is to be conducted. The City put out Requests for Proposals for auditing services for a period of five years, on March 2016, and awarded the RFP to HintonBurdick, PLLC. JJ

H. Review, consideration, and possible approval of a funds transfer from the Revenue Stabilization Fund to the General Fund for FY18. The Revenue Stabilization Fund Balance exceeds the limitations as set forth in NRS 345.6115, and matters related thereto. FOR POSSIBLE ACTION

The City allocates a portion of the excess General Fund balance to three funds at the beginning of each year as follows:

- A) Twenty five percent (25%) to a Revenue Stabilization Fund, established pursuant to Nevada Revised Statutes section 354.6115, up to the maximum amount allowed.
- B) Thirty seven and five-tenths percent (37.5%) to a Capital Equipment Reserve Fund.
- C.) Thirty seven and five-tenths percent (37.5%) to a Facility Reserve Fund.

The balance in the Revenue Stabilization Fund must not exceed 10 percent of the expenditures from the General Fund for the previous fiscal year, excluding any federal funds expended by the local government. We are in a situation where the fund balance exceeds the limitation by \$48,321.60. We would recommend that the excess funds be transferred to the Street Department to pay expenses incurred by the local government to mitigate the effects of the natural disaster last year. Significant asphalt work is still required to complete our projects as defined by FEMA. These projects were not budgeted in FY18. JJ

I. Review, consideration, and possible ratification of Airport Improvement Project (AIP) 49 Grant Application, and matters related thereto. FOR POSSIBLE ACTION

FAA Grant Application 49 includes upgrading the airport perimeter fence and electrical vault. The security fence upgrade will bring the entire perimeter fence into conformance with advisory circulars, and TSA Guidelines. The current electrical vault is housed in a wood structure. The upgrade would build a flame retardant structure, replace all constant current regulators, and associated connections.

Due to application date requirements set by the FAA for 2018, Staff was required to submit an application to the FAA by January 31, 2018. JF

J. Review, consideration, and possible award of a bid or rejection of all bids for the Sports Complex Project, and matters related thereto. FOR POSSIBLE ACTION

The Council authorized Staff to bid the Sports Complex Project at its November 14, 2017 meeting. Staff revised the project to reduce the scope of the project in an

attempt to ensure adequate funding for a base bid. The base bid was structured to preserve the following basic components of the project:

- Site grading
- Wetland construction
- Utility installation
- Three playing fields
- Plaza Development
- Parking Lot Development
- Sound wall construction
- Area landscaping adjacent to the sound wall and Errecart Blvd.

Field lighting installation was addressed as additive alternates 1 & 2 with the lights to be owner provided.

Bids were received until 3:00 p.m. on January 29, 2018. Three bids were received. All bids are well above the budget available for the project. Two of the bidders were deemed responsive but ineligible for preferential status with the omission of the required affidavit. The third bidder was deemed unresponsive with the omission of the qualification information required under Constructed Wetlands Section 32.7100 (1.3)(E)(1) and (2) and Sports Field Irrigation Section 328425.10 (1.3)(B)(1) and (2). The apparent lowest responsive bidder is Granite Construction, with a total for the base bid of \$12,035,035.00. There was one minor error on the total amount for bid item 47 presented as \$29,000 vs, the calculated result of \$29,400. The base bid amount is reflective of the \$29,400. Staff does not recommend an award without consideration of additive alternates 1 and 2. Consideration of additive alternates 1 and 2 would bring the total award for consideration to \$12,302,035.00. A complete bid tabulation is provided in your packet.

If this project is awarded, there are additional expenses, outside of this contract, in the amount of \$337, 871.00 to cover the costs for NV Energy, QA/QC testing, 404 permit management, and historical preservation management. This cost does not include either purchase or lease of field lights. SAW

K. Review, consideration, and possible authorization to restructure and rebid the Sports Complex Project, and matters related thereto. FOR POSSIBLE ACTION

The Council authorized Staff to bid the Sports Complex Project at its November 14, 2017 meeting. Bids were received until 3:00 p.m. on January 29, 2018. Three (3) bids were received. All bids are well above the budget available for the project. Staff believes the project could be restructured and rebid based upon available resources and project timing. For example, a realistic bid package for the 2018 Construction Season could include:

- Site grading
- Installation of Electrical Utilities (with some items omitted)

- Wetland Mitigation
- Water source to wetlands
- Storm Drainage Infrastructure Utility installation
- Installation of Field Lighting Infrastructure (foundations, bases, conduit, etc.)
- Sound Wall construction

Additional owner costs of approximately \$300,000.00 to cover the costs for NV Energy, QA/QC testing, 404 permit management, and historical preservation management are projected. This cost does not include either purchase or lease of field lights, which would be deferred until the next budget cycle. SAW

IV. NEW BUSINESS

A. Review, consideration, and possible authorization to pursue legal action against Braemar Construction for continued violations of Title 9 Chapter 6, Illegal Discharge and Connection to Stormwater, and matters related thereto. FOR POSSIBLE ACTION

The City of Elko, as a part of its Small Municipal Separate Storm Sewer Systems (MS4) permit requirements (issued by NDEP) and pursuant to Elko City Code Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), conducts regular inspections of construction sites throughout the City of Elko. These inspections are used to verify the contractors' compliance with the City Code, the contractors' Storm Water Pollution Prevention Plan (SWPPP) and the Best Management Practices (BMP) the contractors must use to minimize storm water pollution from their construction sites. Last year, construction work began on a property near Jennings Way and Courtney Drive. Inspections by Staff revealed that Braemar was operating vehicles in such a manner as to track sediment on City streets, where it then washes into the City Stormwater System. Furthermore, Braemar was failing to place sediment barriers around stormwater drain inlets. These actions were and continue to be in violation of Elko City Code Title 9, Chapter 6. A Notice of Violation was issued on November 29, 2017, demanding correction of the violations. Braemar had 30 days to appeal, but it did not do so, nor did it correct the violations. For the purpose of considering how to direct Staff, it should be noted that Braemar appears to have a history of violating certain City requirements in connection with construction projects, which is demonstrated by past notices, and other documents included in the Council packet. JD

B. Review, consideration, and possible action to accept the 2017 Annual Report of Planning Commission Activities, and matters related thereto. FOR POSSIBLE ACTION

Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to the City Council. On February 6, 2018, the Planning Commission took action to approve the 2017

Annual Report of Planning Commission Activities and forward it to the Council. CL

C. Review, consideration, and possible approval of Staff's response to noted violations of statute and/or regulations in relation to the Fiscal Year 2017 Annual Audit, and matters related thereto. **FOR POSSIBLE ACTION**

The City violations are noted in the Fiscal Year 2017 letter from Hinton Burdick. Staff is required to respond to these violations with corrective actions, which must be approved by Council. JJ

V. RESOLUTIONS AND ORDINANCES

A. First Reading of Ordinance No. 826, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to and not embraced within the present limits of the City of Elko described as follows: a parcel of land located northeast of the intersection of Statice Street and Delaware Avenue in Section 36, T. 35 N., R. 55 E., MDM, Elko County, Nevada, consisting of 62.03 acres, filed by Surebrec Holdings LLC., and processed as Annexation No. 2-17, and to direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. FOR POSSIBLE ACTION

Council accepted the petition for the subject annexation on January 23, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on February 6, 2018, and took action to forward a recommendation of approval with findings back to Council. CL

B. First Reading of Ordinance No. 827, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to and not embraced within the present limits of the City of Elko described as follows: a parcel of land located on the north side of West Idaho Street approximately 2,500 feet east of I-80 Exit 298, in Section 19, T. 34 N., R. 55 E., MDM, Elko County, Nevada, consisting of 3 acres, filed by Swire Coca-Cola USA and processed as Annexation No. 3-17, and to direct Staff to set the matter for public hearing, second reading and possible adoption, and matters related thereto. FOR POSSIBLE ACTION

Council accepted the petition for the subject annexation on January 9, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on February 6, 2018, and took action to forward a recommendation of approval with findings back to Council. CL

C. Review, consideration, and possible approval of Resolution No. 05-18, 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 February 5, 2018. A draft resolution has been included in the agenda packet for review. JW

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 90-day temporary Retail Liquor License and Caterer's Liquor License, and issuing a regular Retail Liquor License and Caterer's Liquor License to Mai Burrows, Jaden Enterprises, LLC dba Cowboys, located at 442 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- B. Ratification of the Police Chief issuing a 30-day temporary Packaged Beer and Wine License and issuing a regular Packaged Beer and Wine License to Joshua Hunt and Joseph Hunt, dba Idaho Street Station, LLC, located at 1600 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- C. Ratification of the Police Chief issuing a 30-day temporary Packaged Beer and Wine License and issuing a regular Packaged Beer and Wine License to Joshua Hunt and Joseph Hunt, dba Idaho Street Station, LLC, located at 1600 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION

VII. 5:30 P.M. PUBLIC HEARINGS

A. Second reading, public hearing, and possible adoption of Ordinance No. 825, an ordinance amending Title 3, Chapter 2, of the Elko City Code entitled "GENERAL ZONING ORDINANCE" specifically adding a new Section 29 entitled "Marijuana Establishments and Medical Marijuana Establishments Prohibited", filed and processed as Zoning Ordinance Amendment No. 3-17, and matters related thereto. FOR POSSIBLE ACTION

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager
- 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. Administrative 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 23, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, January 23, 2018.

This meeting was called to order by Mayor Chris Johnson.

ROLL CALL

Mayor Present: Chris J. Johnson

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Council Present: Councilman John Rice Councilwoman Mandy Simons Councilman Robert Schmidtlein Councilman Reece Keener

City Staff Present:

Curtis Calder, City Manager Scott Wilkinson, Assistant City Manager Ryan Limberg, Utilities Director Shanell Owen, City Clerk Dennis Strickland, Public Works Director Mike Hess, Landfill Superintendent Jonnye Jund, Administrative Services Director Candi Quilici, Accounting Manager Aubree Barnum, Human Resources Manager Cathy Laughlin, City Planner Ben Reed Jr., Police Chief Ty Trouten., Police Captain Jeremy Draper, Development Manager Jeff Ford, Building Official Matt Griego, Fire Chief John Holmes, Fire Marshal Jack Snyder, Deputy Fire Chief Jim Foster, Airport Manager James Wiley, Parks and Recreation Director Dave Stanton, City Attorney Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this

City Council Minutes

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

Hadley Noren, School District Employee, said she, along with a few other school district employees, Pam Wells, Joy Young and Christopher Noren, have created an exhibit that will be in the GBC library for the month of February. It was taken off an article that was in National Geographic (February 2015) that talks about the veterans and art therapy through mass creation. She invited the Council to join them and view it sometime in February. There will be a reception February 13 from 4:30pm to 6:00pm.

Gratton Miller, 1024 Barrington Ave., wanted to comment on the marijuana issue now because he had another meeting later on tonight to attend. He thinks this conversation has been wholly inadequate. The one person that was defending the ban has not read any of the legislation in Nevada regarding marijuana by his own admission. He asked Chief Reed some questions about regulation of the marijuana black market, grow operations, current state law, tracking numbers, gang operations, how practices may change if there were a dispensary, quality testing of marijuana and the role of the Department of Taxation. Chief Reed briefly answered each question and admitted that to answer these questions fully would take some time. Mr. Miller felt most of the Council were uneducated on the entire issue at hand.

Russ Minter, 1830 Canyon Drive, wanted to say that City Council feels like they are trying to do something good for the citizens of Elko by proposing this ordinance change, to ban a dispensary. By doing that, you are tying the hands of future City Council members. Ordinances can be changed but it is much harder. A moratorium will do the same thing as a ban. A ban is doing a disservice. The officers are worried about the problems that come with marijuana usage, but marijuana is here whether they get it through delivery services from Reno or Wendover. To put a ban on marijuana is giving up any oversight/control over marijuana that you have. You are restricting access to the City residents that may need it for chemotherapy. The City is also missing out on revenue we could gain from the sales. He feels public opinion is going the way of approving medical marijuana and he thought marijuana will be changed from a Class 1 drug and the Federal Government is going to lighten up on it.

APPROVAL OF MINUTES: January 9, 2018 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

A. A presentation of a retirement plaque to Diane Armuth for her twenty-two years of service, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM

Diane Armuth was not present and this item will be on the next agenda.

II. PERSONNEL

A. Employee Introductions:

1.) Susanne Ray, Scale Operator, Landfill

Present and introduced.

III. APPROPRIATIONS

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

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

The motion passed unanimously. (5-0)

B. Review, consideration, and possible action to select a firm for design services for a combined Water/WRF Reclamation Facility Shop, direct Staff to negotiate a proposal with said firm, and thereafter bring back to Council for possible final approval a Professional Services Agreement (PSA) with said design firm, and matters related thereto. FOR POSSIBLE ACTION

Council authorized Staff to solicit for Statements of Qualifications on November 28, 2017. Staff received Statements of Qualification (SOQ's) from four firms. These SOQ's were rated by three Staff members (the rating sheet summary is attached for Council review). RL

Ryan Limberg, Utilities Director, explained the rating sheet and who the raters were. ZGA was the highest rated architect firm for this project. He recommended ZGA for the project.

Councilwoman Simons asked if they are local.

Mr. Limberg said they are from Boise. This is just for the design and it won't make a difference that they aren't local.

** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to direct staff to negotiate a proposal with ZGA Architects and Planners and bring back to Council a Professional Services Agreement for possible final approval.

The motion passed unanimously. (5-0)

C. Review, consideration, and possible approval to authorize Staff to solicit bids for the Cedar Street Reconstruction Project Phase 2, and matters related thereto. **FOR POSSIBLE ACTION**

This item has been approved and budgeted for in the 2017/18 Fiscal Year Budget, Capital Construction Fund. DS

A presentation by Public Works Director, Dennis Strickland regarding the Cedar Street Reconstruction Project, and matters related thereto. FOR POSSIBLE ACTION

Dennis Strickland, Public Works Director, gave a presentation (Exhibit "A") regarding the Cedar Street Reconstruction Project. He has met with the Finance Department and there is one little glitch with the Water Fund. We didn't get this budgeted for this fiscal year. Ms. Jund explained they may have to do a budget transfer to cover this. The Water Fund is very healthy. Their portion of this phase is around \$186,000. When we get this phase done we should just have a couple of blocks to do the next year.

Ryan Limberg, Utilities Director, said each year they get all the departments together to match up projects. We planned for engineering this year with the intent that construction will start after July but the timing has moved up a bit.

** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to authorize staff to solicit bids for the Cedar Street Reconstruction Project Phase 2.

The motion passed unanimously. (5-0)

D. Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) to enhance emergency communications, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department radios are a mix of brands and models none of which are capable of communicating with County Ambulance, Sheriff's Office or NHP. In addition, they will not be capable of decoding scrambled communications from Elko PD radios in the future. The FEMA Assistance to Firefighters Grant would allow Fire Department to attain 20 mobile radios, 60 portable radios and accessories utilizing government pricing. These radios will enhance emergency communications and interoperability with Elko PD, Elko Ambulance, Sheriff's Office and NHP. In addition, these radios will meet the criteria for enhanced 911. JS

Jack Snyder, Deputy Fire Chief, explained the grant will total \$431,737 with 10 % match from the City. He went over the safety features of the new radios.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to recommend approval for the Fire Department to apply for the Assistance to Firefighters Grant for \$431,737, with a 10% match through the Federal Emergency Management Agency.

The motion passed unanimously. (5-0)

IV. UNFINISHED BUSINESS

A. Review, consideration, and possible approval of a revised Water Line Special Reimbursement Agreement with Golden Gate Petroleum of Nevada, LLC, and matters related thereto. FOR POSSIBLE ACTION

The original agreement was approved by Council on November 28, 2017. There were no comments provided by Golden Gate Petroleum of Nevada, LLC to the agreement prior to the time Council approved the agreement. Thereafter, Golden Gate Petroleum of Nevada, LLC submitted the Council approved document to their legal team for review. Their legal team suggested wording changes prior to signing the document.

The total financial contribution by the City is still limited to One Hundred Eighty-Six Thousand Dollars (\$186,000.00) as previously approved. The change requested in the new document essentially amounts to stating reimbursement for the oversize and I-80 crossing portion of the work will be reimbursed to the developer within 30 days of completion. RL

Ryan Limberg, Utilities Director, explained he doesn't see any legaleze trickery with this. This document clarifies that where the oversize portion of the work, as well as, the I80 portion of the work, that the reimbursement would occur within 30 days after completion of the work and acceptance by the City of Elko.

Tom Ballew, High Desert Engineering, said he didn't have anything to add. He introduced Dennis O'Keefe from Golden Gate Petroleum.

Dennis O'Keefe, Golden Gate Petroleum, Reno, said thank you to everybody for all of the hard work that they have put in.

Mayor Johnson said it is exciting to see the property develop.

** A motion was made by Councilman Keener, seconded by Councilman Rice, to accept the revised Water Line Special Reimbursement Agreement.

The motion passed unanimously. (5-0)

V. NEW BUSINESS

A. Review, consideration, and possible approval of Map of Reversion to Acreage No. 2-17, filed by 12th Street Associates, LLC, for the purpose of reverting to acreage parcel B & C as shown on Parcel Map File No. 711850, identified as APN 001-630-092 & 001-630-093, located generally south of the intersection of

12th Street and Opal Drive, and matters related thereto. FOR POSSIBLE ACTION

Cathy Laughlin, City Planner, explained which parcels are proposed to be merged into one parcel. It is undeveloped but there are plans for a another building there. It is zoned commercial and they have an approved CUP which is conditioned upon this reversion to acreage being finalized. She recommended approval.

** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to approve the Map of Reversion to Acreage No. 2-17.

The motion passed unanimously. (5-0)

B. Review, consideration, and possible action to accept the 2018 Planning Commission Work Program, and matters related thereto. FOR POSSIBLE ACTION

The Planning Commission considered a draft 2018 Work Program at their special meeting January 4, 2018. They took action to approve the Work Program and forward it to Council for acceptance. CL

Ms. Laughlin gave some history of the 2017 work program by going over projects that have and have not been completed in 2017. The projects they felt were important were put on the 2018 work program.

** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to accept the 2018 Planning Commission Work Program.

The motion passed unanimously. (5-0)

C. Review, consideration, and possible authorization to pursue legal action against Braemar Construction for continued violations of Title 9 Chapter 7, Construction Site Runoff Control, and matters related thereto. FOR POSSIBLE ACTION

The City of Elko as a part of our Small Municipal Separate Storm Sewer Systems (MS4) permit requirements as issued by NDEP, and Elko City Code Title 9 Chapter 7, Construction Site Runoff Control, conducts regular inspections of constructions sites throughout the City of Elko. The inspections are to verify the contractors' compliance with their Storm Water Pollution Prevention Plan (SWPPP), and the Best Management Practices (BMP) they have selected to use to minimize storm water pollution from their construction sites. Braemar Construction has been in continual violation of these regulations resulting in multiple violations from regular inspections and a total of seven (7) written Notice of Violations (NOV) being issued since 2012 for failure to correct actions in a timely manner. Recently, work began on a property near Jennings Way and Courtney Drive without Braemar filling the required Notice of Intent (NOI), or

receiving a grading permit from the City as required in Elko City Code 2-2-2-Appendix J. Staff is requesting authorization to pursue legal action against Braemar Construction for these continued violations pursuant to Elko City Code. JD

Jeremy Draper, Development Manager, asked this item be tabled.

NO ACTION

VI. RESOLUTIONS AND ORDINANCES

C. Review, consideration, and possible approval of Resolution No. 4-18, a resolution placing a four-year moratorium on the issuance of business licenses for marijuana establishments and medical marijuana establishments, and matters related thereto. FOR POSSIBLE ACTION

A copy of the proposed resolution has been included in the agenda packet for review. CC

Curtis Calder, City Manager, explained based on a request from Councilman Rice we have drafted a new Resolution, which combines both the medical marijuana and recreational marijuana into one moratorium for four years. Councilman Rice has some suggested amendments to the resolution.

Councilman Rice asked that the first "whereas" sentence be stricken from the resolution. That line was not in the first two moratoriums and should not be included in this one.

Mr. Calder said he received two emails today and he was asked that they be read into the record (Exhibits "B" and "C").

Mayor Johnson called for public comment.

Eva Owsian, 336 Osino, Unit 11, said it was mentioned that to give a business license for something that is federally against the law, that can't happen. If that is true, because that was mentioned at the last meeting, why are we worried about this? Why do you need an ordinance? Other than having people that are against it personally, are you creating a mess?

Mayor Johnson said it is a good question and they understand how dicey this is. We have an Attorney General opinion one time, we have a new Attorney General opinion, we have legislation and we have things that are happening in Colorado and Nevada. The City of Elko has decided, with the advice of the City Attorney, the Nevada State Legislature has given the power to local government via zoning. That is why we are going down the path of zoning. When the Elko Planning Commission looked at it they came back with the City of Elko won't issue a business license if it is federally illegal. It should end there. Just because of the unknown and what we can see from what the State has given local government, there are a couple of paths that local government can follow.

Ms. Owsian asked if you passed an ordinance, wouldn't that create more problems because she is pretty sure it will be taken from a Schedule 1 drug. It will be turned over. Can an ordinance be overturned?

Mayor Johnson answered yes.

Dave Stanton, City Attorney, said even though possession and cultivation of marijuana is illegal under Federal Law, under Nevada State law it is not. The State Government has allowed local governments to make decisions on their own. There are two main ways that local governments can address marijuana establishments and medical marijuana establishments that are written into state law. One is through business licenses and the other is through zoning and land use. Those are two separate things that the State has specifically said that cities can deal with however they see fit.

Mike Magney, 1645 Dotta Drive, Elko, said speaking as a resident, said it seems that we have an epidemic in this country of kicking difficult decisions down the road. To him the idea of a moratorium is an attempt to delay decision making on the part of the Council until things change. It seems that we are really hoping that things will change between now and 2020. If we wait long enough marijuana will be problematic again. He is against the moratorium.

Mayor Johnson read the emails into the record (Exhibits "B" and "C").

Gratton Miller, 1024 Barrington Ave., asked if council was aware of the Cole Memo and the Sessions memo. He asked that it be explained to him.

Councilman Rice answered the Cole memo laid out seven or eight or more directives to law enforcement with how to enforce marijuana laws in every state. The Sessions memo rescinded the Cole memo and left the enforcement of marijuana laws up to the US Attorney and the states where it is legal.

Mr. Miller asked if council was aware which District Court we are in. It is one of the most liberal in the country. He doubts that the Ninth Circuit Court is going to come to Elko, Nevada to punish anybody here. We have one FBI agent in this whole city. This is absurd. They won't come after us.

Mr. Stanton corrected Mr. Miller that it was not District Court, it is actually Federal Circuit Court.

Ms. Oswian, asked if we have a number or a percentage of what people are currently addicted and what they are addicted to. She doesn't think this is going to make a difference. She is trying to see what everybody is afraid of. The problem is not marijuana.

Laura Oslund, 1645 Sewell Drive, wanted to speak about the drug use in the City and County. We have use in our community and we have use in every community within the three counties she serves. She also has proof, if you go on to the Rocky Mountain HITA (High Intensity Drug Trafficking Agency), you will see year by year the increase of use of marijuana in legalized areas. If you want to go look up data and you want to look at information, you can go look at Colorado and see the number of illegal grows that are still there even if they have dispensaries. Not only where it has been prohibited but if they are able to grow six plants, they are growing twenty-four. They are being caught with eighty plants. Every time you increase access, you increase use. Every time you try to put boundaries on people that don't like them, they push them. If we don't have boundaries and we say, "let's let people do what they want to do and make their own decisions because it doesn't harm anybody else." What she does has proven to be wrong. She lost a niece in May to a person that was under the influence of alcohol and marijuana. Does she care which one was in their system more? Not one bit. Their choice has ruined a portion of her family forever. It's never just the choice of one person. We are all affected.

** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to the Council adopt Resolution No. 4-18, a resolution placing a four-year moratorium on the issuance of business licenses for marijuana establishments and medical marijuana establishments as revised in the earlier conversation.

The motion failed. (1-4 Mayor Johnson, Councilwoman Simons, Councilman Schmidtlein and Councilman Keener voted against.)

After the motion and before the second, Councilman Schmidtlein said he cannot support this moratorium tonight. He seconded the motion and added if you had considered a moratorium for just medical marijuana he would have considered it. He cannot support recreational dispensaries in the City of Elko. He is done with it.

Councilman Rice said if there were ever an issue that is before them that is an opportunity for some compromise, this is it. He has sat on this council for 11 years. He has been here when there have been bad decisions and even illegal decisions. He asked council to consider this resolution and approve it. It will satisfy every concern that has been brought up. This is a great opportunity to compromise.

Mayor Johnson said he is against marijuana. He is hearing the comments like those that were read into record. It is easy to be an elected official when your constituents have this opinion make these comments. A moratorium and a zoning ordinance are not that different. He will continue in the manner as stated.

Councilman Rice said for the record we have two written comments. There were 40 people at an event that Councilman Keener and himself attended on Friday night and he would say that 90% of the people there were in favor of the establishment of dispensaries. He has checked the comments on the Free Press articles, there were two anonymous comments in support of the ordinance. The thing that speaks the loudest are the election returns that have been discussed already, where pretty close to half of our community does not have a problem with the establishment of marijuana dispensaries. He asked again that there be a compromise, and the moratorium is a solution that will be satisfactory to the entire community.

Mayor Johnson said he is against marijuana. The support is against marijuana. What folks voted on then and what we know from the studies going on in Colorado, they may not make that change. If we were here tonight in acceptance of a dispensary this chamber would be full of opposition. That is his opinion as a representative of Elko. The voters will be heard. If you look at what is going on in Colorado, 60% of the municipalities in Colorado do not allow marijuana. Not the whole state of Colorado has marijuana. Yet there are more marijuana shops in Colorado than there are Starbucks or McDonalds. On his watch he will do what he can to not allow and limit the amount of marijuana use in Elko.

COUNCIL VOTED ON THE MOTION.

BREAK

A. Review, consideration, and possible approval of Resolution No. 2-18, Resolution and Order providing or the Elko City General Election to be held November 6, 2018, and matters related thereto. FOR POSSIBLE ACTION

The Elko City Council will have one Mayor position and two Councilmember positions available for the election to be held November 6, 2018. 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. SO

Shanell Owen, City Clerk, explained the proposed resolution was included in the packet. The election will be held on November 6. The dates the applicants can file for office will be held on Monday, March 5 and close Friday, 5:00pm March 16. The City Clerk's Office will work closely with the Elko County Clerk's Office in holding this election.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to adopt Resolution No. 2-18.

The motion passed unanimously. (5-0)

VIII. 5:30 P.M. PUBLIC HEARINGS

A. Review, consideration, and possible adoption of Resolution No. 33-17, a resolution amending Zoning Application Fees pursuant to Elko City Code Title 3, Chapter 2, Section 21, and matters related thereto. FOR POSSIBLE ACTION

Pursuant to NRS 237.080, the City of Elko completed the Business Impact Statement process and Resolution No. 33-17 is ready for adoption by the Council. SO

Ms. Owen explained this is the final step in the process. The Business Impact Statement has been completed.

Councilwoman Simons asked did we send out cards when we received the comments.

Ms. Owen explained the process.

Councilman Keener thought the fees seem reasonable to him.

** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to adopt Resolution No. 33-17.

The motion passed unanimously. (5-0)

After the motion and before the vote, Mayor Johnson called for public comment without a response.

VI. RESOLUTIONS AND ORDINANCES (Cont.)

B. Review, consideration, and possible approval of Resolution No. 3-18, a resolution amending fees for treated effluent construction water by changing the billing rate from the metered rate to a flat rate, and matters related thereto. FOR POSSIBLE ACTION

At the January 9, 2018 meeting, Council directed Staff to modify the billing by converting it to the flat rate. RL

Ryan Limberg, Utilities Director, explained the proposed resolution. He does have one change, that the effective date be April 1 of this year. He explained how the system would work.

Councilman Schmidtlein thought this would make things easier and save plenty of staff time.

Jonnye Jund, Administrative Services Director, agreed but we are still on the honor system because they still have to sign the logs.

Councilman Schmidtlein said the flow meter will still work so they can submit their reports to the state.

Mr. Limberg said there are the checks and balances in place.

** A motion was made by Councilman Schmidtlein, seconded by Councilman Keener, to approve Resolution No. 3-18 with the changes as Mr. Limberg discussed, to begin on April 1st in lieu of August 1st, for the billing cycle.

The motion passed unanimously. (5-0)

D. First reading of Ordinance No. 825, an ordinance amending Title 3, Chapter 2, of the Elko City Code "GENERAL ZONING ORDINANCE" specifically adding a new Section 29 entitled "Marijuana Establishments and Medical Marijuana Establishments Prohibited", filed and processed as Zoning Ordinance Amendment No. 3-17, and possible direction to Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. FOR POSSIBLE ACTION

At its December 5, 2017 meeting, the Planning Commission considered the action initiated by the City Council to establish a new Section 3-2-29 of the Elko City Code to prohibit marijuana establishments and medical marijuana establishments in all zoning districts. The Planning Commission voted to recommend denial of the amendment. The Council at their January 9, 2018 meeting rejected the Planning Commission's recommendation, approved the amendment and directed Staff to set the ordinance for a first reading. CL

Cathy Laughlin, City Planner, said this is the first reading. If approved the matter would be set for public hearing, second reading and possible adoption.

** A motion was made by Councilman Rice, without a second, to postpone consideration of this ordinance until the first meeting of October 2018.

The motion died for lack of a second.

** A motion was made by Councilman Rice, without a second, to table consideration of this ordinance on the grounds that there are many unanswered questions in regards to the Federal Laws prohibiting this and also many unanswered questions in regards to the City's community attitudes towards this particular ordinance, and that it be tabled until the first meeting of October 2018.

The motion died for lack of a second.

** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to conduct first reading of Ordinance No. 825, and direct staff to set the matter for public hearing, second reading and possible adoption.

The motion passed. (4-1 Councilman Rice voted against.)

After the motion and before the vote, Councilman Rice said he poured over Robert's Rules of Order to see if there was a filibuster opportunity but there is not.

Mayor Johnson read the emails into record again (Exhibits "B" and "C").

Laura Oslund, PACE Coalition, 1645 Sewell Drive, said council has her information and understanding of how she stands considering the dangers of the use of marijuana and legalizing any other intoxicating substance in our community. She wanted to speak of the environmental impact of marijuana growth and sales in a community. A county in California, the impact of indoor marijuana production has a high use of energy. PG&E estimates that the average indoor marijuana production facility uses eighteen times energy than the average single home. Over 1/3 of all consumption based carbon emissions come from things we buy. In marijuana, one gram grown indoors produces ten pounds of carbon dioxide. We have greenhouse gasses and effluent wastewater. As to the comments to the event that was held Friday, the audience it was a Libertarian Party's meeting, so the fact that it was 90% for leans because of the audience and it was set up that way. It takes six gallons per mature plant per day of water. We all know that we live in a very desert state and we cannot afford to have that much water used for something that not everybody is for. We also know that there is a large amount of waste. In Washington State they have had 1.7 million pounds in two year in waste of marijuana plants that cannot be recycled or composted. We have in one county, in 2016, 215,000 pounds of waste that was not recycled in any manner. Where is that going to go? Even if they wanted to compost in Elko, we have no system for composting that type of waste. In the state of Colorado, there are 400 toxic products that they use on growing marijuana.

Council voted on the motion.

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

A. Review, consideration, and possible action to accept a petition for annexation of property to the City, filed and processed as Annexation No. 2-17 by Surebrec Holdings, LLC, consisting of approximately 62.03 acres of property located northeast of the intersection of Statice Street and Delaware Avenue, and matters related thereto. FOR POSSIBLE ACTION

Cathy Laughlin, City Planner, explained the applicant owns the property. This parcel is 62.03 acres. The property is identified in our adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report as having annexation potential. Staff feels it is a logical and orderly addition to the City's incorporated boundary. It will not have any immediate or negative on the City resources. The area can be served by the 5400 water zone. Sewer can be worked out in design. She recommended accepting this petition and referring the matter to the Planning Commission.

Councilman Schmidtlein asked if that location would be able to continue on with gravity sewer.

Ryan Limberg, Utilities Director, said there is water on two sides of this property. The sewer at that location would need to come across I80 to serve it. There isn't enough slope. The sewer ends before we get there. This is a location where the most likely solution would be to bore across I80 and gravity sewer down Union Pacific and on down to Manzanita.

Councilman Schmidtlein asked about going parallel to the Interstate heading down towards where we annexed those other properties, will gravity be able to connect going in that direction.

Mr. Limberg said this is a lower point. It is generally upgradiant as it heads towards the north.

Scott Wilkinson, Assistant City Manager, said there are options.

Councilman Keener said it is a significant chunk of real estate. It would be great to have that in our inventory as developable.

Mr. Wilkinson said the city tried to acquire this from the state some years ago. We received a couple appraisals that we weren't interested in entertaining from the state. We tried to purchase about 100 acres in this same location.

Councilman Keener asked if it was for economic development purposes?

Mr. Wilkinson explained we had a lot of need for large industrial acreage. Our intent was to purchase this from the State and then move that right into private hands. A real driver at that time was Boart Longyear was looking for a regional facility. We didn't have the water extended to 298. We had National Drilling looking for a facility other than Silver Street. We had a lot of potential but we missed that opportunity and couldn't work something out with the State.

** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to accept the Petition for Annexation No. 2-17, and refer it to the Planning Commission for further consideration.

The motion passed unanimously. (5-0)

II. PERSONNEL (Cont.)

- B. Mayoral designation of City Council members to specific "Liaison" positions within the City of Elko, and matters related thereto. NO ACTION BY THE COUNCIL REQUIRED
 - 1. Police Department Liaison
 - 2. Street Department Liaison
 - 3. Waterworks and Sewer Liaison
 - 4. Fire Department Liaison
 - 5. Airport and Public Property Liaison
 - 6. Parks/Recreation Department Liaison
 - 7. Building Department Liaison
 - 8. Animal Shelter Liaison
 - 9. Landfill Liaison
 - 10. Redevelopment Advisory Council (Board Member)
 - 11. Centennial Committee (Board Member)
 - 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. Other Departments Not Listed SO

Mayor Johnson went over what the liaison positions are now and then ask for suggestions for changes.

There was discussion about the committees that have gone away and what board everyone was wishing to work on.

Curtis Calder, City Manager, said Jonnye Jund, at the recommendation of the auditor, suggested a Finance Liaison.

Mayor Johnson finalized the proposed changes (Exhibit "D" and below):

Mayoral Appointments	Mayor Johnson	Councilman Rice	Councilwoman Simons	Councilman Schmidtlein	Councilman Keener
Airport and Public Property	2nd		1st		
Fair Board		1st			
Fire		1st		2nd	
Parks/Recreation/Cemetery/Golf			2nd		1st
Police	1st				2nd
Streets/Public Works	2nd	2	1st		
Building Department			1st		2nd
Water and Sewer	2nd				1st
RAC	1st	2nd			
Landfill				1st	2nd
Animal Shelter		2nd	1st		
County Commission	2nd	1st			
Elko Debt Service				1st	
NNRDA	1st				
ECVA					1st
Recreation Board	MEMBER		MEMBER	MEMBER	MEMBER
RTC	E	-		1st	
Finance	1st				2nd
Mayor Pro Tempore		1st			

C. Election of Mayor Pro Tempore, and matters related thereto. FOR POSSIBLE ACTION

** A motion was made by Mayor Johnson, seconded by Councilman Keener, to nominate Councilman Rice as Mayor Pro Tempore.

The motion passed unanimously. (5-0)

IX. REPORTS

A. Mayor and City Council

Councilman Keener said he has been involved with the Broadband Project. They met today and he thought they were making good progress. There are some internet providers looking at Elko. He and Councilman Rice had a spirited, deliberation free, discussion about marijuana last Friday and he felt it was interesting.

Councilman Rice thought the Friday event was a terrific event in terms of civic engagement and encouraged all groups to do those sorts of things and for Council to participate in any way we can.

B. City Manager

Curtis Calder reminded there were representatives from Marsy's law present a couple of meetings ago. There are some endorsement forms ready for council to fill out. They also left some little bags for council. Councilman Keener asked if it could be on an agenda for a proclamation. Mr. Calder said he talked to them about that and they said their priority was to get the endorsements first. He wanted to remind council, if they haven't done it yet, to turn in their financial statements and do it quickly to minimize the fines.

C. Assistant City Manager

Scott Wilkinson said the bid opening for the Sports Complex is the 29th.

D. Utilities Director

Ryan Limberg reported that the City of Carlin had a large water main leak a couple of weeks ago. They were unable to shut it off. They asked that the City help them with the hot-tapping machine. We said we would assist them and they ordered the materials. We found the leak and repaired it. Councilman Keener asked about water rights and them being oversubscribed. Mr. Limberg said Water Resources are still working through the issue. They are making headway and making revisions. Councilman Keener asked if the City would have to give up some water rights. Mr. Limberg answered that is something that everyone is trying to avoid.

- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief

Chief Reed reported at the last meeting there was a liquor license applicant that Council gave direction on. They have followed up with that and extended the temporary license. That will come back at the next meeting and he will give an update on how they are doing. He reported how the government shutdown has affected them. One of our bomb specialists who was scheduled for training, the training was cancelled over the weekend. Several grants are on hold. All federal law enforcement funding money is on hold. One thing that has affected us on a more permanent basis is the Sanctuary Jurisdiction issue. Now any Federal pass-through money through the State, he has to fill out a series of forms that state we are not a sanctuary jurisdiction.

- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Administrative Services Director
- N. Parks and Recreation Director

James Wiley reported on the SnoBowl and the ski lessons. There is zero snow at the SnoBowl at this time. They have started the refund process for the classes. It doesn't look good that they will be open this year.

- O. Civil Engineer
- P. Building Official

Councilman Keener asked about the permitting for Elko TV District. Apparently they are waiting for some kind of signoff from City staff. He wasn't sure what department. What are they eluding to?

Curtis Calder said the lease was approved at the last meeting. They have a secure ground lease and they will have to go through the Building Department to get permits. He didn't know if they have come in with plans or anything.

Jeff Ford, Building Official, said nothing has come in.

Shanell Owen, City Clerk, said she just emailed them to tell them their copy of the Lease Agreement was ready to be picked up. She wasn't sure if that is what they were waiting for.

Councilman Keener said he would report back to him because his understanding was that the documents were waiting. It sounded like engineering/survey type documents.

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 Chris Johnson adjourned the meeting.

Mayor Chris Johnson

Shanell Owen, City Clerk

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval to award the <u>Equipment</u> Bid for the WRF Emergency Diesel Generator Project, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018

3. Agenda Category: APPROPRIATION

- 4. Time Required: **3 Minutes**
- 5. Background Information: Council directed Staff to solicit bids at the January 9, 2018 meeting. Five (5) bids and Three (3) alternate bids were received. The City's Electrical Engineer has reviewed the bids, and finds the Smith Power Products Bid to meet the bid specifications, and is the lowest cost option. A Bid Tally and recommendation has been provided. RL
- 6. Budget Information:

Appropriation Required: Budget amount available: **\$500,000.00** Fund name: Sewer

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: **Bid Tally**
- 9. Recommended Motion: Move to approve award of bid to Smith Power Products Inc., in the amount of \$291,750.00
- 10. Prepared by: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

CITY OF ELKO BID TABULATION FOR WRF - EMERGENCY DIESEL GENERATOR February 2, 2018

Name Address City State Phone No. Fax No.			CONTRACTOR Smith Power Products Inc. 3065 W. California Ave Salt Lake City, UT 84104 801-415-5000 801-415-5700	CONTRACTOR Cummins - Sales & Service 150 Glendale Ave Sparks, NV 89431 775-745-2273 775-331-7429		CONTRACTOR Northwest Power Systems 6893 S. Supply Way Boise, ID 83716 208-378-6562 208-376-1687	CONTRACTOR Lightning Power El, Inc. 5794 S.W 40th St.#B161 Miami, FL 33155 786-554-5440 305-663-5540
No.	Bid Item Description	Bid Quantity	Total Amount	3	Total Amount	Total Amount	Total Amount
1	One (1) Emergency Diesel Generator	1	\$291,750.00	\$313,661.29	\$353,430.00	\$391,151.00	\$413,908.00
	TOTAL BASE BID		\$291,750.00	\$313,661.29	\$353,430.00	\$391,151.00	\$413,908.00
	Total Base Bid and Alternates		\$291,750.00	\$313,661.29	\$353,430.00	\$391,151.00	\$413,908.00
			NOTES: Alternate bid with Warranty and additions \$382,090.00	Alternate bid Stationary Generator	NOTES: N/A	NOTES: Alternate bid \$ 295,524.00	NOTES:

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval to purchase a new Envirosight RovverX Complete Mobile Inspection Truck by utilizing the Joinder Provision of NRS 332.195, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **4 Minutes**
- 5. Background Information: This piece of equipment consists of a new Ram 2500 Van with internal computer and software licenses, as well as camera equipment, crawler, and various sized wheels, and accessories to televise sewer and storm drains from 6" to 60".

This project was budgeted in the current fiscal year at a reduced rate, in an attempt to purchase a demo unit. This has not come to fruition, due to several complications. A new unit is available at a higher than budgeted cost. However, with the greatly reduced cost estimate at the WRF Fill Stand Project, there will be money available in the current Fiscal Year Budget to cover the expenditure. RL

6. Budget Information:

Appropriation Required: **\$190,424.39** Budget amount available: **\$125,000.00 + unused WRF Fill Stand funds** Fund name: **Sewer**

- 7. Business Impact Statement: Required/Not Required
- 8. Supplemental Agenda Information: **Quote and equipment information/Spec Sheets**
- 9. Recommended Motion: Move to approve utilizing the Joinder Provision of NRS 332.195 with National Joint Powers Alliance, a public agency and political subdivision of the State of Minnesota, for the purchase of an Envirosight RovverX Complete Mobile Inspection Truck, as specified in the attached supplemental information.
- 10. Prepared by: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:



MetroQuip, Inc.

TO



QUOTATION NO. 2018EVSROVVERXTK DATE January 15, 2018 CUSTOMER ID City of Elko EXPIRATION DATE 2/15/2018

1953 E. Commercial Meridian, ID 83642 ph:(208)344-3318 fax:(208)345-5931 idonahoo@metroguip.net

> Dale Johnson City of Elko

(775) 388-3384

204 South 11th Street Elko, NV 89801

email: djohnson@elkocitynv.gov

SALESPERSON FOB PAYME		PAYMENT T	ERMS	DELIVERY DAT		
Jake Donahoo (208) 921-0393 FOB Elko Standard Terms			Standard Terms and	d Conditions	60-75 Days ARO	
	\$ 1	*Available for piggyback on l	NJPA Contract # 022014-EVS	katak		
QUANTITY		DESCRIPTION		UNIT PRICE	LINE TOT	'AL
1.00	Inspection System Pendant Controlle RCX90 Camera, R Remote Lift Eleva small rubber wheels rubber wheels, QI wheels, 2 QDC cli Sonde & Clutch ir rubber wheels and Wireless Remote a Accessories includ	erX Complete Mobile Ins Standard Rovver X Syster with Desk Mount and U (X130 Full Size Crawler, A tor, Quick Change Disco ls, QDC medium (4) large DC small (4) medium (4) a mber wheels, Backeye Ca included. RX95 Compact 6 aggressive wheels. RAM and 300M of Orange Gor- te Emergency Stop cable for ressurization Kit, WinCAr	em with VC200 JS –Connector PC-VC, Auxillary Light Kit, nnect (QCD) with 6 e (4) and extra large (4) and large carbide grit mera, Inclination, Size Crawler with 6 K300 Cable Reel with e Cable. Additional for Reel, Mounting	\$190,424.39	\$190,4	24.39
-	Truck & Enclosur 3.6L V6 Engine, 6 Drive. MEPS 5kv Roof Mounted Str camera, Backup al shovel, sledge han See attached NJP/ Price includes freig for the goods named,	nd Cable Guide Pulley. <u>e</u> : 2018 Dodge Promaste -Speed Automatic Transr v Power Unit, Roof Mour robes, Wall Heater, Fully I arm, Computer w/Monito mer, manhole pick, Tiger A Quote, Brochures, and ' ght to Elko, NV. Hands- subject to the conditions no ss otherwise noted. The pric	nission, Front-Weel at AC, Front & Rear insulated Walls, Backup or & Mount, Tool Pkg: Tail Truck Floor Plan on training provided. ted below. This quotation	SUBTOTAL SALES TAX	\$ 190,42	24.39
charges, sales tax, F	E.T., or other applica	able taxes unless noted. All s	ales are subject to	TOTAL	\$ 190,42	4.39

To Accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!



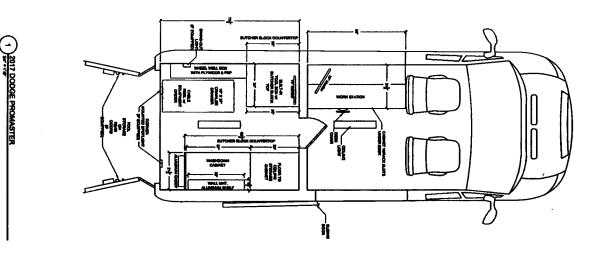
CONTRACT PRICING WORKSHEET

Contract No.: 022014-EVS

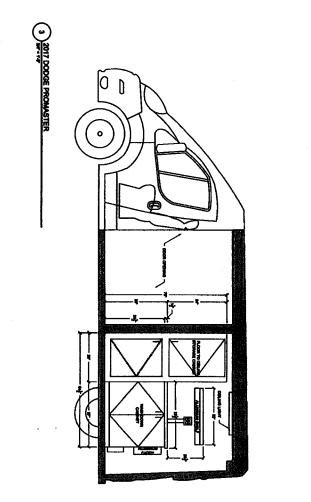
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QTY	Part Number		D	scription			NIPA PRICE		
1	E-RX-SYS-Tru	ck_Bosic	US –Connector P Inclination, Sonde and 300M of Orang cable for Reel, Mou	C-VC, RCX90 Camera, RJ & Clutch included, RAX e Gore Cable. Addition: nting Frame for Reel, Pr	idant Controller with Desk Mount and X130 Crawler with Backeye Camera, 300 Cable Reel with Wireless Remote al Accessories include Emergency Stop essurization Kit. Wheel Sets include, 6 r, 2 Climber wheels, 4 Large rubber.	,	69,305.6		
1	E-555-09	00-00	RX95 Crawler - Sto Weight approx 4	eerable, with 2 High Per kg, for diameters from 1	formance Motors and 6 wheel drive. 100 up to approx 200mm, including r, inclinationa & tilt sensors, Location	\$	12,740.0		
1	E-564-09	00-00		Remote Lift Accessory - Camera Elevator Kit for RX130 - for pipes with 12" diameter and larger, raises the RCK90 on the RX130 Crawler			12,230.4		
1	E-559-09	00-00	160 4	ilone Linke udek Dastan	Comers for B(1)//EB V 120	\$	4,586.4		
4	E-008-0803-00		LED Auxiliary Light with Backeye Camera for ROVVER X 130 ROVVER X 95 / SV 95 - (1) Super Aggressive Medium Wheel for 4" line (BLUE				1 0/7 0		
4	E-000-00			WITH Spi	ikes)	\$	1,267.8		
1	E-000-0035-00		Top Manhole Cable Roller (part# (37560); Aluminum frame and rubber wheel with bearings, protects cable from manhole top cover edge and reduces friction to improve crawler performance			^h \$	333.3		
1	E-000-0036-00		Tyger® Tail 2" for manhole bottom cable protection; 2 inch diameter rubber sleeve to protect cable from manhole bottom pipe entry.			\$	67.9		
1	2017 VF2L16		2017 Ram ProMaster 2500 High Roof, 159" WB, 3.6L V6 Engine, 6-SPEED AUTOMATIC 62TE Transmission.			\$	30,995.0		
1	Dodge ProMos	er Base Upfit	Build out to customer supplied chassis - specifications attached - you must include one power option			\$	19,308.0		
1	MEPS Power U	hit Packag e	5.0Kw MEPS Power Unit Package			\$	10,253.0		
1	Wall Mounte	d Heater		Wall Mounter	d Heater	\$	254.0		
1	Rear Roof Mou	nted Strobe		Rear Roof Mour		\$	282.0		
1	Front Roof Mou	nted Strobe		Front Roof Mou	nted Strobe	\$	282.0		
1	Insulated Cellin			Full insulation of the C		\$	1,162.0		
1	Tool Pac		Sh	ovel, Pick, Sledge Hamn		<u> </u>	237.0		
1	File Cal	XII (9)	Roof Mounted	2 Drawer Filing Cabinet	with Formica Top g Harness, Digital Thermostat, and	\$	471.0		
1	Roof mour	ited AC		nciudes winn instaliat		\$	1,323.0		
1	Computer	Monitor	19" Tru		(required for Rack Mount)	\$	652.0		
1	Multi-Monit	or Mount	Multi-Monitor M	ount for Office Area (re	quired for SAT and/or Rack Mount)	\$	453.0		
1	E-PA-Rackn		·	Rack Mount C		5	2,935.3		
1	WinCon	ught	1	WinCan Softwar		\$	4,586.0		
and the second second	View Contract Rem Part Number	s iar <i>i - S</i> adi.			rac roms	\$ }};	<u>173,724.</u>		
<u>QTY</u>	E-080-0709-00			scription age Carbide/Grit Wheel		\$	COST 1,720.		
4	E-080-0711-00			Change Carbide/Grit Wh	reel	\$	2,265.		
4	E-080-0704-00			k-Change Rubber When	el	\$	2,055.		
4	E-080-0706-00			Change Grease Wheel		\$	1,309.		
4	E-080-0710-00			ge Carbide/Grit Wheel		\$	2,248.		
1	E-WINCANTRAINING-1		Imanufacturer WINC	AN Software Training Subtotal Sourced Iter		\$	1,500.		
				Freight, Dealer PDI, D		\$	<u>11,099.</u> 5,600.		

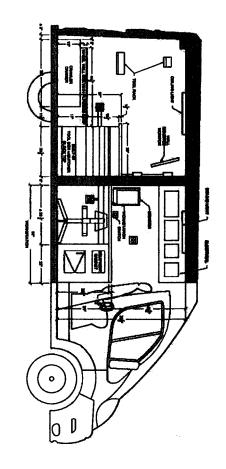


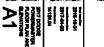
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2)2017 DODGE PROMASTER

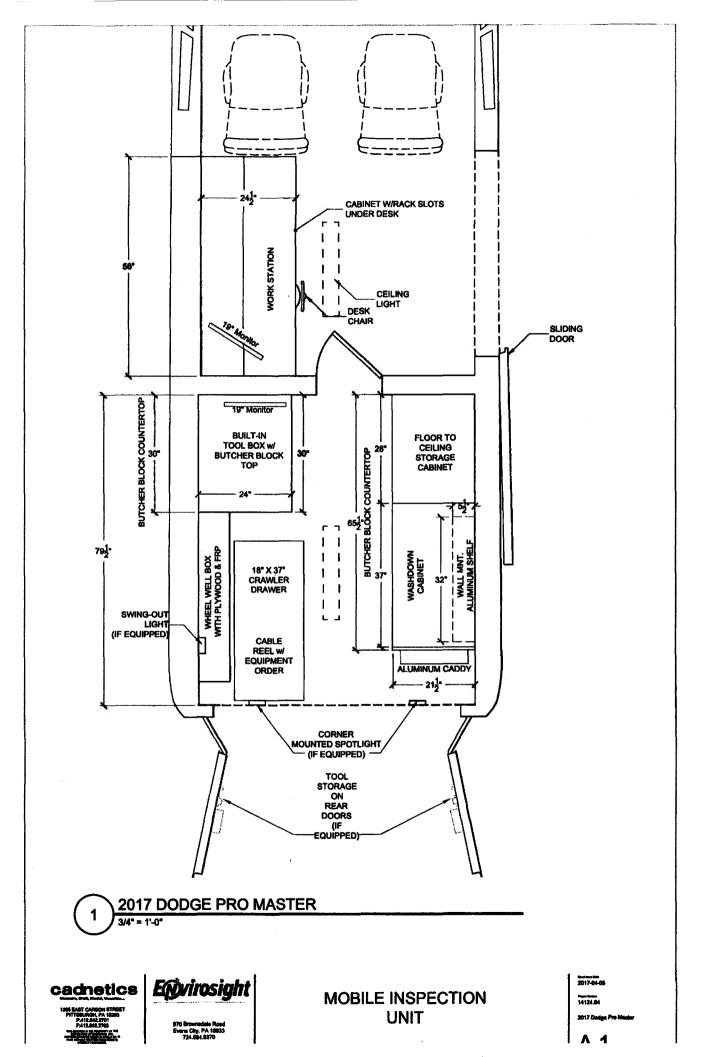


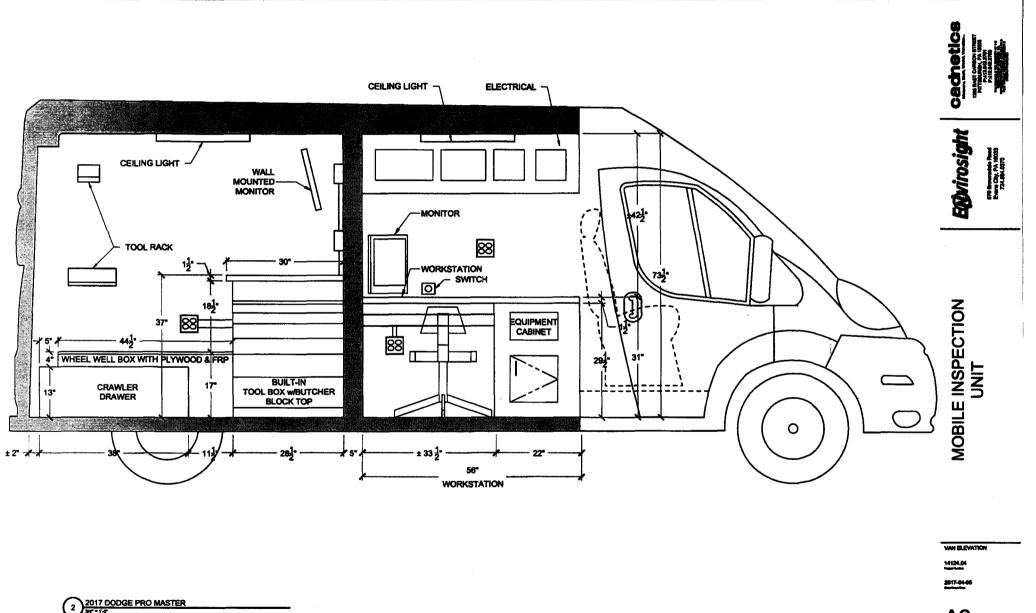




MOBILE INSPECTION UNIT Envirosight

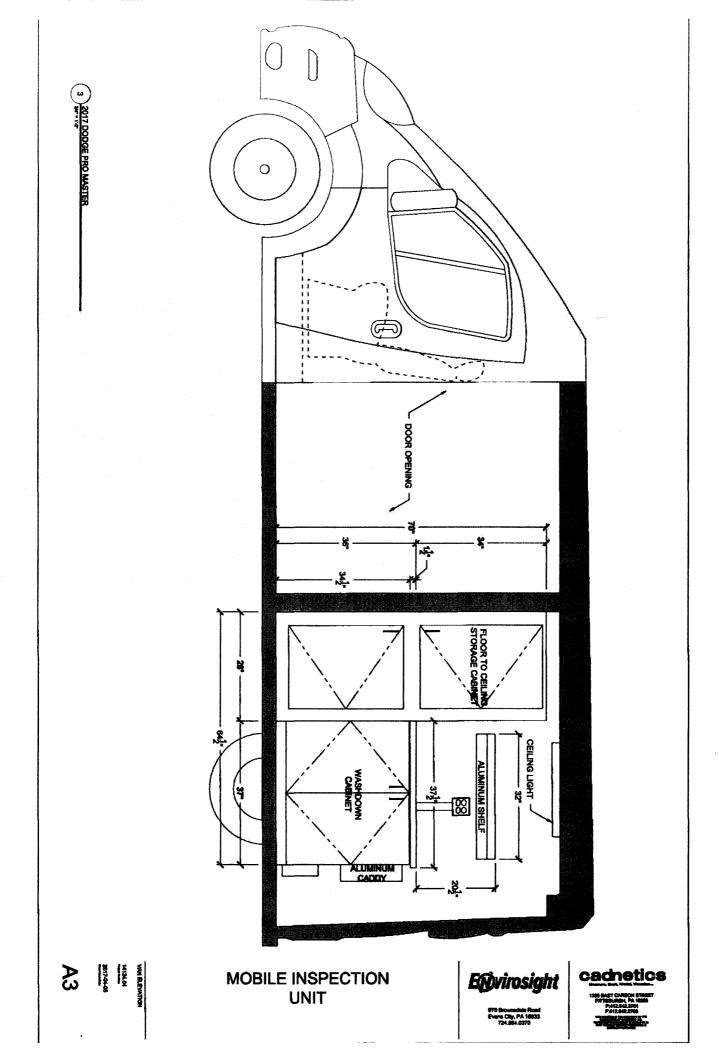
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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB SELECTED MODEL & OPTIONS

SELECTED MODEL - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

Code Description

VF2L16 2018 Ram ProMaster Cargo Van 2500 High Roof 159" WB

SELECTED VEHICLE COLORS - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

Code	Description
-	Interior: Black
	Exterior 1: Bright White Clearcoat
	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

CATEGORY

Code	Description
ENGINE	
ERB	ENGINE: 3.6L V6 24V VVT (STD)
TRANSMISSI	ON
DG2	TRANSMISSION: 6-SPEED AUTOMATIC 62TE (STD)
CPOS PKG	
21A	QUICK ORDER PACKAGE 21A -inc: Engine: 3.6L V6 24V VVT, Transmission: 6-Speed Automatic 62TE
WHEELS	
WCS	WHEELS: 16" X 6.0" STEEL (STD)
TIRES	
TWA	TIRES: LT225/75R16E BSW ALL SEASON (STD)
PRIMARY PA	INT
PW7	BRIGHT WHITE CLEARCOAT

PAINT SCHEME

STANDARD PAINT

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 523.0, Data updated 12/27/2017 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved. Customer File:

2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

CATEGORY

<u>Code</u>	Description
SEAT TYPE	
A7X9	BLACK, CLOTH BUCKET SEATS
ADDITIONAL E	QUIPMENT
AJV	INTERIOR CONVENIENCE GROUP -inc: Shelf Above Roof Trim,
	Windshield Document Holder, Cargo Net, Locking Glove Box, Underseat
ALU	Storage Tray PREMIUM APPEARANCE GROUP -inc: Chrome Front Grille, Fog Lamps
BAJ	220 AMP ALTERNATOR
GTR	POWER FOLDING/HEATED MIRRORS
UAB	RADIO: UCONNECT 3 NAV W/5" DISPLAY -inc: GPS Antenna Input
GXK	ADDITIONAL KEY FOBS (2)
NHM	SPEED CONTROL
CME	WOOD FLOOR
LHL	AUXILIARY SWITCHES

CDL DRIVER 6-WAY ADJUSTABLE LUMBAR SEAT

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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

ENTERTAINMENT

- Radio: Uconnect 3 w/5" Display
- · Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Wireless Streaming
- Integrated Roof Antenna
- 4 Speakers
- Steering Wheel Mounted Audio Controls
- Media Hub (USB, AUX)
- Media Input Hub
- Integrated Voice Command w/Bluetooth

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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

EXTERIOR

- Wheels: 16" x 6.0" Steel
- Tires: LT225/75R16E BSW All Season
- Center Wheel Cap
- Steel Spare Wheel
- Full-Size Spare Tire Mounted Underbody
- Clearcoat Paint
- Gray Front Bumper
- Gray Rear Step Bumper
- Gray Bodyside Moldings and Gray Fender Flares
- Black Side Windows Trim
- Black Door Handles
- Black Manual Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Trailer Style Mirrors
- Light Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Gray Grille
- Sliding Rear Passenger Side Door
- Split Swing-Out Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Aero-Composite Halogen Headlamps
- Cab Clearance Lights

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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

INTERIOR

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Front Cupholder
- Remote Keyless Entry w/Integrated Key Transmitter and Illuminated Entry
- Manual Air Conditioning
- Glove Box
- Driver Foot Rest
- Front Cloth Headliner
- Urethane Gear Shift Knob
- Cloth Bucket Seats
- Day-Night Rearview Mirror
- 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Front Only Vinyl/Rubber Floor Covering
- Cargo Space Lights
- FOB Controls -inc: Trunk/Hatch/Tailgate
- 5.0" Touchscreen Display
- Instrument Panel Bin, Covered Dashboard Storage, Driver And Passenger Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Down
- Power Door Locks w/Autolock Feature
- Systems Monitor

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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

- Trip Computer
- Outside Temp Gauge
- Analog Display
- Seats w/Vinyl Back Material
- Fixed Front Head Restraints
- Engine Immobilizer

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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

MECHANICAL

- Engine: 3.6L V6 24V VVT
- Transmission: 6-Speed Automatic 62TE
- 3.86 Axle Ratio
- Heavy Duty Suspension
- GVWR: 8,900 lbs
- 50 State Emissions
- Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
- Front-Wheel Drive
- Engine Oil Cooler
- 95-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
- 180 Amp Alternator
- Towing w/Trailer Sway Control
- 4020# Maximum Payload
- Gas-Pressurized Shock Absorbers
- Front Anti-Roll Bar
- Hydraulic Power-Assist Steering
- 24 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Brake Actuated Limited Slip Differential

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2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

SAFETY

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- ParkView Back-Up Camera

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POWERTRAIN - BASIC SPECIFICATIONS - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

ENGINE

Engine Order Code Engine Type Displacement SAE Net Horsepower @ RPM SAE Net Torque (lb ft) @ RPM

TRANSMISSION

Transmission order code Transmission Type Description Drive Train ERB Regular Unleaded V-6 3.6 L/220 CID 280 @ 6400 260 @ 4400

DG2 6-Speed Automatic w/OD Front Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)

Hwy EPA fuel economy estimate (MPG)

City cruising range (mi)

Hwy cruising range (mi)

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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TRANSMISSION			
Gear Ratio (:1)			
First Gear Ratio (:1)	3.90		
Second Gear Ratio (:1)	2.69		
Third Gear Ratio (:1)	2.16		
Fourth Gear Ratio (:1)	1.37		
Fifth Gear Ratio (:1)	0.95		
Sixth Gear Ratio (:1)	0.65		
Reverse Ratio (:1)	3.04		
Clutch size (in)			
Power Take-Off			
TRANSFER CASE			
Transfer case model			
Gear Ratio (:1)			
Transfer case high gear ratio			
Transfer case low gear ratio			
Transfer case power take off	No		
DIFFERENTIAL	Front		Rear
Axle Ratio (:1)	3.86		3.86
ELECTRICAL			
Battery	1	2	3 To
Battery cold cranking Amps @ 0 F	700.00	700.00	1,400.
Alternator			
Alternator Amps	* 220.00		
COOLING SYSTEM			
Cooling system capacity			
Engine oil cooler Indicates equipment which is in addition to or replaces b	Regular Duty	quinmont	

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WEIGHT INFORMATION	Front	Rear	Tota
Gross Axle Wt Rating (lbs)	4,629.00	5,291.00	
Curb Weight (lbs)	3,073.00	1,810.00	4,883.00
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	3,073.00	1,810.00	4,883.00
As spec'd payload (lbs)			4,017.00
Total Weight (lbs)	3,073.00	1,810.00	5,233.00
Reserve Axle Capacity (lbs)	1,556.00	3,481.00	5,037.00
Gross Vehicle Wt Rating (lbs)			8,900.00
Gross Combined Wt Rating (lbs)			11,500.00
TRAILERING	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs)	5,100.00	510.00	
Weight Distributing Hitch (lbs) Fifth Wheel Hitch (lbs)	5,100.00	510.00	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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SUSPENSION	Front	Rear	
Spring			
Spring Type Spring Capacity	Strut	Leaf	
Axle			
Axle Type	Independent	Rigid Axle	
Axle Capacity	4,600.00	5,250.00	
Shock Absorber Diameter (mm) Stabilizer Bar Diameter (in)			
BRAKES			
Brake type			
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	11.80	11.00	
Drum			
Drum Diam x Width (in)			
TIRES	Front	Rear	Spare
Tire Order Code	TWA	TWA	-
Tire Size	LT225/75R16	LT225/75R16	Full-Size
Capacity			
Revolutions/Mile @ 45mph			
WHEELS	Front	Rear	Spare
Wheel Size	16 X 6	16 X 6	Full-Size
Wheel Type	Steel	Steel	Steel

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CHASSIS SPECIFICATIONS - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB STEERING Steering type **Rack-Pinion** Ratio (:1) On Center At Lock **Turning Diameter** Curb-to-Curb 46.80 Wall-to-Wall FUEL TANK Main **Auxiliary** 24.00 Capacity Location Midship Midship * Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

TERIOR DIMENSIONS		
Wheelbase (in)	159.00	
Length, Overall w/rear bumper (in)		
Width, Max w/o mirrors (in)	80.70	
Height, Overall (in)	99.40	
Overhang		
Overhang, Front		
Overhang, Rear w/o bumper		
Ground to Top of Load Floor (in)	21.00	
Ground Clearance		
Ground Clearance, Front	6.9	
Ground Clearance, Rear	6.9	
Rear Door		
Rear Door Type	Split Swing-Out	
Rear Door Opening Height		
Rear Door Opening Width		
Side Door		
Side Door Type	Sliding	
Side Door Opening Height (in)		
Side Door Opening Width (in)		
Step Up Height - Front (in)		
Step Up Height - Side (in)		
RGO AREA DIMENSIONS		
Length @ Floor		
Cargo Area Length @ Floor to Console (in)		
Cargo Area Length @ Floor to Seat 1	145.9	
Width		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

DIMENSIONS - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB		
CARGO AREA DIMENSIONS		
Cargo Area Width @ Beltline	73.6	
Cargo Box Width @ Wheelhousings	55.8	
Cargo Box (Area) Height (in)	76.00	
Cargo Volume (ft ³)		
INTERIOR DIMENSIONS		
Passenger Capacity	2	
Seating Position	Front	
Head Room (in)		
Leg Room (in)	38.80	
Shoulder Room (in)	74.80	
Hip Room (in)		

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

2018 Fleet/Non-Retail Ram ProMaster Cargo Van 2500 High Roof 159" WB

WARRANTY INFORMATION

WARRANTY INFORMATION - 2018 Fleet/Non-Retail VF2L16 2500 High Roof 159" WB

WARRANTY Basic: 3 Years/36,000 Miles

Drivetrain: 5 Years/60,000 Miles

Corrosion: 5 Years/Unlimited Miles

Roadside Assistance: 5 Years/60,000 Miles

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



The Power of One

ROVVER X is the one system that lets you do everything-control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software. All this capability is packed into a simple three-piece layout, with no CCU or other components to clutter your truck.

ROVVER X is built on a powerful digital backbone. Not only can you add side-scanning, laser profiling and lateral launch, you can view status from onboard sensors, automate tasks with macros, and measure defects on-screen. And future capabilities are limitless—ROVVER X's firmware updates automatically to the latest features and accessory support.

Technology aside, ROVVER X is built for the rigors of sewer work. Twelve wheel options-plus camera lift, carriage and lamp accessories-mean ROVVER X transforms in seconds to inspect any line. Its steerable six-wheel drive navigates past obstacles, and overlapping wheels climb offsets better than tracks.



Complete Capability

With many wheel options-plus a detachable lift, carriage and auxiliary lamp-ROVVER X is the only single system that lets you inspect lines 4-96" diameter. With quick-change wheels, you'll be ready in seconds to handle any combination of pipe size, material and condition. (See wheel chart on reverse panel.)

12"

24" and up

24" and up

15"

8 (down to 4" with available RX 95 crawler body)

Power to Maneuver

6

ROVVER was the first crawler with steerable 6-wheel drive, giving operators the agility to navigate past obstacles that stop other crawlers.

> ROVVER X adds to that legacy with CAN-bus controls, which allow you to perform multiple functions at once. Now you can steer while panning the camera and adjusting camera lift height. Proportional joysticks give you fine control over speed and direction, and also let you pivot in place.

Many Ways to Inspect

Digisewer. Generate side-scans that capture every detail from pipe wall. With Digisewer, you can inspect three times faster than with CCTV-at a cost and learning curve anyone can manage. With the Digisewer laser ring, you can also measure pipe ovality.

Laser. Onboard lasers can be used to measure defects and ovality. With an optional laser profiling accessory attached, WinCan's laser module can track cross-section along the pipe to determine ovality and create a geometric model.

Lateral Launch. The ROVVER X SAT lateral launch add-on lets you inspect laterals from a mainline, ideal for finding gas line cross-bores and illicit flows. It integrates with any existing ROWVER X system, reducing cost and equipment clutter.

Onboard Intelligence

ROVVER X uses CAN-bus, the same technology found in modern automobiles. This gives it capabilities not available anywhere else:

Automatic Updates: When connected to the Internet, the pendant updates its firmware automatically, ensuring the latest features.

Concurrent Control: Digital communications let you control any number of camera, crawler and accessory functions at once.

actual size

Agility & Uptime: With only six conductors, lightweight ROVVER X cable is easy to pull long distances, and also easy to reterminate. Kevlar gives it a 1000-lb. break strength, and a tough jacket maximizes abrasion resistance.

CAN-bus

Future-Readiness: ROVVER X evolves with technology, which means its capabilities can grow with your needs.

Information: Access system status, from real-time sensor data to lifetime service and operating history.

Self-Diagnostics: Connect to a PC with ROVVER X Studio, and our technicians can log in to read error codes and run diagnostics.

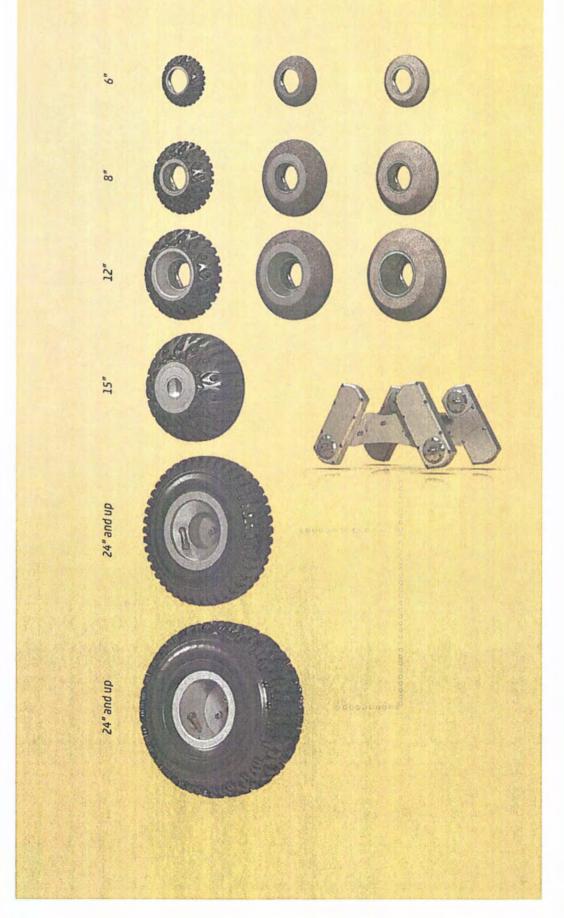


Digisewer side-scanning

> SAT lateral launch

Quick-Change Wheels

Swapping in seconds with no tools, ROVVER X quick-change wheels address any combination of pipeline diameter, material and condition.



system

ratings	CE, NRTL
power	120-240 Vac, 60 Hz
viewing capability	pipelines 4-96" dia.

camera (REX90)

imager color ¼" CCD
resolution
zoom lens 120× (10× optical, 12× digital)
pressure rating 1 bar
features auto shutter; auto/manual focus
illumination dimmable 40-LED array
articulation ±145 deg tilt; infinite pan
measurementtwin laser diodes
sensing temperature, pressure, pan/tilt
size 6.6" × 3.1" × 2.8" (168 × 81 × 72 mm)
weight
materials aluminum, stainless steel

crawler (8x190)

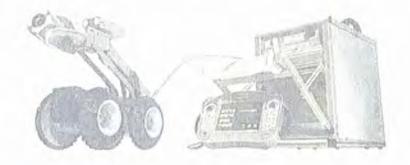
wheels
turn radius down to 0.0"
camera color rear-view with tri-LED lamp
sensors pitch, roll, temperature, pressure
pressure rating
size 12.2" × 4 4" × 3.2" (310 × 111 × 90 mm)
weight 13.2 lb (6 kg)
materials aluminum, stainless steel
sonde transmitter

control pendant (vczoo)

controls twin joysticks; push-button
controls (power, lamp intensity, camera lift,
zoom, focus, reel mode, pull force, crawl
speed/direction); 10 soft keys; touchscreen
touchscreen
video capture MPEG-4 (H.256)
image capture
storage external USB; internal flash (64 GB)
connectivity Ethernet
size 13.5" × 9.3" × 3" (342 × 236 × 75 mm)
weight 4.4 lb (2 kg)
firmware VisionControl (auto-updating)
bundled software VisionReport

aux. lamp (optional)

lamps	four (4) tri-LED lamps
dimensions 4.6"×5.	2"×5.2" (117×132×132 mm)
materials	aluminum, stainless steel



cable reel (RAX300)

cable length	1000' (300 m)
cable diameter.	
cable weight	0.03 lb/ft
cable strength .	1000 lb
cable conductors	
controls (local) .	power, emergency stop
controls (via penda	ant) auto/manual, speed,
	forward/reverse, pull strength
sensors	tension, tilt
size	(12.4"×19.3" (620×315×490 mm)
weight	68.3 lb (31 kg)
connections.	pendant, service, video in/out

camera lift (optional)

carriage (optional)

wheelbase (w/l)	14.5"/12.2" (368/310 mm)
weight	34.2 lb (15 5 kg)
materials	aluminum, stainless steel

aux. lamp/rear camera (optional)

forward illumination	twin tri-LED lamps
camera color re	ear-view with tri-LED lamp
sonde transmitter	33 kHz / 512 Hz
materials	aluminum, stainless steel

basic system

- RX130 crawler body
- RCX90 camera head
- RAX300 reel with 1000' cable
- VC200 control pendant
- VisionReport software
- WinCan VX software (basic)
- single-channel digital wireless remote control
- small rubber wheels (6)
- medium rubber wheels (4)
- medium grease wheels (4)
- climber wheels (2)
- large rubber wheels (4)
- crawler body transport case
- camera head transport case
- tools (wrenches, pressure kit)

options/accessories

- laser profiler
- DigiSewer side-scan camera
- lateral launch crawler/reel
- remote camera lift
- large-pipe carriage
- large- and small-dia. crawlers
- aux. lamp/rear-view camera
- desktop mount for pendant
- USB media for pendant
- wheel sets (see chart on flap)
- cable management accessories
- lowering devices
- WinCan VX software (advanced)
- other accessories



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get into tight situations

underground understood

3

The RX95 small-diameter crawler lets you inspect lines as narrow as 4". Like the standard-size RX130, the RX95 offers a compact, steerable six-wheel drive and a built-in sonde transmitter. It works with your existing ROVVER X reel, controls and cameras, and is also available with a compact pan/tilt camera or ultra-compact axial camera.

> Crawl down lines as small as 4". Travel as far as 1640' (depending on reel). Maneuver past obstacles with steerable six-wheel drive. Works with your existing ROVVER X controller, camera and reel. On-board sonde (available in common frequencies) facilitates location.



total integration For maximum versatility, the RX95 works with your ROVVER X auto cable reel (1000' or 1640'); desktop and handheid controls; and pan/tilt/zoom camera.



portability options The RX95 is also available with 330' and 660' portable reels, ideal for industrial applications requiring extreme portability.



three camera choices The RX95 accepts three available cameras: the compact pan/tilt PTP camera (shown), the standard pan/tilt/zoom RCX90, and the axial RAC50 camera.



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Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval to solicit bids for the Effluent Reuse and Sanitary Sewer Railroad Bores and Humboldt River Crossing to the New Sports Complex, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **5 Minutes**
- 5. Background Information: This portion of the project was not completed last year as part of the Effluent Reuse Pipeline and Sewer to the Elko Sports Complex Project. Staff is seeking Council approval to rebid the work. RL
- 6. Budget Information:

Appropriation Required: Budget amount available: **\$677,000.00 + 393,000.00 = 1.07M** Fund name: **Sewer**

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information:
- 9. Recommended Motion: **Move to approve soliciting bids.**
- 10. Prepared by: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of a Professional Services Agreement with ZGA Architects for design of a new Combined Water/Sewer/WRF Shop, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **3 Minutes**
- 5. Background Information: At the January 23, 2018 meeting, Council directed Staff to negotiate a proposal with ZGA, and bring back a Professional Services Agreement for possible Council approval. RL
- 6. Budget Information:

Appropriation Required: \$248,214.00 Budget amount available: \$250,000.00 Fund name: Water and Sewer (125,000.00 each)

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: **Proposal from ZGA and PSA**
- 9. Recommended Motion: Move to approve PSA with ZGA in amount of \$248,214.00
- 10. Prepared by: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

ZGA ARCHITECTS & PLANNERS, CHARTERED



February 6, 2018

Mr. Ryan Limberg Utilities Director City of Elko 1751 College Avenue Elko, NV 89801

Re: New Combined Water and WRF Shop City of Elko 1751 College Avenue Elko, Nevada 89801 ZGA Project No. 1778.00

Dear Director Limberg:

Thank you for meeting with us last week to review the initial project parameters for the New Combined Water and Water Reclamation Facility Shop. We enjoyed meeting with you, Mike Haddenham, and Dale Johnson to review specific operations of each department and better understand the opportunities and challenges ahead. Our proposal is based upon the information contained in the Request for Qualifications, issued by the City of Elko, our discussions at the Initial review meeting and our understanding of the project as follows:

Project Description, Understandings and Assumptions

The City of Elko Utilities Department manages and operates the Water and Sewer Department, Water Reclamation Facility. The City has determined that specific components of the Water and Sewer Department and Water Reclamation Facility are to be relocated to a new shared facility.

In our initial meeting with you, Mike, and Dale, we discussed the overall project expectations, potential functional requirements, and toured the existing Water and Sewer Department and Water Reclamation Facility shop to better understand the scope of the project and architectural services that will likely be required. In order to provide a description of services and associated fees we have made the following assumptions, based upon our current understanding of the project scope:

Project Description

- The project is the design of a new building to house specific components of the City of Elko Water and Sewer Department and Water Reclamation Facility. The new building will consist of approximately 23,000 square feet and will be located on the northeast portion of the existing waste water treatment facility site.
- 2. It is envisioned that the following activities/spaces will be housed within the new facility. The list of activities and spaces is preliminary and will likely change/evolve as the project is developed.



Water and Sewer Department

- Main entry vestibule
- Main entry lobby
- Administrative assistant (shared with WRF)
- Utilities Department director
- Water and Sewer Department superintendent
- Water and Sewer Department assistant superintendent
- Men's and women's administrative staff restrooms
- Conference/training room (shared with WRF)
- Future office
- Break room/kitchen (shared with WRF)
- Men's and Women's employee toilet, shower, and locker rooms (shared with WRF)
- Water and Sewer Department bunk room
- Water and Sewer Department work room/line-out
- Chemical storage
- Welding/machine shop
- Vehicle and equipment storage bays
- Air compressor room
- Tool room
- Project staging area
- Parts room
- Shop office
- Chlorine gas and hypo storage room
- Receiving area/loading dock
- Janitor's closet (shared with WRF)
- Mechanical room (shared with WRF)
- Fire riser room
- Electrical room (shared with WRF)
- Laundry

Water Reclamation Facility

- Repair shop
- Men's and women's employee toilet/locker/shower rooms (shared with Water and Sewer)
- Water Reclamation superintendent
- Water Reclamation assistant superintendent
- Future office
- Water Reclamation bunk room
- Water Reclamation work room/line-out
- Laundry

Site Development

- Public parking
- Employee parking
- Vehicle and equipment wash rack
- Material storage



- 3. It is anticipated that the new building construction will generally include the following:
 - Foundation: Concrete footings, slab-on-grade.
 - Exterior envelope: Insulated concrete masonry units, furred interior walls where required.
 - Roof system: Open-web steel joists with metal deck and insulated single-ply roofing system.
 - Bridge crane in WRF shop
 - High-bay structure to accommodate service vehicles and equipment.
 - Site improvements to support the new building construction
- 4. Site Orientation: The building configuration and orientation will facilitate vehicular circulation through the high bays to provide efficient ingress and egress for service vehicles.
- 5. ZGA will visit the site to review the existing conditions.
- 6. This proposal includes architectural services for Phases I, II, and III as described in the City's RFQ. We will provide a proposal for Phase IV services, administration of the contract, if requested by the City of Elko.

Schedule

The schedule for the development of design and construction documents is as follows:

- 1. Completion of Phase I Preliminary Planning and Schematic Design: March 16, 2018
- 2. Completion of Phase II Design Development:

April 30, 2018 June 29, 2018.

3. Phase III - Construction Documents:

Construction Procurement Documents

- 1. Procurement and Contracting Requirements, General Conditions for the Contract for Construction and related documents to be included in the project manual will be provided by the City of Elko.
- 2. The schedule for bidding and construction has not be established at this time.

Owner Obligations

- 1. The City of Elko shall have obligations and responsibilities which may include but are not limited to:
 - a. Assistance in defining a program that sets forth the project objectives, budget, constraints and criteria.
 - b. Payment of all agency entitlement processing, approvals, plan review and permits fees.
 - c. Obtaining/providing a site survey, including all existing site improvements, utilities, and topography.



Architectural Services

Our services will include geotechnical, civil, architectural, structural, mechanical and electrical design and engineering (basic services). If, during the project development phase, it is determined that other specific disciplines are needed resulting from changes in project scope we will submit a proposal for those additional services at that time. Key personnel assigned to this project will be as follows.

Architect: ZGA Architects and Planners, Chartered Principal-in-Charge for the design team: Michael G. Simmonds, AIA Project Architect, Pat Walsh, AIA.

Geotechnical Engineering: Summit Engineering Principal-in-Charge: Tom Hannum, P.E

Civil Engineering/Land Surveying: Konakis Engineering, LLC Principal-in-Charge: Ferron S. Konakis, P.E.

Structural Engineer: AHJ Engineering Principal-in-Charge: David Haugland, P.E. Project Engineer: Chris Holladay, P.E.

Fulcher Engineering: Mechanical Engineering Principal-in-Charge: Jeff Fulcher, P.E.

E2Co: Electrical Engineering Principal-in-Charge: John VanStone, P.E.

Phase I - Preliminary Planning and Schematic Design

Schematic design services will include the development of the project program and concept design. The project program will be developed through discussions with the project stakeholders and will define the specific attributes and interdependencies of the required project functions and spaces. The programming process will also result in the confirmation of design criteria and expectations for the new facility. The concept design for the site and building configuration will be informed by the program, guided by the Water and Sewer District/WRF representatives and will consist of schematic site plan, floor plan, and exterior elevations.

The Preliminary Planning and Schematic Design phase services and deliverables will include the following:

- Project programming
- Identification of applicable code requirements
- General site layout of project components (i.e., building configuration/areas, parking and circulation, project phasing options)
- Building floor plan and exterior elevations
- Preliminary project budget for overall site development, building construction, soft costs, and furnishings, fixtures and equipment.

Based upon the mutually agreed upon project parameters and budget, ZGA and its consultants shall



prepare preliminary design documents for review and approval by the City of Elko. Alternative approaches to design and construction will be explored as required.

Phase II - Design Development

Design development will result in the more detailed development of the project design and advancement of the drawings, outline specifications, engineering and analysis. Drawings shall reflect further development of civil, architectural, structural, mechanical/plumbing, and electrical project components.

An outline set of specifications and a preliminary draft of the final project manual shall be created including construction contract requirements, general conditions of the contract for construction, supplementary conditions (as may be required by the City of Elko). Estimates of construction costs shall also be updated which will include opinions of probable costs for construction work, contractor overhead/profit, and general conditions requirements.

Phase III - Construction Documents

Construction Documents: The construction drawings and specifications will describe the various aspects and characteristics of the project in sufficient detail for bidding and construction. During this phase the project budget will also be reviewed and project scope and costs reconciled. ZGA will prepare construction documents for use by the Owner in bidding/construction procurement, building permit application/issuance and construction of the project.

The design team will finalize the project manual including the technical specifications, general conditions and division one requirements. The final construction documents, project manual, supporting calculations and final cost estimate will be presented to you for final review and approval. Construction Documents for the new facility will generally consist of the following:

Drawings

General

- Code analysis, life safety plan and general information
- Site boring locations

Civil

- Site topographical survey (furnished by the City of Elko)
- Site drainage and grading plan
- Site utilities plan
- Site details

Architectural

- Site plan
- Floor plan
- Roof plan
- Reflected ceiling plan
- Building sections
- Wall sections

- Interior elevations
- Interior finish schedule
- Door and window schedules
- Miscellaneous Details as required

Structural

- Foundation plan
- Roof framing plan
- Foundation and wall details
- Roof framing details

Mechanical

- Plumbing floor plan
- Roof drainage system plan
- Plumbing fixture schedules
- Plumbing details
- HVAC plan
- HVAC equipment schedules
- HVAC details

Electrical

- Site electrical plan
- Electrical power floor plan
- Lighting system plan
- Special systems plan
- Lighting fixture schedule
- Panel schedules/one-line diagram
- Electrical details as required

Project Manual

- General Conditions of the Contract for Construction
- Supplementary Conditions
- Technical specifications

Project Budget

- Cost of construction
- General conditions
- Soft costs

The following building and life safety codes have been adopted by the City of Elko. Where possible, and acceptable to the City of Elko, the 2018 or most current edition of the codes will be used.

- 2009 International Building Code with Appendices C, E, F, G, H, I and J and necessary administrative provisions.
- 2009 International Residential Code with the exception of Chapters 11-42 but with appendices H, and K and necessary administrative provisions.



- 2009 Uniform Mechanical Code with Appendices A, B, C, and D and necessary administrative provisions.
- 2009 Uniform Plumbing Code with Appendices A, B, D, E, I, L and necessary administrative provisions.
- 2009 International Fire Code and necessary administrative provisions.
- 2008 National Electrical Code and necessary administrative provisions2009 International
- Energy Conservation Code and necessary administrative provisions.

Phase IV - Permitting and Bidding Assistance/Construction Administration Services Bidding assistance services typically consist of assisting the Owner in the solicitation of bids for the construction of the project. These services may include issuance of bid documents, generating and/or coordinating the advertisement for bids, issuing addenda, review of requests for substitutions, evaluation of bid proposals and making recommendations to the Owner. A request for proposal for these services has not been issued by the City of Elko; these services are not included in this

Construction administration services typically include administrating the contract for construction, reviewing contractor submittals and shop drawings, payment application review/certification, field observations and review of work relative to requirements of the contract documents, and providing supplementary instructions and information to the contractor. A request for proposal for these services has not been issued by the City of Elko; these services are not included in this proposal.

Fee Proposal

proposal.

Our fee proposal reflects the geotechnical, civil, architectural, structural, mechanical and electrical engineering services (basic services) required for design, and generation of construction drawings and specifications

Phase I - Preliminary Planning and Schematic Design Services

For preliminary planning and schematic design services as described herein we are proposing that our compensation be established as a fixed fee exclusive of reimbursable expenses in the amount of Forty-Three Thousand Three Hundred Seventy-Two Dollars (\$43,372.00) reflecting the following breakdowns:

Discipline	Fixed Fee
Geotechnical Investigation/Engineering	\$ 4,000.00
Civil Engineering	\$ 4,580.00
Architectural	\$21,362.00
Structural Engineering	\$ 6,380.00
Mechanical Engineering	\$ 5,025.00
Electrical Engineering	\$ 2,025.00
Total Phase I Services Fee	\$43,372.00

Phase II - Design Development Services



For design development services as described herein we are proposing that our compensation be established as a fixed fee exclusive of reimbursable expenses in the amount of Seventy-Five Thousand Six Hundred Fourteen Dollars (\$75,614.00) reflecting the following breakdowns:

Discipline	Fixed Fee
Civil Engineering	\$ 6,870.00
Architectural	\$42,724.00
Structural Engineering	\$ 9,570.00
Mechanical Engineering	\$11,725.00
Electrical Engineering	\$ 4,725.00
Total Phase II Services Fee	\$75,614.00

Phase III - Construction Documentation

For construction documentation and permitting services as described herein we are proposing that our compensation be established as a fixed fee exclusive of reimbursable expenses in the amount of One Hundred Twenty-Nine Thousand Two Hundred Twenty-Eight Dollars (\$129,228.00) reflecting the following breakdowns:

Discipline	Fixed Fee
Civil Engineering	\$ 11,450.00
Architectural	\$ 78,328.00
Structural Engineering	\$ 15,950.00
Mechanical Engineering	\$ 16,750.00
Electrical Engineering	<u>\$ 6,750.00</u>
Total Phase III Services Fee	\$129,228.00
Total Phase I, II, III services fee:	\$248,214.00

<u>Phase IV - Permitting and Bidding Assistance/Construction Administration Services</u> ZGA can provide a proposal for these services at the request of the City of Elko.

Additional Services

If any of the following circumstances affect our services for the project, ZGA and/or our consultants shall be entitled to an appropriate adjustment in our schedule and/or compensation:

- a. Change in the instructions or approvals given by the City of Elko that necessitate revisions in our design/construction documents.
- b. Enactment or revisions to codes, laws or regulations or official interpretations that necessitate changes to previously prepared design/construction documents.
- c. Significant changes in the project including but not limited to size, quality, complexity, and the schedule or budget or procurement method.



> d. Preparation of design or documentation for alternate bid or proposal requests proposed by the City of Elko

General Provisions

Payment

Our services our invoiced on a monthly basis with payment in full required within thirty (30) calendar days following the invoice date. Any unpaid balance shall bear interest from the date payment is due at a rate of 1-1/2% per month (18% per annum). Late payments apply to interest first then principle.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the City of Elko and ZGA, the risks have been allocated such that City of Elko agrees, to the fullest extent permitted by law, to limit the liability of ZGA to the City of Elko for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witnesses fees and costs, so that the total aggregate liability of ZGA to the City of Elko shall not exceed ZGA's total fees for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The purpose of this letter is to define the our proposed scope of services and associated fees for the New Combined Water and WRF Shop project. If this proposal meets with your approval, we would be glad to execute an agreement in the City's preferred format.

We are honored to have been selected to enter into negotiations with the City of Elko to provide architectural services for the New Combined Water and WRF Shop and look forward to working with you and other City representatives. Please contact Pat Walsh or me with any questions or if you require additional information.

Sincerely,

408 E. Parkcenter Blvd., Suite 205

ZGA Architects and Planners, Chartered

nonds. AIA ael



AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: Combined Water and WRF- Shop Design

THIS AGREEMENT, made this <u>7th</u> day of <u>February</u>, 20<u>18</u>, between the **CITY OF ELKO**, a political subdivision of the State of Nevada, hereinafter referred to as "City," and <u>ZGA Architects & Planners Chartered</u> of <u>Idaho</u>, hereinafter referred to as "Consultant."

RECITALS

1. The City desires to obtain professional consulting services for the following project: <u>WRF/Water Shop Design Services</u>, hereinafter referred to as the "Project."

2. The City requires certain professional design services in connection with the Project, hereinafter referred to as "services."

3. Consultant is able and desires to perform such professional services as may be required by City upon the terms and conditions set forth in this Agreement.

4. The budget for the project as developed by City and acknowledged by Consultant is **Two hundred forty-eight thousand two hundred and fourteen dollars (\$248,214.00)**, (for phases I, II, III) as per attached proposal.

5. Consultant has made site inspections, consulted with the City and is fully acquainted with the requirements and scope of work of the Project.

THEREFORE, City and Consultant, for and in consideration of Consultant's compensation to be paid by City to Consultant as provided below, and in further consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE I GENERAL PROVISIONS

Section 1.1 Consultant agrees to perform all of the professional services in connection with the Project and comply with the terms and conditions set forth in this Agreement, which shall be performed in a diligent manner in accordance with the highest standards of consultant professionals, and shall provide City with any information and documents required by them in order that there shall be no delay

in the Project.

Section 1.2 The parties understand and agree that this Agreement is for employment of professional services, and Consultant agrees not to assign or transfer its interest in this Agreement. Consultant agrees not to delegate to those outside Consultant's firm the duties required to be performed under this Agreement, except that Consultant shall have the right to engage other qualified consultants, architects, engineers, and draftspersons to assist in the preparation of the required work. Consultant represents that at least one principal member of Consultant's firm shall be licensed to practice in the State of Nevada for the entire term of this Agreement. Consultant further agrees that if, at any time after the commencement of the services under this Agreement, the firm shall cease to be engaged in licensed engineering, architect or other professional practice in the State of Nevada or otherwise shall be unable to perform the duties under the Agreement, or if any of the principal members of the firm shall die or become insolvent. City will then have the right and option to terminate this Agreement and the employment of Consultant under this Agreement. In the event of such a termination. Consultant shall be compensated for services performed to the date of such termination in accordance with the provisions of Article X of this Agreement.

Section 1.3 All time limits stated in this Agreement are of the essence.

Section 1.4 Consultant, in designing the Project, shall use his best professional efforts to take into consideration the Project's relation to community interests and adjacent developments, and its environmental impact. To this end, Consultant shall assist City in making reports and presentations in connection with these aspects of the Project to all federal, state and local public agencies having jurisdiction and/or other community or related interest groups.

Section 1.5 City reserves the right to employ other engineers and consultants in connection with the Project.

Section 1.6 City will have the right to disapprove any portion of Consultant's services on the Project, including, but not limited to, schematic design studies, design studies and construction documents for any reason, including, but not limited to, aesthetics, or because, in City's opinion, the construction cost is likely to exceed the maximum construction budget for the Project.

<u>N/A</u> - Section 1.7 All As-Built drawings shall be prepared and submitted in an electronic AutoCAD format with "As-Built" information accurately displayed and certified by the Contractor's Site Superintendent. All site work shall be on the NAD 83 Nevada East Zone 2701 Ground coordinate system for integration into the City of Elko's drawing database. One set of stamped hard copy of "As-Built" shall be submitted to the City for their records.

Section 1.8 Redesign Responsibilities - The DESIGN PROFESSIONAL shall be required to make necessary corrections at no cost to the City of Elko when the designs, drawings, specifications, or any other items or services under this Agreement contain errors, deficiencies, inadequacies, or do not meet minimum requirements of local, state and federal agencies.

ARTICLE II CONSULTANTS

Section 2.1 Unless specifically directed otherwise by City, Consultant shall, subject to City's prior written approval of the same, retain and administer the work of all necessary outside consultants.

Section 2.2 Consultant shall review the work of all outside consultants engaged by him for the Project and shall certify to City that this work is complete and meets Consultant's requirements.

Section 2.3 Consultant will coordinate and cooperate with any and all other consultants retained directly by City. Consultant shall coordinate the work of his own outside consultants. Consultant shall certify to the best of his knowledge and belief that any work performed by City's consultants is complete and meets Consultant's requirements, and Consultant shall notify City if any such work performed by City's other consultants is not satisfactory and/or is incomplete when compared to Consultant's requirements.

ARTICLE III CONSULTANT'S BASIC SERVICES

Section 3.1 The services to be rendered by Consultant as provided in this Section shall constitute and collectively be called the "Basic Services" (see attached proposal). City authorizes Consultant to proceed with that portion of the Basic Services as required by the preliminary site planning and schematic design phase. No other services shall be undertaken by Consultant and City will not incur any liability for fees or expenses to Consultant for such services, unless and until City gives Consultant a separate written approval to proceed with each successive phase of the services provided for in this Agreement. Upon receipt of each approval, Consultant shall perform the services provided for in the phase as set forth and described in this Agreement.

Section 3.2 Consultant's Basic Services shall include all the necessary professional disciplines required by the nature of the Project. Consultant shall also prepare and supply to City cost estimates

Section 3.3 Any and all consultants retained by Consultant for basic services shall be approved in writing by the City.

Section 3.4 The professional services of Consultant shall be performed in accordance with the phases set forth in this Agreement.

Section 3.5 <u>Phase I - Preliminary Site Planning and Schematic Design</u> <u>Phase</u>. Professional services to be performed by Consultant under this phase shall include, if applicable, but not be limited to the following:

- 1. Examination of the site and surrounding area by the Consultant;
- 2. Study of all codes, ordinances, rules, orders, regulations and statutes affecting the Project, including, but not limited to, fire and safety codes, and adherence to these matters in the performance of all phases of Consultant's professional services under this Agreement and in the preparation of the Contract documents to be supplied under this Agreement;
- 3. Recommendations covering electric power, gas, water, sewage disposal and storm and sanitary drainage systems;
- 4. Recommendation for the structural, electrical and heating, ventilating and air conditioning systems for the Project. These recommendations shall be substantiated by comparative feasibility and economic studies;
- 5. Preparation of an engineering analysis based upon subsurface conditions to determine the practical alternate solutions for foundations;
- 6. Analysis of present and contemplated traffic flows, ingress and egress, for on and off site pedestrian and vehicular traffic;
- 7. Preparation of schematic designs, site plans, presentation renderings in color, and site model or models as required by City to understand Consultant's design concepts;
- 8. Preparation of preliminary construction cost estimates to establish

the estimated maximum construction cost; and

9. Preparation of preliminary drawings at a suitable scale accessible to City, including, but not necessarily limited to, floor plans, elevations and sections indicating types of structural framing, typical wall sections, proposed floor-to-floor heights, utility layouts, materials, types of vertical transportation, mechanical systems and equipment, and any additional documents required for purposes of clarity.

In each instance of required submittals, $\underline{3}$ copies of all schematic design studies shall be submitted to City for approval. Phase I shall terminate upon written approval by City of all Phase I services of Consultant.

Section 3.6 Phase II - Design Development Phase. The design development phase shall commence upon written approval by City of all Phase I submissions and services and written authorization for Consultant to proceed, and shall terminate upon written approval by City of all Phase II submissions and services. Phase II professional services shall consist of preparation by Consultant of design development studies to fix and illustrate the size, scope and character of the entire Project in its essentials as to the kinds of materials, type of structures, internal systems and such other work as may be required. The design development studies shall include, but not be limited to, the following:

- 1. A site plan showing all buildings in relation to final grades with all proposed connections to existing or proposed roads and utilities. Landscaping shall be blocked in;
- 2. Plans, elevations, typical cross-sections and typical wall sections of all buildings;
- 3. Structural, electrical and mechanical systems presented in preliminary and one line diagram form;
- 4. Plans and specifications describing construction materials and systems in reproducible form acceptable to City; and
- 5. Consultant shall supply the City for review purposes complete sets of prints or plans and specifications as City may require. All plans and specifications submitted to the City for approval shall be in conformance with , the applicable laws, statutes, zoning ordinances, building codes and regulations of all city, county, state and federal agencies having jurisdiction over the work, and shall bear all necessary stamps of approval.

In each instance of required submittal, <u>3</u> copies of all design development studies shall be submitted to City by Consultant for approval and shall not be deemed to have been accepted until City has notified Consultant in writing.

Section 3.7 <u>Phase III - Construction Documents Phase</u>. The Construction Documents phase shall begin on the written approval of the City of all design development studies and other Phase II services and written authorization to Consultant to proceed, and shall terminate on the approval by City of the Construction Documents and all other Phase III services. The professional services under Phase III shall include, but not be limited to, the following:

- 1. The preparation by Consultant of any and all Construction Documents, which shall describe and delineate the Project and shall be in such detail as is necessary to permit complete construction of the Project. The Construction Documents shall include the following:
 - a. Work drawings;
 - b. Site, including results of all subsurface soil investigations, existing grades, new final grades, paving, curbs, utility structures, planting and lawns;
 - c. Structural;
 - d. Mechanical, including plumbing and fire protection systems; and
 - e. Electrical systems including power and lighting.
- 2. Complete specifications which shall describe the scope, materials and quality of workmanship;
- 3. General conditions and special conditions;
- 4. In each instance of required submittals, <u>3</u> copies of the Construction Documents shall be submitted to City by Consultant for written approval. Upon approval, Consultant shall provide City with one set of reproducible working drawings and <u>3</u> sets of specifications, as a part of the basic services under this Agreement. Additional sets of drawings and specifications shall be provided, at cost, if requested by City;
- 5. During the bidding period and process, Consultant shall provide the following: <u>N/A</u>
 - a. Assist City in obtaining and analyzing proposals from

contractors and in awarding and preparing the construction contract;

- b. Interpretation of Construction Documents when requested by prospective bidders;
- c. Preparation and issuance to prospective bidders of addenda, amendments and/or supplementary drawings required for clarification;
- d. Attend bidder's meetings as requested by City; and
- e. Attend bid openings as requested by City to assist in analysis of bids and in recommendations and reports on disposition of bids and awards.
- 6. If the lowest bona fide bid exceeds the maximum construction costs established in writing by City, City may, at its election, do one of the following: <u>N/A</u>
 - a. Give written approval of an increase in the fixed limit;
 - b. Authorize rebidding the Project within a reasonable time; and
 - c. Cooperate in revising the Project scope and quality as required to reduce the construction cost.

If City elects (a) above, Consultant shall not be entitled to any increase in his fee for basic services because of the approved increase in the maximum construction cost. If City elects (c) above, Consultant, without additional charge, and as part of the basic services under this Agreement, shall modify the drawings, plans and specifications as necessary to bring the construction cost within the fixed limit. The providing of this service shall be the limit of Consultant's responsibility in this regard.

Section 3.8 <u>Phase IV - Administration of Construction Contract Phase</u>. Phase IV shall commence on written notice to Consultant from City indicating City's authorization to so proceed and shall terminate upon final acceptance of the Project by City. Engineer's Phase IV professional services shall include, if applicable, but not be limited to, the following: <u>N/A</u>

1. Consultant shall review and approve all shop drawings, materials, samples, schedules and colors submitted by the contractor. Consultant shall act expeditiously in its review indicating changes where necessary. Consultant shall assemble and submit to City all manuals, brochures and drawings needed for operation and maintenance of the Project. Consultant shall assemble all written guarantees, affidavits and releases from the contractor,

subcontractors and subordinate subcontractors for delivery to City as required by the Construction Documents;

- 2. Consultant shall prepare and distribute to all appropriate persons, any necessary bulletins, drawings, supplemental specifications, etc., necessary to clarify or supplement the Construction Documents throughout Phase IV;
- 3. Consultant shall interpret drawings and specifications as necessary and in a timely manner in order that the requirements of contract documents shall be faithfully carried out. Consultant will keep City informed of the progress of the work. Consultant shall not accept any work which fails to conform to the Construction Documents;
- 4. Consultant shall request and promptly review proposals for changes in the work, make recommendations to City, and, upon written authorization from City, promptly issue change orders in conformance with the requirements of the Construction Documents. No changes shall be made to the original copies of the Construction Documents. All changes to drawings shall be made on reproducible copies of the original drawings. Such revisions shall be clearly indicated and a current revisions date shall be included on the reproducible copy. Changes to specifications shall be made by consecutively numbered and dated addenda;
- 5. Consultant, if requested by City, shall prepare all requests for change estimates. Change estimates shall be reviewed by Consultant and approved, if requested by City;
- 6. Consultant and his consultants shall make bi-monthly or more frequent, as may be required by City, visits to the Project site to inspect construction activities, render decisions in the field and interpret drawings. On the basis of Consultant's observations, Consultant shall guard City against defects and deficiencies in the work and review the general quality of construction for reasonable conformance with the Construction Documents. Consultant shall submit periodic written reports, as may be and as often as shall be required by City, on the progress of construction with recommendations as to materials, manpower and quality of work. These bi-monthly or more frequent periodic visits on a regularly scheduled basis are part of the basic services during Phase IV;
- 7. In cases of apparent conflict in the work caused by two or more

trades working side by side or close together, Consultant shall work with the contractor to resolve such conflict, including the resolution of any problems indicated on the coordinated mechanical composite shop drawings prepared by the contractor(s). Consultant shall use his best professional efforts in resolving such conflicts to the end that no additional cost shall accrue to City;

- 8. Consultant and his consultants (as and when required by City) shall attend meetings in the field, as regular job meetings, on a bi-monthly basis, or more often, as may be required by City;
- 9. Consultant shall coordinate the activities of his consultants;
- 10. Consultant shall assist City in obtaining temporary and permanent certificates of occupancy for the Project;
- 11. Consultant shall receive the contractor's requisitions for payment, and Consultant will determine the amounts owing to the contractor and will issue certificates for payment in the amounts. These certificates will constitute a representation to the City, based on Consultant's determination and the data comprising the requisitions for payment, that the work has progressed to the point indicated. By issuing a certificate of payment, Consultant represents to City that the quality of work is in accordance with the Construction Documents. Consultant shall conduct observations to determine the date of substantial completion and issue a final certificate of substantial completion, prior to City's acceptance of the work. Consultant shall also issue, prior to City's final acceptance of the work, a list of observed items, materials or systems for replacement or additional work by the contractor, and shall compile, in conjunction with the City, a final "punch list" prior to final acceptance and payment to the contractor, and shall then notify City of punch list corrections. Consultant shall conduct inspections to determine the date of final completion and issue a final certificate for payment when due, and have the contractor obtain and submit the written guarantees and releases required;
- 12. Consultant shall collect from the contractor, confirm the accuracy and completeness of the "as built" drawings and deliver two (2) sets (one paper and one electronic) to City upon completion of the Project; and
- 13. Assuring that the contractor maintains an up-to-date set of record

drawings reflecting "as-built" conditions of the work at all times.

ARTICLE IV - <u>N/A</u> <u>RESIDENT FIELD SUPERVISION</u>

Section 4.1 If required by City, as part of additional services, Consultant shall furnish one or more qualified engineer field supervisors who shall be stationed at the Project site for the duration of the Project and who shall be assisted by technical specialists as required. The Project site supervision shall include, but not be limited to, attention to all disciplines listed in Section III of this Agreement.

Section 4.2 Subject to prior approval by City of the individual so chosen, the resident field supervisor(s) shall be selected, employed and directed by Consultant and his services reimbursed for in accordance with Section VII.

Section 4.3 The duties of the resident field supervisor(s) shall include, but not be limited to, the following:

- 1. Inspection of all work to determine the progress, quality, quantity and conformance of the work with the requirements of the Construction Documents;
- 2. Issuing of field orders as directed by City;
- Compliance with contractor's safety measures for protection of persons and property;
- 4. To advise City of problems, such as strikes, delays in receipt of materials, etc., which may affect the construction schedule;
- 5. Participation in job coordination meetings with the City, Consultant and the contractor;
- 6. Maintaining a periodic record of construction progress as directed by City and submitting daily construction progress reports to City;
- 7. Coordination with local agencies and City's architectural/engineering department, as may be requested by City;
- 8. Verification of contractor's statement of quantities of materials priced on a unit cost basis; reimbursable field costs of the contractor, if any, for authorized overtime and time and material work; and amount of

construction "work in place" completed each month for purpose of the contractor's request for payment;

- 9. Performance of such other related duties which are reasonably within the scope of this Agreement as may be required by City; and
- 10. Consultant's field supervisor shall keep and make readily available, a daily diary noting the following, but not limited to, weather, work activities performed, daily pay amount, major events (i.e., accidents, emergencies and form failure), important phone calls, conversations, discussions with contractor and property owners, official visitors name and purpose, major equipment, sizable work forces moved onto or off job, general location of work, record material rejected and reason, delays and duration, total working days.

ARTICLE V TIME OF SERVICES

Section 5.1 The services of Consultant shall begin upon being notified to proceed by the City Project Director or his or her designated representative, and shall be prosecuted to completion with the necessary documents delivered to the City within the following periods:

- 1. The preliminary site planning and schematic design phase as described in Section 3.5 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall exceed <u>30</u> calendar days after issuance of the notice to proceed;
- 2. The design development phase as described in Section 3.6 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall this time exceed <u>45</u> calendar days after approval of the preliminary site planning and schematic design phase;
- 3. The preparation of Construction Documents as described in Section 3.7 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall this time exceed <u>60</u> calendar days after approval of the design development phase by the City;
- 4. In any event, all services prior to bid opening shall be completed and all materials delivered to City as provided in Section 3.8 within the time limit agreed upon by Consultant and City; however, in no case

shall this time exceed <u>135</u> calendar days after notice to proceed, exclusive of times for City reviews.

Section 5.2 The Consultant shall submit a Progress Schedule to be approved and included in the attached Professional Services Proposal. The Progress Schedule is to outline the dates the Professional Service tasks will begin and be completed by. Since time shall be of the essence of this agreement, the Consultant agrees to satisfactorily complete all Professional Services and work within the time periods shown in the submitted Progress Schedule.

ARTICLE VI <u>CITY'S RESPONSIBILITIES</u>

Except as specifically provided herein, City will compensate Consultant on a time and materials basis in accordance with the terms and conditions of this Agreement as follows:

Section 6.1 City will provide Consultant with information and criteria outlining City's objectives and functional requirements for the Project. City will furnish to Consultant information and sketches relating to the ultimate intended use of the premises.

Section 6.2 City will inform Consultant in writing of the maximum construction cost for the Project.

Section 6.3 City will maintain close liaison with Consultant, and through Consultant, with Consultant's consultants. City will designate, when necessary, representatives authorized to act in its behalf. City will examine documents submitted by Consultant and shall render decisions pertaining to them promptly, to avoid unreasonable delay in the progress of Consultant's services. City designates its representative for the project.

Section 6.4 To the extent applicable, City will furnish topographic and boundary surveys of the site, showing as required, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and available data pertaining to any existing buildings, other improvements and trees; Consultant shall determine what test borings, pits or other subsurface soil investigations are necessary for the determination of subsurface conditions. However, at the request of City, Consultant will secure these surveys and will be reimbursed as provided in Section 3.5. Consultant shall be responsible for (i) the adequacy of subsurface soil investigations with regard to the type and number necessary under the particular conditions prevailing at the project site, (ii) the proper interpretation of the results of these investigations, and (iii) the integrity of all structures and site improvements based upon the results of such investigation.

ARTICLE VII CONSULTANT'S COMPENSATION

City will compensate Consultant in accordance with the terms and conditions of this Agreement as follows:

Section 7.1 For Consultant's basic services as described in the (attached proposal) City will pay to Consultant the fee (in this referred to as the "basic fee") in the amount of \$ 248,214.00, notwithstanding total project costs. Each phase of design services shall be compensated on a fixed fee exclusive of reimbursable expenses.

Section 7.2 For Consultant's reimbursable expense (referred to in this Agreement as "reimbursable expenses," and defined and limited in Article VIII, amounts expended by Consultant on a cost-only basis and in accordance with the attached Exhibit N/A, entitled "Charges for Time and Expense Projects," dated N/A which shall remain in effect during the term of this Agreement and which may be made after expiration or earlier termination of this Agreement, unless otherwise agreed to in writing by and between Consultant and City.

Section 7.3 The times and further conditions of payments shall be described in Article IX below.

ARTICLE VIII REIMBURSABLE EXPENSES

Section 8.1 Reimbursable expenses are additional reasonable expenditures not included as part of the basic services actually made by Consultant in the interest of the Project. Consultant shall be reimbursed for the following reimbursable expenses only to the extent such expenses were necessarily incurred for the Project pre-approved by the City of Elko as listed in proposal or scope of service:

- Travel, when approved in advance or required by City for Consultant and his representatives (except for travel in the general area of Consultant's office and/or the Project site) over <u>N/A</u> trips to the Project site which <u>N/A</u> trips are included in Consultant's basic services during Phase IV. Travel reimbursement shall be limited to:
 - a. Reasonable actual cost of any taxi, bus, railroad or air travel (coach where applicable);
 - b. Transportation by automobile at <u>N/A</u> cents per mile, plus tolls and parking; and
 - c. Reasonable actual lodging expenses and meals incurred while traveling.
- 2. Long distance telephone calls, facsimiles and telegrams;
- 3. Statutory fees paid to governmental agencies for securing approvals of authorities having jurisdiction over the Project; and
- 4. Other items contracted for by Consultant at the specific request of City.

ARTICLE IX PAYMENTS TO CONSULTANTS

Section 9.1 Payment for the engineering services hereinabove set forth will be made by City to Consultant and will be considered as full compensation for all personnel, materials, supplies and equipment used in carrying out the work.

- 1. The Consultant shall provide the City with a monthly detailed invoice indicating the percentage of work completed for each task to date and the cost of work completed and as outlined in Exhibit 'A'. City agrees to pay invoices within 45 days of the date of receipt. The Consultant may suspend services in the event that an invoice remains delinquent for 75 days from date of invoice;
- 2. The budget for total charges for services authorized by this Agreement is established at the time of authorization of each Task Order and shall not be exceeded without prior authorization by City.

- 3. City will have the right to withhold from payments due Consultant any sums necessary to protect City from and against any loss or damage which may result from negligence or unsatisfactory services of Consultant, failure by Consultant to perform his obligations, or claims filed against Consultant or City relating to Consultant's services or work; and
- 4. Notwithstanding any provision, covenant and/or condition of this Agreement to the contrary, City will have the right, but not the obligation, in its sole discretion and on written notice to Consultant, to make payment directly to any consultant of Consultant, and to charge or back charge any amount so paid directly to any such consultant to Consultant.

ARTICLE X SUSPENSION OR TERMINATION OF PERFORMANCE

Section 10.1 City may, at any time and for any reason, direct Consultant to stop Consultant's services under this Agreement for a period of time. This direction will be in writing and will specify the period during which the services are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date as City may subsequently specify in writing. The period during which services shall have been stopped shall be deemed added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against City.

Section 10.2 City may, at any time, with or without cause, terminate this Agreement by written notice to Consultant specifying the termination date, which will be not less than seven (7) days from the date notice is given. In the event of termination in this manner, Consultant shall be paid such amount as shall compensate him for the portion of the services satisfactorily performed prior to the termination date. Termination upon this Section shall not give rise to any claim against City.

Section 10.3 In the event that:

- 1. Consultant shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or
- 2. Grounds for cancellation of the Agreement under this Section shall arise; or
- 3. Consultant shall otherwise be in default under this Agreement; or
- 4. City will give Consultant written notice that in its opinion, the conduct of Consultant is such that the interest of City are likely to be impaired or prejudiced, stating the facts on which the opinion is based; then City may, immediately terminate this Agreement for cause within the same Notice.

Section 10.4 On termination, Consultant shall be entitled to payment of such amount, to be determined by City, as shall fairly compensate him for the services satisfactorily performed to the termination date; provided, however, that:

- 1. Nothing in this Section is to be construed to relieve Consultant from any liability and/or damages sustained by City as a result of any breach by Consultant of this Agreement, and payment by City to Consultant of any monies pursuant to this Section shall not bar City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform his services in accordance with this Agreement;
- 2. No amount shall be paid to Consultant under this Section until the services required to be performed to the agreed point of suspension or termination has been satisfactorily completed;
- 3. Payment by City to Consultant of any monies pursuant to this Section shall not bar City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform his services in accordance with this Agreement; and
- 4. In the event of termination of this Agreement for any reason, Consultant, prior to any payment to Consultant pursuant to this Section, shall deliver to City the complete set of all original drawings prepared to the date of termination. City will have the right to use the ideas and designs contained in this Agreement for the completion of the Project; in the event of termination of this Agreement or upon

completion of the Project, City may, at all times, retain the originals of all such drawings, originals of renderings, special art work or models. All drawings, plans, specifications, renderings and models, etc., are the property of City. They are not to be used by any person other than City on other projects unless expressly authorized by City. City agrees that Consultant shall not be responsible for any work which has not been completed as of the date of termination under this Agreement.

ARTICLE XI CONSULTANT RECORDS

Section 11.1 Consultant shall keep, and shall require each consultant engaged under this Agreement to keep, accurate books of records and accounts in accordance with sound accounting principles, of all expenditures made and all project costs, liabilities and obligations incurred under this Agreement. These accounts shall be available on reasonable request to City for examination and audit.

ARTICLE XII INDEMNITY

Section 12.1 Consultant shall agree to indemnify, defend and hold harmless the City, each officer, agent, attorney-in-fact and employee of City against all claims for personal injury or wrongful death or property damages arising out of the negligence, act, error or omission to act in the performance of Consultant's Professional Services or by any negligence, act, error or omission to act in the performance of any consultant to Consultant, in the execution or performance of this Agreement, which shall include the reasonable attorney fees and costs of the City pursuant to such claims.

Section 12.2 In the event that both City and Consultant's wrongful act is the proximate cause of any liability or damages then each party will be liable for the portion of the damages resulting from such party's comparative wrongful act.

Section 12.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe that these materials could or should be present. The Consultant and City agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of Consultant's Professional Services.

Section 12.4 If the project involves construction of any kind, the parties agree that City and Consultant will be indemnified to the fullest extent permitted

by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of City or Consultant. Both City and Consultant will be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

Section 12.5 Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

ARTICLE XIII INSURANCE

Section 13.1 Consultant shall insure and shall require each of his consultants to insure against the following risks to the extent stated:

- 1. The Consultant shall maintain the following insurance, at its own expense:
 - a. Worker's Compensation and Employers Liability in the sum of \$1,000,000.00;
 - b. Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, and broad form general liability endorsement, covering as insured Consultant and City with not less than the following limits of liability: Bodily Injury and Property Damage (\$1,000,000.00) combined single limit for bodily injury, property damage and personal injury. The consultants shall maintain a similar policy of insurance covering as insured each consultant. City and/or City's lender, if so directed by City, will be specifically named as additional insureds on these policies;
 - c. Comprehensive automobile liability covering all owned, nonowned or hired automobiles to be used by Consultant and each of Consultant's consultants in the amounts of \$1,000,000.00 combined single limit for bodily injury and property damage;
 - d. Consultant's professional liability insurance covering legal liability caused by errors and omissions arising out of

performance and professional services in connection with the Project and covering as insured Consultant with (\$1,000,000.00) limit of liability, and consultants with an amount of liability approved by City in each case. If the agreed coverage proves not to be available for any reason, Consultant shall obtain approval from City for a revised amount as appropriate; and

e. Consultant and each of its consultants shall provide not less than (\$1,000,000.00) excess of the limits as noted in Subsection (b) comprehensive general liability insurance and (c) - comprehensive automobile liability. These policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against City or any member, officer, agent, attorney-in-fact or employee of City alleging an error, omission or act and seeking damages even if the suit is groundless, false or fraudulent.

The Consultant shall maintain insurance limits at or above that which is reasonably required for the type and scope of work performed. Before beginning work, Consultant shall furnish insurance certificates to City.

Section 13.2 All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Nevada. As soon as practicable on execution of this Agreement and before commencing any performance under this Agreement, Consultant shall deposit, and shall cause each consultant to deposit certificates of insurance bearing notations or accompanied by other evidence satisfactory to City of the payment of premiums. Thereafter, certification of premium payment and certificates of insurance evidencing policy renewal shall be deposited with City not less than ten (10) days before the expiration dates of the expiring policies. In the case of valuable papers insurance, original policies, not certificates, must be deposited

Section 13.3 Riders providing substantially as follows shall be made a part of the insurance policies described above in this Agreement:

- 1. The insurance company agrees that it will give a thirty (30) day prior written notice of any material change in or cancellation of any of the coverage shown in this certificate;
- 2. Notice of accident shall be given by Consultant to the insurance company as required under the terms of this policy, or notice of claim shall be given by City to the insurance company as required under

the terms of the policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;

- 3. The presence of representatives of City or other authorized persons on the Project site shall not invalidate this policy;
- 4. Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate this policy; and
- 5. City is named and recognized as additional insured to the required general liability, automobile liability and umbrella liability policies.

Section 13.4 The insurance policies described above in this Agreement shall be kept in force for the periods specified below:

- 1. Comprehensive general liability insurance shall be kept in force until formal written acceptance of the work by Consultant and City;
- 2. Valuable papers insurance shall be kept in force until formal written acceptance by Consultant and City;
- 3. Workers' compensation and employers liability insurance shall be kept in force until formal written acceptance of the work by Consultant and City; and
- 4. Consultant's professional liability insurance shall be kept in force for two (2) years after final payment for construction.

ARTICLE XIV NOTICES

Section 14.1 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

To City: City of Elko 1751 College Avenue Elko, Nevada 89801 To Consultant:

ZGA Architects and Planners, Chartered 408 E. Parkcenter Blvd. Suite # 105 Boise, ID 83706

And when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

ZGA Architects & Planners, Chartered 408 E. Parkcenter Blvd. Suite 205 Boise, ID 83706

Unless otherwise informed on the face of the invoice.

ARTICLE XV OWNERSHIP OF DOCUMENTS

Section 15.1 All drawings, plans, specifications and other documents prepared by Consultant in connection with the Project are prepared as "work for hire," as the phrase is defined in Section 101 of Title 17 of the United States Code, and all title, ownership and copyright privileges are and shall at all times belong to the City. City will not use any such drawings, plans, specifications or other documents for any other project to be or proposed to be constructed on any property which lies beyond the boundaries of the site.

Section 15.2 Consultant agrees, when requested by City, to immediately execute any reasonable documents, which documents shall evidence and acknowledge the ownership of all drawings, plans, specifications and other documents in City.

ARTICLE XVI PROFESSIONAL CONSULTING SERVICES

Section 16.1 Consultant shall not engage any engineers and other consultants without the prior approval of City. Consultant shall be responsible for the performance of the work of all engineers and consultants engaged by him.

This shall include the maintenance of schedules, coordination of their work and resolution of all difference between them. Consultant shall pay to any engineers employed to design any part of the Project fees commensurate with the professional services rendered by such engineers. It is understood that all engineers and other consultants engaged by consultant are independent contractors to Consultant and not to City and Consultant alone is responsible for their work.

ARTICLE XVII PATENTED AND/OR PROPRIETARY ITEMS

Section 17.1 Consultant shall not, without the prior written approval of City, specify for the Project or necessarily imply the required use of, any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

ARTICLE XVIII MONIES WITHHELD

Section 18.1 When City has reasonable grounds for believing that Consultant will be unable to perform this Agreement fully and satisfactorily within the mutually agreed time limit fixed for performance, then City may withhold payment of any amount otherwise due and payable to Consultant under this Agreement. Any amount so withheld may be retained by City for any period as it may deem advisable to protect City against any loss.

Section 18.2 This Section is intended solely for the benefit of City, and no person will have any claim against City by reason of City's failure or refusal to withhold monies. No interest will be payable by City on any amounts withheld under this Section. This Section is not intended to limit or in any way prejudice any other right of City.

ARTICLE XIX ACCEPTANCE OF FINAL PAYMENT

Section 19.1 The acceptance by Consultant, its successors or assigns, of any payment made under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release of City from any and all claims, demands and causes of action which Consultant, its successors or assigns have or may have against City under the provisions of this Agreement. Before final payment is made the Consultant shall submit applicable work products to City for approval. Submit one hard copy set and one electronic copy in AutoCad .dwg format using NAD 83 Nevada East Zone 2701 Ground Coordinate System.

ARTICLE XX LIABILITY

Section 20.1 Any claim made by Consultant arising out of any act or omission by any officer, agent or employee of City, in the execution or performance of this Agreement will be made against City and not against the officer, agent or employee.

Section 20.2 Consultant shall require each consultant to agree in its individual contract with Consultant not to make any claim against City, its agents or employees by reason of that contract.

Section 20.3 Nothing in this Agreement shall be construed to give any person, other than City and Consultant, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

ARTICLE XXI ADDITIONAL PROVISIONS

Section 21.1 This Agreement shall constitute the sole understanding of the parties and supersedes all prior negotiations, statements, instructions, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Consultant.

Section 21.2 This Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be Elko County, Nevada.

Section 21.3 The Section headings are for convenience and reference only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

Section 21.4 <u>Waiver of Jury Trial</u>. The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Agreement, any dealings between the parties relating to the subject matter hereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 21.5 <u>Attorney's Fees</u>. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be entitled to, reasonable attorney's fees and court costs.

Section 21.6 <u>Successors and Assigns</u>. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

Section 21.7 <u>Time</u>. Time is of the essence of this Agreement. In the event that any date specified in this Agreements falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

Section 21.8 The Consultant must obtain a City of Elko Business License.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Ву READ Title: VICE

CITY OF ELKO, a Special Charter Municipal Corporation of the State of Nevada

Ву: _____

Title:

ATTEST:

SHANELL OWEN, City Clerk

Agenda Item III.G.

Elko City Council Agenda Action Sheet

- 1. Title: Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2018, pursuant to NRS 354.624, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **5 Minutes**
- 5. Background Information: Each year the City is required to designate an independent auditor prior to March 31 of the year in which the audit is to be conducted. The City put out Requests for Proposals for auditing services for a period of five years on March 2016, and awarded the RFP to HintonBurdick, PLLC. JJ
- 6. Budget Information:

Appropriation Required: **\$54,000.00** Budget amount available: **\$54,000.00** Fund name: **General Fund**

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: NRS 354.624
- 9. Recommended Motion: Approve HintonBurdick, PLLC as the City of Elko's independent auditors for the fiscal year ending June 30, 2018 in an amount not to exceed \$54,000.
- 10. Prepared By: Jonnye Jund, Administrative Services Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Michael K. Spilker, Hinton Burdick, PLLC Email: <u>mspilker@hintonburdick.com</u>

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of a Funds Transfer from the Revenue Stabilization Fund to the General Fund for FY18. The Revenue Stabilization Fund Balance exceeds the limitations as set forth in NRS 345.6115, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **5 Minutes**
- 5. Background Information: The City allocates a portion of the excess General Fund balance to three funds at the beginning of each year as follows:
 - A) Twenty five percent (25%) to a Revenue Stabilization Fund, established pursuant to Nevada Revised Statutes section 354.6115, up to the maximum amount allowed.
 - B) Thirty seven and five-tenths percent (37.5%) to a Capital Equipment Reserve Fund.
 - C.) Thirty seven and five-tenths percent (37.5%) to a Facility Reserve Fund.

The balance in the Revenue Stabilization Fund must not exceed 10 percent of the expenditures from the General Fund for the previous fiscal year, excluding any federal funds expended by the local government. We are in a situation where the fund balance exceeds the limitation by \$48,321.60. We would recommend that the excess funds be transferred to the Street Department to pay expenses incurred by the local government to mitigate the effects of the natural disaster last year. Significant asphalt work is still required to complete our projects as defined by FEMA. These projects were not budgeted in FY18. JJ

6. Budget Information:

Appropriation Required: **\$47,321.60** Budget amount available: **NA** Fund name: **General Fund – Streets Department**

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: NA

- 9. Recommended Motion: Recommend the transfer of excess revenue stabilization funds to the general fund for street repairs.
- 10. Prepared By: Jonnye Jund, Administrative Services Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution: Michael Spilker, Hinton Burdick mspilker@hintonburdick.com

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible ratification of an Airport Improvement Project AIP 49 Grant Application, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **5 Minutes**
- 5. Background Information: FAA Grant Application 49 includes upgrading the airport perimeter fence and electrical vault. The security fence upgrade will bring the entire perimeter fence into conformance with advisory circulars, and TSA Guidelines. The current electrical vault is housed in a wood structure. The upgrade would build a flame retardant structure, replace all constant current regulators, and associated connections.

Due to application date requirements set by the FAA for 2018, Staff had to submit an application to the FAA by January 31, 2018. JF

6. Budget Information:

Appropriation Required: \$3,037,500.00 Budget amount available: \$202,500.00 Fund name: Airport Enterprise Fund

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: FAA AIP Grant Application 49
- 9. Recommended Motion: Ratification of FAA Grant Application 3-32-0005-049-2018
- 10. Prepared By: Jim Foster, Airport Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution: Kirk Nielsen, P.E Program Manager, Jviation, Inc. Kirk.Nielsen@jviation.com

		Expiration Date: 08/31/2016					
Application for Federal Assistan	ce SF-424						
* 1. Type of Submission	* 2. Type of Application * If Revision, select appropriate letter(s):						
Preapplication	- Select One -						
Application	Continuation * Other (Specify)						
Changed/Corrected Application	🔲 Revision						
* 3. Date Received:	4. Application Ide EKO (Elko Regio						
5a. Federal Entity Identifier:	• (5b. Federal Award Identifier:					
	A	IP Project No. 3-32-0005-049-2018					
State Use Only:							
6. Date Received by State:	7.	State Application Identifier:					
8. APPLICANT INFORMATION:							
* a. Legal Name: Elko Regional Airpo							
* b. Employer/Taxpayer Identification	Number (EIN/TIN):	*c. Organizational DUNS:					
88-6000190		124562690					
* Street1: 975 Terminal Way Street 2:							
* City: Elko							
County: Elko County							
* State: Nevada							
Province:							
Country: USA		*Zip/ Postal Code: 89801					
e. Organizational Unit:							
Department Name:		Division Name:					
Elko Regional Airport		Elko Regional Airport					
f. Name and contact information of	person to be contact	ted on matters involving this application:					
Prefix: Mr.		Name: Jim					
Middle Name:							
* Last Name: Foster							
Suffix:							
Title: Airport Manager							
Organizational Affiliation:							
Elko Regional Airport							
* Telephone Number: (775) 777-7190 Fax Number: (775) 777-7359							
* Email: jfoster@elkocitynv.gov							
lingter Beworkhin 201							

OMB Number: 4040-0004

OMB Number: 4040-0004 Expiration Date: 08/31/2016

Application for Federal Assistance SF-424	
*9. Type of Applicant 1: Select Applicant Type:	
C. City or Township Government	
l Type of Applicant 2: Select Applicant Type:	
- Select One -	
Type of Applicant 3: Select Applicant Type:	
- Select One -	
* 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	<u></u>
Title:	
13. Competition Identification Number: Not Applicable	
Title:	
14. Areas Affected by Project (Cities, Counties, States, etc.):	
City of Elko, Elko County, Nevada	
* 15. Descriptive Title of Applicant's Project:	· · · · · · · · · · · · · · · · · · ·
Schedule 1 - Security Fencing and Access Gates Installation	
Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements	
Attach supporting documents as specified in agency instructions.	

OMB Number: 4040-0004 Expiration Date: 08/31/2016

×.

Children and the second se							
Application for Federal Assistance SF-424							
16. Congressional Di	stricts Of:						
*a. Applicant: NV 002		*b	. Program/Project: N	V 002			
Attach an additional list of Program/Project Congressional Districts if needed.							
	••••••••••••••••••••••••••••••••••••••						
17. Proposed Project							
a. Start Date: 01/01/2	2018	ď	. End Date: 12/31/2	018			
18. Estimated Fundin	ig (\$):						
*a. Federal	3,037,500.00						
*b. Applicant	202,500.00						
*c. State							
*d. Local							
*e. Other							
*f. Program Income							
*g. TOTAL	3,240,000.00	· · · · · · · · · · · · · · · · · · ·					
*19. Is Application St	ibject to Review By State L	Under Executive Order	12372 Process?				
a. This application	was made available to the S	State under the Executive	e Order 12372 Proce	ess for review on			
📕 b. Program is subj	ect to E.O. 12372 but has no	ot been selected by the S	itale for review.				
🔲 c. Program is not o	covered by E.O. 12372						
*20. Is the Applicant	Delinquent On Any Federa	Debt? (If "Yes", prov	ide explanation on	next page.)			
🗆 Yes 🔳	•	,	····				
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 Represer	ntative:						
Prefix: Mr.							
Middle Name:							
*Last Name: Calder							
Suffix:			· .				
*Title: Elko City Mana	ger			· · ·			
*Telephone Number:	lephone Number: (775) 777-7710 Fax Number: (775) 777-7119			5) 777-7119			
* Email: ccalder@elk	pcitynv.gov						
*Signature of Authoriz	ed Representative:			*Date Signed:			
1/2	Lahh			1/31/18			
	mov	· · · · · · · · · · · · · · · · · · ·		1121110			

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

-NONE-



U.S. Department of Transportation Federal Aviation Administration

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)?			□ No			
Item 2. Can Sponsor commence the work iden grant is made or within six months after	tified in the application in the fiscal year the r the grant is made, whichever is later?	🔀 Yes	No	□ N/A		
Item 3. Are there any foreseeable events that v provide attachment to this form that lists	would delay completion of the project? If yes, s the events.	🗌 Yes	No	□ N/A		
Item 4. Will the project(s) covered by this reque environment that require mitigating mea mitigating measures to this application a environmental document(s).	asures? If yes, attach a summary listing of	🗌 Yes	X No	□ 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.			No	□ N/A		
The project is included in an approx	ved PFC application.					
If included in an approved PFC application,						
does the application <i>only</i> address AIP matching share?						
The project is included in another Federal Assistance program. Its CFDA number is below.						
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?			X No	□ N/A		
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:						
De Minimis rate of 10% as per	mitted by 2 CFR § 200.414.					
Negotiated Rate equal to on	% as approved by (Date) (2 CFR part 200, appendix VII).	(the	(the Cognizant Agency)			
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.						

FAA Form 5100-100 (3/16) SUPERSEDES PREVIOUS EDITION

OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 4/30/2017

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.

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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:

The 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 local plans.

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.

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.

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.

Item 7 is Not Applicable.

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 and 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.

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OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 4/30/2017

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":

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.

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PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106

2. Functional or Other Breakout:

SECTION B – CALCU	LATION 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			112,500
5. Other Architectural engineering fees			0
6. Project inspection fees			412,500
7. Land development			0
8. Relocation Expenses			0
9. Retocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			2,710,000
12. Equipment			0
13. Miscellaneous			0
14. Subtotal (Lines 1 through 13)			\$ 3,240,000
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			3,240,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 3,240,000
19. Federal Share requested of Line 18			3,037,500
20. Grantee share			202,500
21. Other shares			D
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 3,240,000

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	SECTION C - EXCLUSIONS	
	23. Classification (Description of non-participating work)	Amount Ineligible for Participation
8.		
b.		
C.		
d.		
e.		
f.		
g.	T	otal

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	202,500
d. Bonds	
e, Tax Levies	
f. Non-Cash	
g. Olher (Explain): PFC Funds	0
h. TOTAL - Grantee share	\$ 202,500
25. Other Shares	Amount
a. Stale	0
b. Other	
c. TOTAL - Other Shares	\$0
26. TOTAL NON-FEDERAL FINANCING	\$ 202,500

SECTION E – REMARKS (Attach sheets if additional space is required)	
 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 Exhibit "A" Property Map Plans and Specifications 	

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OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 4/30/2017

PART IV – PROGRAM NARRATIVE (Suggested Format)

PROJECT: Security Fencing and Access Gates Installation
AIRPORT: Elko Regional Airport
1. Objective:
The purpose of this project is to: 1) install 8-foot chain link fencing with barb arms around perimeter of airport connecting with existing fencing at various locations on the airport; 2) install wildlife deterrent fence skirt at strategic locations; 3) install 5 new automatic opening gates with security controls; 4) install 17 manually-operated gates; 5) install airfield lighting vault; and 6) install various electrical improvements.
2. Benefits Anticipated:
This project will improve the Airport's security by providing a complete enclosure of the airport with an 8-foot security fence and gates. In addition, there will be a wildlife deterrent fence skirt installed at strategic locations around the perimeter of the airport security fencing to help eliminate the intrusion of burrowing animals. The new gates will be kept locked and used by authorized persons providing additional security for the airport. The airfield lighting vault and other electrical improvements will upgrade equipment and improve placement, safety and efficiency.
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
FAA Form 5100-100 (3/16) SUPERSEDES PREVIOUS EDITION Page 7 of

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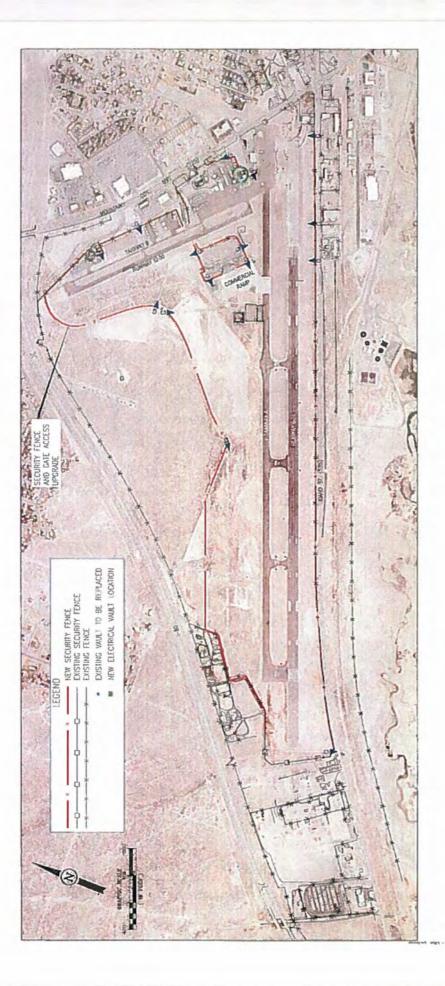
ELKO REGIONAL AIRPORT AIP No. 3-32-0005-049-2018 Cost Estimate January 16, 2018

TOTAL		JNIT PRICE	U	QTY	UNIT	ITEM DESCRIPTION	ITEM
						MOBILIZATION	GP-105
152,550.	\$	152,550.00	\$	1	LS	MOBILIZATION/DEMOBILIZATION	GP-105a
**	-					CLEARING AND GRUBBING	P-151
86,000.	\$	5.00	5	17,200	LF	REMOVE EXISTING FENCE LINE	P-151a
14,000.	5	2,000.00	5	7	EA	REMOVE EXISTING AUTOMATIC GATE	P-151b
14,000.	5	1,000.00	5	14	EA	REMOVE EXISTING MANUAL GATE	P-151c
66,150.	5	4.50	5	14,700	LF	REMOVE AND REINSTALL FIBER OPTIC CABLE	P-151d
		1.1.1	-			EXCAVATION, SUBGRADE AND EMBANKMENT	P-152
7,500.	5	7,500.00	\$	1	LS	RELOCATE MILLINGS PILE	P-152a
	-					CHAIN-LINK FENCE	F-162
857,500.	5	35.00	5	24,500	LF	B-FOOT CHAIN-LINK FENCE	F-162a
2,200.	5	2.200.00	5	1	EA	16-FOOT SINGLE SWING GATE	F-162b
15,000.	5	2,500.00	5	6	EA	20-FOOT DOUBLE SWING GATE	F-162c
9,300.	5	3,100.00	5	3	EA	24-FOOT DOUBLE SWING GATE	F-162d
3,400,	5	3,400.00	5	1	EA	25-FOOT DOUBLE SWING GATE	F-162e
5,000.	\$	5,000.00	5	1	EA	40-FOOT DOUBLE SWING GATE	F-162f
4,000.	\$	2,000.00	5	2	EA	SELF CLOSING SECURITY WALK GATE	F-162g
1,200.	5	600.00	5	2	EA	WALKGATE	F-162h
60,000.	5	60,000.00	5	1	LS	TEMPORARY CHAIN LINK SECURITY FENCE	F-162i
						WILDLIFE DETERRENT FENCE	F-163
108,000.	5	12.00	5	9,000	LF	WILDLIFE DETERRENT FENCE	F-163a
18.000.	5	3,000.00	5	6	EA	CONCRETE PAD AT GATE	F-163b
				-		VERTICAL PIVOT GATE	F-165
120,000,	5	60,000.00	5	2	EA	24-FOOT DOUBLE VERTICAL PIVOT GATE	F-165a
120,000.	5	40,000.00	5	3	EA	16-FOOT SINGLE VERTICAL PIVOT GATE	F-165b
						PIPE FOR STORM DRAINS AND CULVERTS	D-701
1.200.	\$	1,200.00	\$	1	LS	TRASH RACK	D-701a
						SEEDING	T-901
21,000,	5	3,500.00	5	6	AC	SEEDING WITH HYDROMULCH	T-901a
1,686,000.0	\$	truction Cost:	Const			a share and the second	21
168,600.0		Contingency:				the second s	
1,854,600,0	S	truction Cost:	Const	Access Gates	Security Fencing &	Total	12
277,430.0	-	Management:	_		1000	and the second	-
5,000.0	\$	strative Costs:	minis	Ad	11	and the second s	101



ELKO REGIONAL AIRPORT AIP No. 3-32-0005-049-2018 Cost Estimate January 16, 2018

ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL
	MOBILIZATION	LS	1	\$ 34,800.00	\$	34,800.00
	INSTALL AIRFIELD LIGHTING VAULT	LS	1	\$ 530,000.00	\$	530,000.00
	VARIOUS ELECTRICAL IMPROVEMENTS	LS	1	\$ 132,700.00	5	132,700.00
1	The second state of the second state of the	A STATE OF STATE OF STATE	Same all an	Construction Cost:	S	697,500.00
1215-20		Colling of the State	1012	10% Contingency:	\$	77,500.00
1152.754	Total	Vault and Electrical In	mprovements	Construction Cost	5	775,000.00
	the second second second second second second	1 A DE VALEN	D	esign Engineering:	\$	112,500.00
27,5342	Contraction of the second s	Sector Street	Constru	ction Management	\$	112,500.00
11502		CARGE CONTRACTOR	TOTALC	OST - SCHEDULE 2:	5	1,000,000.00



STANDARD DOT TITLE VI ASSURANCES

<u>Elko Citv</u> (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 <u>et seq.</u>) 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.

Page 1 of 2

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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.

1/31/18 DATED

Elko City (Sponsor)

(Signature of Authorized Official)

Page 2 of 2

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. <u>Compliance with Regulations</u>. 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. <u>Nondiscrimination</u>. 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. <u>Solicitations for Subcontracts. Including Procurements of Materials and Equipment</u>. 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. <u>Information and Reports</u>. 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. <u>Sanctions for Noncompliance</u>. 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. <u>Incorporation of Provisions</u>. 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 bull 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

LOCATION: Elko, Nevada

AIP PROJECT NO.: 3-32-0005-049-2018

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 <u>Elko Regional Airport</u>.
- b. <u>THE DEVELOPMENT PROPOSED IN THIS PROJECT</u> 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. <u>FBO COORDINATION</u>: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing <u>Elko Regional Airport</u>, and they have been informed regarding the scope and nature of this project.
- d. <u>THE PROPOSED PROJECT IS CONSISTENT</u> with existing approved plans for the area surrounding the airport.

1/31/18

DATE:

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

BY:

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 subrecipents 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 \$10,000 for each such failure.

Signed	Sponsor's Authorized Representative
Title	Curtis Calder, City Manager

	TITLE VI PRE-AWARD SPONSOR CHECKLIST
Airport/Sponso	er: Elko Regional Airport
AIP #:	3-32-0005-049-2018
Project Descrip	Schedule 1 - Security Fencing and Access Gates Installation Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements
and the con community	cribe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) aclusions made; EIS data concerning the race, color, or national origin of the affected ; steps taken or proposed to guard against unnecessary impact on persons on the basis of or national origin.
sponsor. I	any airport related Title VI lawsuits or complaints filed in the preceding year against the nclude a summary of the findings. f "None", continue with questions 3 and 4).
	any current applications for federal funding (other than FAA) of airport related projects which amount for this grant.
	any airport related Title VI compliance review(s) received by the sponsor in the preceding two ude who conducted the review and any findings of noncompliance.
Paulau comple	To be completed by the Civil Rights Staff
Keview Comple	Signature
Date:	
Statement (EIS) to access or pre ethnic populatio	
Return to: FAA, 227-1009 Phone	Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) (425) 227-2009

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport

 Project Number:
 AI.P. No. 3-32-0005-049-2018

 Description of Work:
 Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

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 the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

 A statement has been or will be published 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.

Yes No N/A

- 2. An ongoing drug-free awareness program has been er-will be established 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
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes No N/A

 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.

Yes No NA

Drug-Free Workplace - April 2015

- 4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
 - a. Abide by the terms of the statement
 - 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. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

Yes No N/A

- 6. One of the following actions 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
 - Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program 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 to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: Elko Regional Airport Address: 975 Terminal Way, Elko, Nevada 89801

Location 2 (if applicable) Name of Location: Address:

Location 3 (if applicable) Name of Location: Address:

Additional documentation for any above item marked "no": N/A

Drug-Free Workplace - April 2015

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.

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Executed on this 31 day of January 2018

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative:

Drug-Free Workplace - April 2015

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor:	Elko City
Airport:	Elko Regional Airport
Project Number:	Al.P. No. 3-32-0005-049-2018
Description of Work:	Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- 1. The employee, officer or agent,
- 2. Any member of his immediate family,
- 3. His or her partner, or
- 4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

 By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

🛛 Yes 🗌 No

Conflicts of Interest April 2015

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

🖾 Yes 🗌 No

3. Explanation of items marked "no": N/A

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.

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 _31st day of _January _____

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative:

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Conflicts of Interest April 2015

Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor:	Elko City
Airport:	Elko Regional Airport
Project Number:	Al.P. No. 3-32-0005-049-2018
Description of Work:	Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

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 Alrport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

 Solicitations were er will be made to ensure fair and open competition from a wide area of interest.

Yes No N/A

 Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.

Yes No N/A

 A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.

Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was er will be obtained from the Federal Aviation Administration (FAA).

Selection of Consultants - April 2015

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 The consultant services contracts elearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.

 Mandatory contract provisions for grant-assisted contracts have been or will be included in consultant services contracts.

Yes No N/A

 The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not-or will not be used.

Yes No N/A

If the services being procured cover more than the single grant project referenced in this
certification, the scope of work was or will be specifically described in the advertisement, and
future work will not be initiated beyond five years.

Yes No N/A

Additional documentation for any above item marked "no": N/A

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 31st day of January 2018

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

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Signature of Sponsor's Designated Official Representative:

Selection of Consultants – April 2015

Page 2

Project Plans and Specifications Airport Improvement Program Sponsor Certification

Sponsor:	Elko City
Airport:	Elko Regional Airport
Project Number:	AI.P. No. 3-32-0005-049-2018
Description of Work:	Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

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 design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

 The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).

Yes No N/A

 Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

Yes No N/A

 The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.

Yes No N/A

 Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.

1

Yes No N/A

Project Plans and Specification - April 2015

 The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or-will be included in the project specifications.

 If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.

Yes No N/A

7. The plans and specifications inserperate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.

 For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.

Yes No N/A

9. 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.

Yes No N/A

10. The design of all buildings has complied or will comply with the seismic design requirements of 49 CFR § 41.120.

Attach Additional documentation for any above item marked "no": N/A

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 31st day of January

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative:

Project Plans and Specification - April 2015

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:	Elko City
Airport:	Elko Regional Airport
Project Number:	AI.P. No. 3-32-0005-049-2018
Description of Work:	Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

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 procurements conform to these federal standards.

This certification applies to all equipment 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.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

 A written code or standard of conduct conforming to 2 CFR § 200.319 is er will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.

Yes No N/A

 For all contracts, qualified and competent personnel are er will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

Yes No N/A

Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program
on file with the FAA have included or will include clauses required from Title VI of the Civil Rights
Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and
subcontracts

Yes No N/A

- 4. Sponsor procurement actions using the competitive sealed bid method 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
 - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

- 5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
 - a. Written request to use competitive proposal procurement method
 - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.

Yes No N/A

6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project.

Yes No N/A

- 7. All construction and equipment installation contracts centain or will contain provisions for:
 - a. Access to Records
 - b. Buy American Preferences
 - c. Civil Rights (General Provisions and Title VI Assurances)
 - d. Federal Fair Labor Standards
 - e. Occupational Safety and Health Act requirements
 - f. Seismic Safety (applies only to projects that include buildings)
 - g. State Energy Conservation Requirements (as applicable)
 - h. U.S. Trade Restriction
 - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
 - Yes No N/A

- All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
 - a. Davis-Bacon and Related Acts
 - b. Copeland "Anti-Kickback" Act

Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving.

Yes No N/A

- 10. 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. All Contracts Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
 - d. All Contracts Provisions that address termination for cause and termination for convenience.

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been-or-will be-made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

- 12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) 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%
 - 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. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J)
 - All contracts Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract
 - 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

- 13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid
 - b. The contract is to be awarded to other than the lowest responsible bidder
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder
 - d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no": N/A

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 31st day of January 2018

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative:

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor:	Elko City
Airport:	Elko Regional Airport
Project Number:	AI.P. No. 3-32-0005-049-2018
Description of Work:	Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

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. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

 The personnel engaged in project administration, engineering supervision, construction inspection and testing were er will be determined to be qualified as well as competent to perform the work.

Yes No N/A

- Daily construction records were-or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required

Yes No N/A

Construction Project Final Acceptance - April 2015

- 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.
 Yes No NA
- Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).

Yes No N/A

5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.

Yes No N/A

 For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.

- 7. Payments to the contractor were er will be made in compliance with contract provisions as follows:
 - a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.

Yes No N/A

8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.

Yes No N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.

10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.

Yes No N/A

11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been-or-will be submitted to the FAA.

⊠Yes □No □N/A

12. Applicable close out financial reports have been or will be submitted to the FAA.

Yes No N/A

Construction Project Final Acceptance - April 2015

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

Yes No N/A

Additional documentation for any above item marked "no": N/A

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.

uto 11

Executed on this 31st day of January 2018

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative: _

Construction Project Final Acceptance - April 2015

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor:	Elko City
Airport:	Elko Regional Airport
Project Number:	AI.P. No. 3-32-0005-049-2018
Description of Work:	Schedule 1 - Security Fencing and Access Gates Installation & Schedule 2 - Install Airfield Lighting Vault and Various Electrical Improvements

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 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

 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.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes No N/A

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.

1

Yes No N/A

Real Property Acquisition

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (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, 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
 - 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:
 - Valuation data to estimate the current market value for the property interest acquired on each parcel
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections

Yes No N/A

 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 XN/A

- 10. Effort was or will be made to acquire each property through the following negotiation procedures:
 - a. No coercive action to induce agreement
 - b. Supporting documents for settlements included in the project files

Yes No XN/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
 - b. Supporting documents for awards included in the project files

Yes No N/A

Real Property Acquisition

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 XI/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

Additional documentation for any above item marked "no": N/A

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 31st day of January _____ 2018

Name of Sponsor: Elko City

Name of Sponsor's Designated Official Representative: Curtis Calder

Title of Sponsor's Designated Official Representative: City Manager

Signature of Sponsor's Designated Official Representative:

Real Property Acquisition



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

Updated: 1/24/2017

View the most current versions of the	hese ACs and any associated changes at:
http://www.faa.gov/airports	/resources/advisory circulars and
http://www.faa.gov/regulat	tions policies/advisory circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
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	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
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects Updated 1/24/2017 ARP Page 1 of 5

NUMBER	TITLE
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
150/5220-16D	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
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
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	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

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

NUMBER	TITLE
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 Ald Facilities
150/5340-30H	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
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	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 Glidestope 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
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With DIsabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying 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
150/5395-1A	Seaplane Bases

FAA Advisory Circulars Required for Use In AIP Funded and PFC Approved Projects Page 4 of 5

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY Updated: 1/24/2017

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

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

Updated 1/24/2017 ARP



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.

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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, <u>et seq.</u>²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- 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.⁴
- I. 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.

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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
- 1. 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.

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- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- 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.
- 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.

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- 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.

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- 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 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 noncompliance 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.

Airport Sponsor Assurances 3/2014

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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,

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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,

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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

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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
- 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 nonsignatory 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.

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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:
 - 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

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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

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- 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
 - 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

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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.

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- 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 <u>(Elko Citv)</u>, 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.
 - It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federallyassisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination 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

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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

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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 <u>01-24-2017</u> (the latest approved version as of this grant offer) and included in this grant, and in accordance

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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.

Agenda Item III.J.

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible award of a bid or reject all bids for the Sports Complex Project, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **15 minutes**
- 5. Background Information: The Council authorized Staff to bid the Sports Complex Project at its November 14, 2017 meeting. Staff revised the project to reduce the scope of the project in an attempt to ensure adequate funding for a base bid. The based bid was structured to preserve the following basic components of the project:
 - Site grading
 - Wetland construction
 - Utility installation
 - Three playing fields
 - Plaza Development
 - Parking Lot Development
 - Sound wall construction
 - Area landscaping adjacent to the sound wall and Errecart Blvd.

Field lighting installation was addressed as additive alternates 1 & 2 with the lights to be owner provided.

Bids were received until 3:00 p.m. on January 29, 2018. Three bids were received. All bids are well above the budget available for the project. Two of the bidders were deemed response but ineligible for preferential status with the omission of the required affidavit. The third bidder was deemed unresponsive with the omission of the qualification information required under Constructed Wetlands Section 32.7100 (1.3)(E)(1) and (2) and Sports Field Irrigation Section 328425.10 (1.3)(B)(1) and (2). The apparent lowest responsive bidder is Granite Construction, with a total for the base bid of \$12,035,035.00. There was one minor error on the total amount for bid item 47 presented as \$29,000 vs, the calculated result of \$29,400. The base bid amount is reflective of the \$29,400. Staff does not recommend an award without consideration of additive alternates 1 and 2. Consideration of additive alternates 1 and 2 would bring the total award for consideration to \$12,302,035.00. A complete bid tabulation is provided in your packet.

If this project is awarded, there are additional expenses, outside of this contract, in the amount of \$337, 871.00 to cover the costs for NV Energy, QA/QC testing, 404 permit management, and historical preservation management. This cost does not include either purchase or lease of field lights. SW

Agenda Item III.J.

6. Budget Information:

Appropriation Required: **\$12,302,035.00** Budget amount available: **\$8,785,735.00 (includes \$1,050,000 conditional)** Fund name: **Recreation**

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: A complete Bid Tabulation
- 9. Recommended Motion: **Reject all bids**
- 10. Prepared by: Scott Wilkinson, Assistant City Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

CITY OF ELKO BID TABULATION FOR Sports Complex 2017-2018

DRESS DRESS TY, STA HONE						PO Bo	e Construction x 2042 NV 89803		PO B	Basin Engineering Contractors ox 396 NV 89801		Road & Highway Builders 96 Glen Canyon Circle Suite # 106 Sparks, NV 89431
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
		CLEARING EARTHWORK										
1	33701200	Mobilization @Per Lump Sum	1	LS	\$845,562.75	\$	845,562.75	\$103,671.26	\$	103,671.26	\$1,105,849.00	\$ 1,105,849.0
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	\$200,000.00	s	200,000.00	\$108,520.94	s	108,520.94	\$50,000.00	\$ 50,000.0
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	\$2,700.00	\$	165,024.00	\$8,641.27	\$	528,154.42	\$500.00	\$ 30,560.0
4	21 2216	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	\$4,200.00	5	256,704.00	\$6,494.87	\$	396,966.45	\$1,500.00	\$ 91,680.0
5	31.2316	Topsoil Placement Includes placement of 6" of topsoil to all planted areas includes 6" topsoil placement on wetland / restoration area @ per Cubic Yard.	16,671	Cubic Yards	\$9.50	\$	158,374.50	\$6.64	\$	110,695.44	\$22.00	\$ 366,762.0
6	303	Excavation and Rough Grading Includes wetland & restoration cut (approx. 40,000 yards) Includes stockpile of excess fill material (approx. 20,000 yards) @	136,000	Cubic Yards	\$8.50	\$	1,156,000.00	\$8.92	\$	1,213,120.00	\$20.00	\$ 2,720,000.0
		per Cubic Yards										

ELECTRICAL UTILITIES

7	1.1.1.1.1.1.1	Electrical Service Connection, Include transformer and concrete pad. @ per Lump Sum.	1	LS	\$130,000.00	s	130,000.00	\$157,089.05	\$	157,089.05	\$50,000.00 \$	50,000.00
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AME DDRESS ITY, STA HONE						PO B	ite Construction iox 2042 , NV 89803		PO B	Basin Engineering Contractors ox 396 NV 89801		96 Gla Suite	& Highway Builders en Canyon Circle # 106 s, NV 89431
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT
8	Section E	(P-2) Parking Lot Lighting, Includes pole base, conduit, conductor, junction box, Includes trenching, backfill, compaction @Per Each.	4	Each	\$6,000.00	\$	24,000.00	\$15,817.84	\$	63,271.36	\$7,000.00	s	28,000.0
9	Section E	(P-1) Parking Lot Lighting - Includes pole base, conduit, conductor, junction box Includes trenching, backfill, compaction @per Each.	7	Each	\$7,500.00	\$	52,500.00	\$9,460.56	\$	66,223.92	\$7,000.00	\$	49,000.
10	Section E	(R-1) Roadway Lighting Includes pole base, conduit, conductor, junction box includes trenching, backfill, compaction @per Each.	1	Each	\$6,400.00	s	6,400.00	\$8,316.30	\$	8,316.30	\$8,000.00	5	8,000.
11	Section E	(W-1) Walkway Lighting- Includes pole base, conduit, conductor, junction box, includes trenching, backfill, compaction @ per Each.	10	Each	\$8,900.00	\$	89,000.00	\$11,773.57	\$	117,735.70	\$2,000.00	s	20,000
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	\$5,300.00	5	21,200.00	\$7,185.46	ş	28,741.84	\$5,000.00	ş	20,000.
13	Section E	(W-1) Walkway Lighting (Pole Base Only) includes pole base, conduit, & pull string, junction box includes trenching, backfill, compaction @ per Each	4	Each	\$4,100.00	s	16,400.00	\$5,734.50	\$	22,938.00	\$2,000.00	\$	8,000.
14	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	\$22,264.11	\$	22,264.11	\$30,000.00	s	30,000.
15	Section E	Dugout Power (6 Dugouts) Includes receptacle, conduit, conductor junction box includes trenching, backfill, compaction @ per Lump Sum.	1	LS	\$16,200.00	ş	16,200.00	\$27,062.27	s	27,062.27	\$40,000.00	\$	40,000.
16	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	\$24,713.84	\$	24,713.84	\$10,000.00	\$	10,000

DDRES TTY, STA HONE						PO B	ite Construction ox 2042 NV 89803		PO B	Basin Engineering Contractors ox 396 NV 89801		96 G Suite	l & Highway Builders len Canyon Circle # 106 ks, NV 89431
Bid Item No.	<u>Item No.</u>	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	<u>Unit Price</u>		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT
17	Section E	Security Camera - Includes excavation, pole base and pole @ per Lump Sum.	1	LS	\$15,250.00	\$	15,250.00	\$20,186.18	\$	20,186.18	\$10,000.00	\$	10,000.00
18	Section E	Flagpole Lighting - Includes conduit, conductor, junction box includes trenching, backfill, compaction @per Each.	3	Each	\$2,100.00	\$	6,300.00	\$2,524.47	s	7,573.41	\$4,000.00	ş	12,000.00
19	Section E	Sports Lighting Components - Includes conduit, pull strings, junction boxes, no conductor. Includes trenching, backfill, and compaction @ per Each.	15	Each	\$3,100.00	\$	46,500.00	\$4,797.33	\$	71,959.95	\$2,000.00	s	30,000.00
		SITE CONCRETE /ASPHALT (EXCLUDING ROADS OR PARKING			1								
20	32.3213	Retaining Planter Wall (Center of complex) Includes subgrade excavation preparation and fine grading includes foundation, agg.base, reinforcing steel, and skate stoppers @ per Cubic Yard.	75	сY	\$750.00	\$	56,250.00	\$1,276.01	\$	95,700.75	\$2,000.00	s	150,000.00
21	Per Detail	Concrete Stairs, Cheek walls, Handrails includes subgrade excavation preparation and fine grading - Includes foundation, agg.base, reinforcing steel, and hand rail installation @per Cubic Yard.	16	сү	\$1,850.00	s	29,600.00	\$4,387.49	\$	70,199.84	\$600.00	s	9,600.00
22	312.0300	6" Concrete Flatwork - Includes subgrade excavation preparation and fine grading includes 4" type 2 agg. Base @Per Square Foot.	28,148	SF	\$11.00	\$	309,628.00	\$18.98	\$	534,249.04	\$3.00	s	84,444.00
23	312.0300	6" Colored Concrete Flatwork - Includes subgrade excavation preparation and fine grading Includes 4" type 2 agg.Base @ Per Square Foot.	23,220	SF	\$14.00	\$	325,080.00	\$20.91	\$	485,530.20	\$6.00	\$	139,320.00
24	312.0300	4" Concrete flatwork - Includes subgrade excavation preparation and fine grading Includes 4" type 2 agg. Base @ Per Square Foot.	6,867	SF	\$18.25	\$	125,322.75	\$14.49	\$	99,502.83	\$3.00	ş	20,601.00
25	Per Detail	Concrete mow curb 6"X6" at main entry includes subgrade excavation preparation and fine grading Includes, reinforcing steel and 4" type 2 agg. Base @ per Lineal Foot.	72	LF	\$36.00	\$	2,592.00	\$101.21	\$	7,287.12	\$30.00	s	2,160.00
26	Per Detail	6' Precast Concrete Fence - Includes grading, footings for posts and agg. Base @per Lineal Foot.	1,950	LF	\$265.00	\$	516,750.00	\$116.08	\$	226,356.00	\$70.00	\$	136,500.00

NAME ADDRESS CITY, STATE PHONE					Granite Construction PO Box 2042 Elko, NV 89803		Great Basin Engineering Contractors PO Box 396 Elko, NV 89801		Road & Highway Builders 96 Glen Canyon Circle Suite # 106 Sparks, NV 89431
Bid Item Item No. No.	Description of Work	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT

SITE FURNISHINGS / AMENITIES

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27	Per Detail	Removable Steele Bollards - Includes footing, sleeve, and agg. Base @ Per Each.	3	Each	\$1,800.00	\$	5,400.00	\$1,395.19	\$	4,185.57	\$4,000.00	\$	12,000.00
28	Per Detail	Permanent Steel Bollard - Includes footing, and agg.base @per Each.	1	Each	\$1,800.00	s	1,800.00	\$1,162.66	\$	1,162.66	\$3,000.00	\$	3,000.00
29	12.9400	Seating Area Shade Canopy - Includes engineered shop drawings Includes excavation, footings, and agg.base @per Each.	3	Each	\$29,000.00	\$	87,000.00	\$31,226.88	5	93,680.64	\$20,000.00	\$	60,000.00
30	Per Detail	Vehicle Swing Gates - Includes engineered shop drawings includes excavation, footings, and agg.base @per Each	1	Each	\$24,000.00	\$	24,000.00	\$17,229.74	\$	17,229.74	\$3,000.00	\$	3,000.00
31	Per Detail	8" CMU Dumpster Enclosure - Includes excavation, footing and agg base Includes steel doors, engineered shop drawing required for doors. @ per Lump Sum	1	LS	\$18,000.00	s	18,000.00	\$43,647.40	s	43,647.40	\$10,000.00	\$	10,000.00
32	Per Detail	40' Flag Pole & Paver Path to Pole - Includes concrete base and pad Includes integration of flagpole power and light fixtures in pad - Includes 4" type 2 agg. Base @ per Lump Sum.	1	LS	\$9,000.00	s	9,000.00	\$12,253.14	s	12,253.14	\$15,000.00	s	15,000.00

PLAYING FIELDS

33		Baseball Playing Field 325' (natural grass) Includes all materials and systems included in SR series sheets @ per Each.	2	Each	\$1,060,000.00	\$	2,120,000.00	\$1,362,082.88	\$ 2,724,165.76	\$1,200,000.00 \$	2,400,000.00
34	and the second sec	Baseball Playing Field 250' (natural grass) Includes all materials and systems included in SR series sheets @ per Each.	1	Each	\$800,000.00	s	800,000.00	\$899,587.35	\$ 899,587.35	\$800,000.00 \$	800,000.00
35	and the second sec	Scoreboard - Includes engineered shop drawings Includes excavation, footings, and agg.base @ per Each.	3	Each	\$22,000.00	s	66,000.00	\$25,674.36	\$ 77,023.08	\$30,000.00 \$	90,000.00
36	11.5215	Sports Equipment @ per Lump Sum.	1	Each	\$25,000.00	\$	25,000.00	\$20,812.63	\$ 20,812.63	\$30,000.00 \$	30,000.00

PLANTING AND MULCH (EXCLUDES PLAYING FIELDS)

AME DDRESS ITY, STA HONE						PO B	ite Construction ox 2042 NV 89803		PO B	Basin Engineering Contractors ox 396 NV 89801		96 G Suite	d & Highway Builders ilen Canyon Circle e # 106 rks, NV 89431
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT
37	32.9219	Lawn Area (excluding playing fields and central lawn area) Furnish and install hydro-mulch turf seed @ per Square Foot.	93,630	SF	\$0.35	\$	32,770.50	\$0.38	\$	35,579.40	\$0.20	\$	18,726.00
38	32.926	Native Area - Furnish and install border zone hydro- mulch seed @ per Acre.	3.88	Acres	\$15,000.00	s	58,200.00	\$15,927.90	\$	61,800.25	\$4,000.00	s	15,520.00
39	329113.16	Rock Mulch in Drain Channel: 3"-8" Cobble 8" Depth @per Cubic Yard.	150	сү	\$215.00	\$	32,250.00	\$138.73	\$	20,809.50	\$150.00	\$	22,500.00
40	Per Detail	Landscapes Boulders in Drain Channel: 1'x1' - 3'x3' Furnish and install boulders per detail/plans@ per each.	200	Each	\$165.00	\$	33,000.00	\$66.52	\$	13,304.00	\$200.00	\$	40,000.00
41	32.9260	Bottom of Detention Basins Furnish and install wetland hydro-mulch seed @ per Acre.	0.11	Acres	\$41,000.00	\$	4,510.00	\$2,817.73	\$	309.95	\$12,000.00	\$	1,320.00
		IRRIGATION (EXCLUDES PLAYING FIELDS)											
42	32.8423	Lawn area outside of playing fields (excludes lateral irrigation for central lawn area) Includes mainline, point of connection equipment, irrigation clock, communication wire, and associated equipment @ Per Square Foot.	93,630	SF	\$3.35	\$	313,660.50	\$3.78	\$	353,921.40	\$1.00	\$	93,630.0(
43	32.8423	Planted Beds (Drip Zones) Includes all equipment for non-turf drip zones @per Square Foot.	20,000	SF	\$3.10	\$	62,000.00	\$3.34	\$	66,800.00	\$2.00	s	40,000.00
44	32.8423	Native Area (Point Source Emitter Zones Only) Includes all areas receiving native border zone seed includes valves, pipe, emitters based on plant quantities and spacing @ per Each.	646	Each	\$147.00	s	94,962.00	\$159.21	ş	102,849.66	\$10.00	\$	6,460.00
45	32.8423	Water Source to Wetlands 2" PVC pipe and valve @ per Lineal Foot	700	LF	\$25.00	\$	17,500.00	\$60.24	\$	42,168.00	\$30.00	\$	21,000.00
46	Per Detail	Pump Station Includes engineered shop drawings by vendor Includes offloading and set station, tie in to water source, connection to power stub, start up and testing Includes concrete pad and cabinet as specified @ per Lump Sum.	1	LS	\$170,000.00	\$	170,000.00	\$204,007.49	\$	204,007.49	\$30,000.00	\$	30,000.00

AME DDRESS TY, STA HONE						PO Box	Construction 2042 V 89803	-	PO Box	Basin Engineering Contractors x 396 NV 89801		Road & High 96 Glen Cany Suite # 106 Sparks, NV 8	
Bid Item No.	<u>Item No.</u>	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price	TOT	AL AMOUNT
		WETLAND MITIGATION AND RESTORATION AREA											
47	32.9260	Wetland Seed Mix Hydro-mulch @per Acre.	4.9	Acres	\$6,000.00	\$	29,400.00	\$2,817.69	\$	13,806.68	\$4,000.00	\$	19,600.0
48	32,9260	Upland Seed Mix Hydro-mulch @per Acres	5.1	Acres	\$5,000.00	\$	25,500.00	\$2,511.30	\$	12,807.63	\$4,000.00	\$	20,400.0
49	32.9260	Transition Seed Mix Hydro-mulch @ per Acre.	1.5	Acres	\$5,300.00	\$	7,950.00	\$2,609.79	5	3,914.69	\$4,000.00	\$	6,000.0
50	32.9000	Deciduous Trees: 1" Caliper Furnish and install trees per plan and specification @ per Each.	141	Each	\$185.00	s	26,085.00	\$201.34	s	28,388.94	\$400.00	\$	56,400.0
51	32.9000	Shrubs: 1 Gallon - Furnish and install shrubs per plan and specification @per Each.	300	Each	\$85.00	\$	25,500.00	\$90.82	\$	27,246.00	\$300.00	\$	90,000.0
52	32.9000	Willow Whips - Furnish and install willow whips per plan and specification @ per Each	3900	Each	\$5.00	\$	19,500.00	\$5.36	\$	20,904.00	\$10.00	\$	39,000.0
53	32.9000	Sedge and Rush Seedlings - Furnish and install wetland seedlings per plan and specification @ per Each.	54,200	Each	\$5.00	ş	271,000.00	\$5.60	\$	303,520.00	\$2.00	\$	108,400.0

54	Section D	Comfort Station / Concessions @ Lump Sum.	1	LS		\$780,000.00	\$	780,000.00		\$818,388.70	\$	818,388.70		\$500,000.00 \$	\$ 500,000.00	-
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CIVIL WORK

55	1 301.0100	Sawcut Existing AC Errecart Access @ per Lineal Foot.	100	LF	\$14.00	\$	1,400.00	\$5.21	\$	521.00	\$10.00	\$	1,000.00
56	301-0200	Remove Existing AC - Errecart Access @ per Square Yard.	217	SY	\$22.00	s	4,774.00	\$17.21	\$	3,734.57	\$10.00	\$	2,170.00
57	308-0100	10" Aggregate Base: Future Road & Cul-De-Sac @per Square Yard.	2,740	SY	\$25.00	\$	68,500.00	\$11.73	\$	32,140.20	\$25.00	s	68,500.00
58	308-0210	6" Aggregate Base @per Square Yard.	12,000	SY	\$13.50	\$	162,000.00	\$8.70	s	104,400.00	\$16.00	ş	192,000.00
59	316-0100	Track Coat @per Square Yard	2,000	SY	\$1.75	\$	3,500.00	\$0.61	s	1,220.00	\$12.00	\$	24,000.00

AME DDRESS TY, STA HONE						PO B	ite Construction ox 2042 NV 89803		Great Basin Engineering Contractors PO Box 396 Elko, NV 89801		Road & Highway Builders 96 Glen Canyon Circle Suite # 106 Sparks, NV 89431	
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price		TOTAL AMOUNT
60	320-0100	Plant mix (AC3") @ per Square Yard	10,000	SY	\$29.00	5	290,000.00	\$27.36	\$ 273,600.00	\$28.00	\$	280,000.00
61	320-0110	Plant mix (AC 4") @ per Square Yard	2,000	SY	\$39.00	\$	78,000.00	\$36.34	\$ 72,680.00	\$35.00	\$	70,000.00
62	324-0100	Parking Lot & Road Striping and Markings @ per Lump Sum.	1	LS	\$10,000.00	s	10,000.00	\$10,164.48	\$ 10,164.48	\$20,000.00	\$	20,000.00
63	324-0200	Pavement Markings ADA access aisles @ per Lump Sum.	1	LS	\$500.00	\$	500.00	\$519.77	\$ 519.77	\$5,000.00	\$	5,000.00
64	332-0100	Traffic Control - Phase 1 @ per Lump Sum.	1	LS	\$7,500.00	\$	7,500.00	\$22,633.24	\$ 22,633.24	\$30,000.00	\$	30,000.00
65	332-0200	New Permanent Signs - per MUTCD (Stop & handicap signs)@ Per Square Foot.	80	SF	\$91.00	\$	7,280.00	\$96.65	\$ 7,732.00	\$150.00	\$	12,000.00
66	312-0100	Concrete Curb and Gutter Type 1 (includes 6" Type @ Agg Base) @ per Lineal Foot.	1,396	LF	\$50.00	\$	69,800.00	\$51.12	\$ 71,363.52	\$55.00	\$	76,780.00
67	312-0200	Concrete Median Curb (Includes 6" Ty 2 Base) @ per Lineal Foot.	1,300	LF	\$40.00	s	52,000.00	\$52.24	\$ 67,912.00	\$45.00	\$	58,500.00
68	312-0300	Concrete Sidewalk - 5' width (includes 4" Type 2 Ag Base) Access Rd. @per Square Yard.	310	SY	\$90.00	\$	27,900.00	\$158.49	\$ 49,131.90	\$60.00	\$	18,600.00
69	312-0400	Concrete Valley Gutter @per Square Yard.	110	SY	\$127.00	\$	13,970.00	\$180.06	\$ 19,806.60	\$30.00	\$	3,300.00
70	312-0500	ADA Ramp in Parking area Detail sheet C-27 w / Domes @per Square Yard.	60	SY	\$120.00	\$	7,200.00	\$226.55	\$ 13,593.00	\$150.00	\$	9,000.00
71	303-0100	Grading of 2' Depth Drainage Ditch @ per 100 Feet.	9	STA (100')	\$2,000.00	\$	18,000.00	\$1,016.82	\$ 9,151.38	\$700.00	\$	6,300.00
72	303-0200	Grading of 4' Depth Drainage Ditch @ per 100 Feet.	б	STA (100')	\$2,400.00	\$	14,400.00	\$3,537.79	\$ 21,226.74	\$800.00	s	4,800.00
73	306-0001	18" Drainage junction structures @ Each.	1	Each	\$4,600.00	\$	4,600.00	\$2,272.11	\$ 2,272.11	\$6,000.00	\$	6,000.00
74	306-0002	24" Drainage Junction structures @per Each	7	Each	\$4,600.00	\$	32,200.00	\$4,194.71	\$ 29,362.97	\$7,000.00	\$	49,000.00
75	306-0100	6 inch dia. Corrugated PP N-12 storm drain @ Per Lineal Foot.	140	LF	\$80.00	\$	11,200.00	\$45.38	\$ 6,353.20	\$50.00	\$	7,000.00
76	306-0200	10"dia. Corrugated PP N-12 storm drain pipe @per Lineal Foot.	245	LF	\$85.00	s	20,825.00	\$62.44	\$ 15,297.80	\$50.00	\$	12,250.00

AME DDRES TY, ST HONE						POB	ite Construction lox 2042 , NV 89803		Great Basin Engineering Contractors PO Box 396 Elko, NV 89801			Road & Highway Builders 96 Glen Canyon Circle Suite # 106 Sparks, NV 89431	
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	
77	306-0300	12 inch dia. Corrugated PP N-12 storm drain pipe @ per Lineal Foot	40	LF	\$110.00	\$	4,400.00	\$67.40	s	2,696.00	\$140.00	\$ 5,600.0	
78	306-0301	18" Dia. Corrugated PP N-12 storm drain pipe @ per Line Foot.	990	LF	\$105.00	\$	103,950.00	\$49.46	\$	48,965.40	\$150.00	\$ 148,500.0	
79	306-0400	24" dia. Corrugated PP N-12 Storm drain pipe @ Lineal Foot.	840	LF	\$125.00	\$	105,000.00	\$72.87	s	61,210.80	\$160.00	\$ 134,400.0	
80	306-0500	30° dia. Corrugated PP N -12 storm drain @ per Lineal Foot.	330	LF	\$160.00	s	52,800.00	\$133.00	s	43,890.00	\$170.00	\$ 56,100.0	
81	306-0600	42" dia. Corrugated PP N-12 storm drain @ per Lineal Foot.	950	ĹF	\$240.00	s	228,000.00	\$185.17	5.	175,911.50	\$180.00	\$ 171,000.0	
82	306-0700	48" dia. Corrugated PP N-12 storm drain @per Lineal Foot.	540	LF	\$280.00	\$	151,200.00	\$244.90	\$	132,246.00	\$190.00	\$ 102,600.0	
83	306-0800	Concession & Field drainage inlets @ per Each.	6	Each	\$3,800.00	s	22,800.00	\$1,160.89	s	6,965.34	\$3,000.00	\$ 18,000.0	
84	305-0100	Grading Fill - Berms @per Cubic Yards.	30	СҮ	\$170.00	\$	5,100.00	\$45.88	\$	1,376.40	\$50.00	\$ 1,500.0	
85	305-0200	Rock Riprap inlet and outlet Protection @ per Square Yard.	130	SY	\$130.00	\$	16,900.00	\$103.89	\$	13,505.70	\$120.00	\$ 15,600.0	
86	305-0300	Grouted Riprap @per Square Yard.	300	SY	\$90.00	\$	27,000.00	\$90.77	\$	27,231.00	\$150.00	\$ 45,000.0	
87	323-0200	Type 4R drainage inlet @per Each	4	Each	\$7,300.00	\$	29,200.00	\$5,243.39	\$	20,973.56	\$7,000.00	\$ 28,000.0	
88	323-0300	60" dia. Storm Drain Manholes @ per Each	5	Each	\$8,500.00	\$	42,500.00	\$6,166.17	\$	30,830.85	\$12,000.00	\$ 60,000.0	
89	323-0400	48" dia. Sanitary Sewer Manholes @ per Each.	7	Each	\$6,300.00	\$	44,100.00	\$7,059.41	\$	49,415.87	\$8,000.00	\$ 56,000.0	
90	306-0700	12" dia. PVC SDR-35 Sanitary Sewer Pipe @ per Lineal Foot.	2,035	LF	\$90.00	\$	183,150.00	\$115.31	s	234,655.85	\$120.00	\$ 244,200.0	
91	306-0800	8° dia. PVC SDR-35 Sanitary Sewer Service Pipe @ per Lineal Foot.	50	LF	\$80.00	\$	4,000.00	\$98.81	\$	4,940.50	\$150.00	\$ 7,500.0	
92	306-0900	6" Concrete CIP slab on grade @per Square Foot.	80	SF	\$14.00	\$	1,120.00	\$39.90	\$	3,192.00	\$80.00	\$ 6,400.0	

AME DDRES TY, STA HONE			2000000			POE	ite Construction lox 2042 , NV 89803		PO Bo	Basin Engineering Contractors ox 396 NV 89801		96 Gl Suite	& Highway Builders en Canyon Circle # 106 <s, 89431<="" nv="" th=""></s,>
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT
93	307-0100	12" AWWA C900 Class 150 SDR 18 PVC Pressure Pipe @per Lineal Foot.	2,115	LF	\$108.00	\$	228,420.00	\$94.68	\$	200,248.20	\$150.00	\$	317,250.00
94	307-0200	Cut 12" line, cap 12" line & remove valve box @ per Lump Sum.	1	LS	\$1,800.00	\$	1,800.00	\$2,897.73	\$	2,897.73	\$8,000.00	\$	8,000.00
95	307-0300	12" X 12" X 12" Waterline Tee @per Each	1	Each	\$8,000.00	\$	8,000.00	\$10,794.32	\$	10,794.32	\$10,000.00	\$	10,000.00
96	307-0500	12" Dia. Isolation Gate Valves Each End of Park, @ 1000" @ per Each	3	Each	\$5,500.00	\$	16,500.00	\$4,841.98	\$	14,525.94	\$10,000.00	\$	30,000.00
97	307-0600	2" Backflow Prevention Assembly @ per Each.	1	Each	\$7,200.00	\$	7,200.00	\$7,573.40	\$	7,573.40	\$5,000.00	\$	5,000.00
98		THIS ITEM HAS BEEN REMOVED											
99		THIS ITEM HAS BEEN REMOVED											
100	307-1000	2" ips, 200 psi Polly Water Service Line (includes tap) @ per Lineal Foot.	460	LF	\$62.00	\$	28,520.00	\$33.13	s	15,239.80	\$50.00	\$	23,000.00
101	307-1100	6" AWWA C900 Fire Service Line @ per Lineal Foot.	50	LF	\$120.00	\$	6,000.00	\$101.69	\$	5,084.50	\$200.00	\$	10,000.00
102	307-1200	Fire Hydrant Assembly (includes 1 6" GV) @ per Each.	2	Each	\$12,500.00	\$	25,000.00	\$9,603.61	\$	19,207.22	\$8,000.00	\$	16,000.00
103	307-1300	Special Construction Utility crossing(s) @per Each.	8	Each	\$2,000.00	\$	16,000.00	\$1,359.32	\$	10,874.56	\$1,500.00	\$	12,000.00
104		Remove and dispose of 12" diameter water main @per Lineal Foot.	1,000	LF	\$15.00	\$	15,000.00	\$11.96	\$	11,960.00	\$20.00	\$	20,000.00
	Total Ba	se Bids				\$	12,035,035.00		\$	12,633,533.41	1	\$	12,282,282.00
							r keying error on item #47 r keying error on Add Alt # 12					2	
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	<u>Unit Price</u>		TOTAL AMOUNT	<u>Unit Price</u>		TOTAL AMOUNT
		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	\$15,600.00	\$	234,000.00	\$27,467.49	s	412,012.35	\$9,000.00	\$	135,000.00
-	Total Ad	ditive Alterative #1				\$	234,000.00		\$	412,012.35		\$	135,000.00

AME DDRES TY, ST HONE						Granite C PO Box 2 Elko, NV			PO Bo	Basin Engineering Contractors x 396 NV 89801		Road & Highway Builders 96 Glen Canyon Circle Suite # 106 Sparks, NV 89431
Bid Item No.	<u>ltem No.</u>	Description of Work	Quantity	<u>Unit</u>	Unit Price	1	TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
		ADDITIVE ALTERNATE #2		1.00								
1	Section E	Sports Field Lighting (wire only)-Includes installation of conductor for sports light fixtures @per Lump Sum	1	LS	\$33,000.00	\$	33,000.00	\$28,618.84	\$	28,618.84	\$32,000.00	\$32,000.0
	Total Ad	dditive Alterative #2				\$	33,000.00		\$	28,618.84		\$32,000.0
		ADDITIVE ALTERNATE #3							-			
1	Section E	(W-1) Light Pole fixtures and conductor only - Pole base, conduit, junction boxes are included in base bid. @per Each.	4	Each	\$6,500.00	s	26,000.00	\$5,604.13	\$	22,416.52	\$3,800.00	\$15,200.0
	Total Ac	ditive Alterative #3		<u></u>		\$	26,000.00		\$	22,416.52		\$15,200.0
1	Section E	ADDITIVE ALTERNATE #4 (R-1) Light pole fixtures and conductor only - Pole base, conduit, junction boxes are included in base bid	4	Each	\$4,400.00	s	17,600.00	\$3,789.04	s	15,156.16	\$2,600.00	\$10,400.0
-	Total Ar	@per Each.				5	17,600.00		s	15,156.16		\$10,400.0
		ADDITIVE ALTERNATE #5							-			
1	Section E	Fiber Optic Data (Conduits Only) - Includes conduit & pull string, trenching, backfill, compaction @ per Lineal Foot.	2,110	LF	\$40.00	\$	84,400.00	\$29.21	\$	61,633.10	\$28.00	\$ 59,080.0
	Total Ad	ditive Alterative #5	1			\$	84,400.00		\$	61,633.10		\$ 59,080.00
		ADDITIVE ALTERNATE #6										
1	312.0300	4" Concrete Flatwork areas excluded from Base Bid- Install type 2 agg.base up to finish grade (8" Total)- Includes subgrade excavation, preparation and fine grading.	21,876	ŞF	\$4.00	\$	87,504.00	\$2.28	\$	49,877.28	\$2.00	\$ 43,752.00
	Total Ad	dditive Alterative #6				\$	87,504.00		\$	49,877.28		\$ 43,752.00
-		ADDITIVE ALTERNATE #7										
1	312.0300	4"Concrete Flatwork areas excluded from Base Bids- Install concrete flatwork - Includes subgrade excavation, preparation and fine grading-Includes 4" type 2 agg.base @per Square Foot.	21,876	SF	\$10.50	\$	229,698.00	\$12.45	\$	272,356.20	\$16.00	\$ 350,016.00

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Bid tem No.	Item No.	Description of Work	Quantity	Unit	Unit_Price_		TOTAL AMOUNT	<u>Unit Price</u>		TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
		ADDITIVE ALTERNATE #8										
1	312-0300	6" Concrete Flatwork areas excluded from Base Bid - Install type 2 agg. Base up to finish grade (10"total)- Includes subgrade excavation, preparation and fine grading @per Square Foot.	3,361	SF	\$4.50	\$	15,124.50	\$3.41	\$	11,461.01	\$4.00	\$13,444
	Total Ac	ditive Alterative #8				\$	15,124.50		5	11,461.01	-	\$13,444
		ADDITIVE ALTERNATE #9	_									
1	312-0300	6" Concrete Flatwork areas exclude from Base Bid- Install concrete flatwork - Includes subgrade excavation, preparation and fine grading - Includes 4" type 2 agg. Base @per Square Foot.	3,361	SF	\$11.00	\$	36,971.00	\$16.20	\$	54,448.20	\$20.00	\$ 67,220.0
	Total Ac	ditive Alterative #9				\$	36,971.00		\$	54,448.20		\$ 67,220.0
		ADDITIVE ALTERNATE #10										
1	312-0300	Asphalt Trail agg.base only - includes subgrade excavation, preparation and fine grading - Install type 2 agg.base up to finish grade (9" total) @per Square Foot.	3,566	SF	\$5.00	\$	17,830.00	\$4.77	\$	17,009.82	\$4.00	\$ 14,264.0
	Total Ac	ditive Alterative #10			-	\$	17,830.00		\$	17,009.82		\$ 14,264.0
		ADDITIVE ALTERNATE #11										
1	320-0100	Asphalt Trail install Plant mix (AC 3") - Includes subgrade excavation preparation and fine grading - Includes 6" type 2 agg.Base	3,566	SF	\$3,40	s	12,124.40	\$10.95	\$	39,047.70	\$16.00	\$ 57,056.0
-	Total Ac	ditive Alterative #11				\$	12,124.40		\$	39,047.70		\$ 57,056.0
		ADDITIVE ALTERNATE #12										
					1							
1	32.8423	Central Lawn Area - Furnish and install irrigation system per plan @ per Square Foot.	176,673	SF	\$0.70	\$	123,671.10	\$0.60	\$	106,003.80	\$0.50	\$ 88,336.5
-	Total Ar	ditive Alterative #12			-	s	123,671.10		s	106,003.80		\$ 88,336.

ADDITIVE ALTERNATE #13

AME DDRESS ITY, STA HONE					,	PO Bo	te Construction xx 2042 NV 89803		PO B	Basin Engineering Contractors ox 396 NV 89801		96 Gl Suite	& Highway Builders en Canyon Circle # 106 (s, NV 89431
Bid Item No.	<u>Item No.</u>	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT
1	32.9223	Lawn Area (excluding playing fields and central lawn) - Furnish and install sod @per Square Foot.	93,630	SF	\$1.70	\$	159,171.00	\$1.45	\$	135,763.50	\$1.20	\$	112,356.0
-	Total Ac	ditive Alterative #13			1	\$	159,171.00		\$	135,763.50		\$	112,356.0
		ADDITIVE ALTERNATE #14				_							
1	32.9223.10	Sports Fields Lawn Area - Furnish and install sod @ per Square Foot.	153,740	SF	\$1.80	s	276,732.00	\$1.54	5	236,759.60	\$1.30	\$	199,862.0
	Total Ac	ditive Alterative #14			1	\$	276,732.00		\$	236,759.60		\$	199,862.0
		ADDITIVE ALTERNATE #15											
1	32,8423	Native Area (Rotor Zones) - Includes all areas receiving native border zone seed. @per Square Foot.	169,000	SF	\$0.40	\$	67,600.00	\$0.38	\$	64,220.00	\$0.30	\$	50,700.0
	Total Ac	Iditive Alterative #15 ADDITIVE ALTERNATE #16				\$	67,600.00		\$	64,220.00		\$	50,700.0
1	Per Detail	Concrete mow curb 6"X6" (Central Lawn Area) - Includes subgrade excavation preparation and fine grading - Includes, reinforcing steel and 4" type 2 agg.Base @per Lineal Feet	175	LF	\$36.50	\$	6,387.50	\$82.80	s	14,490.00	\$60.00	\$	10,500.0
	Total Ad	Iditive Alterative #16				\$	6,387.50		\$	14,490.00		\$	10,500.0
		ADDITIVE ALTERNATE #17											
1	Per Detail	Temporary 3' v ditch - Includes rock apron structures, coir log check dams, and see application - 10X10 basin included in base bid @per Lineal Feet	718	LF	\$10.50	ş	7,539.00	\$15.93	\$	11,437.74	\$20.00	s	14,360.0
_	Total Ac	Iditive Alterative #17				\$	7,539.00		\$	11,437.74		\$	14,360.0
		ADDITIVE ALTERNATE #18											
1	Per Detail	Temporary 2' v ditch- Includes rock apron structures and seed application @per Lineal Foot	1,838	SF	\$6.00	s	11,028.00	\$7.04	s	12,939.52	\$20.00	\$	36,760.0
-	Total Ac	ditive Alternative #18				\$	11,028.00	L	\$	12,939.52		\$	36,760.0
							written error on item #47 - Wrote 100 on bid tab form, should be 100						

AME DDRESS TY, STATE HONE					Granite Construction PO Box 2042 Elko, NV 89803		Great Basin Engineering Contractors PO Box 396 Elko, NV 89801		Road & Highway Builders 96 Glen Canyon Circle Suite # 106 Sparks, NV 89431
Bid_ Item Item No. No.	Description of Work	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
					Minor written error on Add Alt # 12 Wrote	-			

\$123,671.00 Should be \$ 123,671.10

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible authorization to restructure and rebid the Sports Complex Project, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **15 Minutes**
- 5. Background Information: The Council authorized Staff to bid the Sports Complex Project at its November 14, 2017 meeting. Bids were received until 3:00 p.m. on January 29, 2018. Three (3) bids were received. All bids are well above the budget available for the project. Staff believes the project could be restructured and rebid based upon available resources and project timing. A realistic bid package for the 2018 Construction Season could include:
 - Site grading
 - Installation of Electrical Utilities (with some items omitted)
 - Wetland Mitigation
 - Water source to wetlands
 - Storm Drainage Infrastructure Utility installation
 - Installation of Field Lighting Infrastructure (foundations, bases, conduit, etc.)
 - Sound Wall construction

Additional owner costs of approximately \$300,000.00 to cover the costs for NV Energy, QA/QC testing, 404 permit management, and historical preservation management are projected. This cost does not include either purchase or lease of field lights, which would be deferred until the next budget cycle. SAW

6. Budget Information:

Appropriation Required: \$6,900,000.00 (approximate) Budget amount available: \$8,000,000.00 (includes reimbursement for water and sewer items offsetting projected costs, but excludes pending grants) Fund name: Recreation

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: **Project Estimated Cost**
- 9. Recommended Motion: Pleasure of the Council.
- 10. Prepared by: Scott Wilkinson, Assistant City Manager

Created on 02/07/2018 Council Agenda Action Sheet

Agenda Item III. K.

11. Committee/Other Agency Review:

- 12. Council Action:
- 13. Council Agenda Distribution:

Created on 02/07/2018

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible authorization to pursue legal action against Braemar Construction for continued violations of Title 9 Chapter 6, Illegal Discharge and Connection to Stormwater, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: NEW BUSINESS
- 4. Time Required: **20 Minutes**
- 5. Background Information: The City of Elko, as a part of its Small Municipal Separate Storm Sewer Systems (MS4) permit requirements (issued by NDEP) and pursuant to Elko City Code Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), conducts regular inspections of construction sites throughout the City of Elko. These inspections are used to verify the contractors' compliance with the City Code, the contractors' Storm Water Pollution Prevention Plan (SWPPP) and the Best Management Practices (BMP) the contractors must use to minimize storm water pollution from their construction sites. Last year, construction work began on a property near Jennings Way and Courtney Drive. Inspections by Staff revealed that Braemar was operating vehicles in such a manner as to track sediment on City streets, where it then washes into the City Stormwater System. Furthermore, Braemar was failing to place sediment barriers around stormwater drain inlets. These actions were and continue to be in violation of Elko City Code Title 9, Chapter 6. A Notice of Violation was issued on November 29, 2017, demanding correction of the violations. Braemar had 30 days to appeal, but it did not do so, nor did it correct the violations. For the purpose of considering how to direct Staff, it should be noted that Braemar appears to have a history of violating certain City requirements in connection with construction projects, which is demonstrated by past notices, and other documents included in the Council packet. JD
- 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 legal counsel to pursue legal action against Braemar Construction.
- 10. Prepared by: Jeremy Draper, PE, Development Manager

Agenda Item IV.A.

- 11. Committee/Other Agency Review: Scott Wilkinson, Assistant City Manager, David Stanton, City Attorney
- 12. Council Action:
- 13.
 Council Agenda Distribution:
 Howard Schmidt, howardschmidt@hotmail.com

 Dusty Shipp, dusty@braemarco.com

Braemar Construction Stormwater Inspections

Project Name	Date of Initial/Final/Othe Inspection Inspection	er Type of Inspection	Corrective Acton Needed	Date to be Completed	Follow-up Date	Corrected (Y/N)	Comments
Brookwood Estates	3/15/2012 NOV	NOV	Soil In ROW	immediately			WDV'
	4/4/2012 NOV	NOV	Soil In ROW	immediately			NOV
	2/26/2013 NOV	NOV	Soil In ROW Trackout Issues/Soil in	immediately			NDV
	3/21/2013 NOV	NOV	ROW	immediately			NOV
	4/3/2013 NOV	NOV	Trackout Issues/Silt Fence	24 Hours			NOV
	4/3/2013 1404	1404	rence	24 10013			1997
	2/28/2012						Several Large piles of excavated soil on corners of Brookwood & Valley Ridge, including E& W corners. Met w/ Christine on-site. Discussed a method to "put teeth" into our ability to earn cooperation from builders. Among other possibilities, she suggested refusing any more inspections until the contractor had corrected the problem. Another would be to refuse to issu a C of O unit corrections were made. Withholding inspections & C of O would apply real economic pressure and result (hopefully) in prompt corrections by contractors.
i.							Large piles indicated above were being moved by way of excavator, farm tractor & two 6 to 8 yard dump trucks. These were being filled & soil transported somewhere but not, apparently o
	2/29/2012						vala dump docks integer where being integer as on the absorbed by NDEP. Dusty advised that they is been given 2-weeks by "Chris" NDEP field man or Braemar would have difficulties. "Dusty" (@ (208) 870-0559. Dusty is Braemar's Foreman on-site. Weather today is cold, windy, and snowy. It looks like Gilette, Wyo. Despite this, the Excavator is still moving soil using 2.6 to 8-yd dumps. I followed one of the dumps W or Brookwood, S on Wright Way, W on Montrose Ln, and S on a dirt track (probably) Burgess where the soil was dumped. May be County or BLM land, or could be private Need to follow-up on actual location.
	3/1/2012						
The Point-Townhomes-	1/9/2015 Other Inspection	Routine					
	2/3/2015 Other Inspection	Routine	1. Need Permit on site	2/9/201	.5 2/23/20	15 YES	
			2. Need SWPPP on site	2/9/201	5 2/23/20	15 YES	
			 Install Fiber roll around Storm Drain 	2/9/201	5 2/23/20	15 YES	
	2/20/2015 Other Inspection	Routine	1. Silt Fence needs Repair	2/23/201	5/21/20	15	Not sure if it was correted. There is some silt fence present, but determined that vegitation is present and it is not needed. NDEP (5/21/2105)
			 DI clogged and found silt fencing material in DI that is not letting water though, so sediment is 				
	5/21/2015 Other Inspection	Post-Storm	washing directly into stormwater pipe. 2. Track out area not effective. Need to work on and increase size				Inspection with NDEP. Not sure of when corrective actions are due
	5/26/2015 Other Inspection	Post-Storm	1. Track out onto streets from two areas	24 hours after	5/28/20		Compared to how much rain we got, the track out was not too bad. A quick sweep would suffice.

5/28/2015			Needed	Date to be Completed	Follow-up Date	Corrected (Y/N)	Comments
5/28/2015			1. Track out onto	24 hours after			
	Other Inspection	Post-Storm	streets from two areas.			NO	Similar issues. No change. Go back next week
6/8/2015	Other Inspection	Post-Storm	None			YES	Appears they have swept. Looks better
6/18/2015	Other Inspection	Routine	All looks good			YES	They are still accessing the side of the building with no track out rock, but there was not too much track out. Looks like they have been sweeping regularly.
7/7/2015	Other Inspection	Routine	All looks good 1. Jennings DI re-			Yes	Not accessing the side of the building anymore. Looks like the buildings are nearing completion
8/3/2015	Other Inspection	Routine	arrange the waddles	8/14/2015	5	Yes	
			 Pile of dirt in gutter in back corner of Khorhy and Puchinelli Sweep Streets 	8/14/2015 8/14/2015		Yes Yes	
	Other inspection	Routine	None	0/14/201		10	Looks good. They even added some new waddles to better help run-off.
	Other Inspection	Routine	None				
	Other inspection	Routine	None				the same second and the second s
10/16/2015	Other Inspection	Routine	None Some track out, but no				New construction of house on the corner. Watch trackout, but was ok today.
10/19/2015	Other Inspection	Post-Storm	too bad				Talked to Dusty. They were on it.
11/5/2015	Other Inspection	Routine	TRACK OUT!				Talked to Dusty.
12/2/2015	Other Inspection	Routine	None				None
1/6/2016	Other Inspection	Routine	None				Building two new homes. A lot of snow. Hard to see Dis
2/9/2016	Other Inspection	Routine	Track out				Have Dusty clean up. Tried to contact Dusty, but never could reach him. Left messages. He is being taken to formal
3/3/2016	Other Inspection	Routine	HORRIBLE - See photos				inforcement with NDEAP as of 2/23/2016 Looks Great. They hired Lana Carter to do the inspections and they are keeping up on things
4/25/2016	Other Inspection	Routine	NONE				MUCH better!
5/10/2016	Other Inspection	Routine	None				
			Some track out, but no	t.			
6/1/2016	Other Inspection	Routine	too bad				
			Some track out, but no	ç.			
	Other Inspection	Routine	too bad				Two days before poored rain52"
	Other Inspection	Routine					
			Track out and waddles				
44442444	and the second second	-	around DI's need to be				
	Other Inspection	Routine	replaced.				Conatct Dusty about this
10/18/2016	Other Inspection	Routine	None Some track out, but no				
11/15/2010	Other Inspection	Routing	Some track out, but no				
	Other Inspection	Routine	too bad None				
12/1/2010	wher mapeetton	noune	Porta Potty on Side				
1/9/2017	Other Inspection	Routine	Walk				Contacted Lana and Dusty was moved by the 11th
1/9/201/	estiel hispection	nooune	None-Looks pretty				Polimered found prosty may under physic TTU
2/17/2017	Other Inspection	Routine	good				
	Other Inspection	Routine	Ok.				
	Other Inspection	Routine	Trackout				Contacted Lana
	Other Inspection	Routine	Trackout				Inspection with Chris

	Date of Inspection	Initial/Final/Other Inspection	Type of Inspection	Corrective Acton Needed	Completed	Follow-up Date	Corrected (Y/N)	Comments
	6/16/2017	Other Inspection	Routine	Trackout				
	7/10/2017	Other Inspection	Routine	Looks good				
	8/9/2017	Other Inspection	Routine	Looks good				
		Other Inspection	Routine	Looks good				
		Other Inspection	Routine	dirt ramp				
		a diar hispaanan	in a state	concrete washout				
				sediment needs				
				sweeping				
				di inserts need				
				maintenance				
				irrigation line on				
				Jennings broken water				
		AUTO		running				emailed Lana will re-inspect on 10/13
		Other Inspection	Routine	ok				
		Other Inspection	Routine	ok				
	1/9/2018	Other Inspection	Routine	Ok				
iolden Hills								
Braemar Construction off	11/15/2016							
The tookover this project				Porta Potty on the				
rom someone else	12/7/2016	Other Inspection	Routine	sidewalk				Email Dusty and Lana
		Other Inspection	Routine	Track out				
		Other Inspection	Routine	Track out- a mess				
		Other Inspection	Routine	Trackout				Called Lana
	5/1/2021	other maperion	(destative)	Dirt ramps				photo evidence in file
				trash				
	3/12/2017	Other Inspection	Routine	Better				Improvement,
	and the second	and an entran						and the Particular
				Encroaching, need to re	e-			
				seed and re-countour				
	4/12/2017	Other Inspection	Routine	our property				
	5/10/2017	Other Inspection	Routine	Jeremy Wrote NOV				
				Porta Potty on the				
	6/16/2017	Other Inspection	Routine	sidewalk				
		Other Inspection	Routine	ok				
	8/9/2017	Other Inspection	Routine	Track outs at both end	s			emailed Lana
				Concrete washout				
				Piles not in street				fixed by 8/11
	9/12/2017	Other Inspection	Routine	not perfect, but ok				track out still lacking, but ok
		Other Inspection	Routine	Needs a sweeping				emailed Lana
		Other Inspection	Routine	Horrible track out				talked to andrew about it and new road
		Other Inspection	Routine	Horrible track out				taked to online wabbath and new road
	12/14/2017	other inspection	Routine	made a roade not on				
								issued them an NOV see file for more details
				their property				issues mem en nov see me for more details
	1/9/2018	other inspection	Routine	no changes Track ou	t			
	4.1.44	and the second second		di still not protected				referred to legal
	5/5/2017	6		remove grading, BMP's	5/12/20	17		NDY:
				Trackout/sediment				and some on a surgery state of the
	11/29/2017			barriers	48 hours			Side And

Jennings Way Subdivison 8/17/2017

Work without permit

Grading work without a permit, property located in county still, NDEP notified, Braemar notified about needing to clean up trackout

Project Name	Date of Inspection	Initial/Final/Other Inspection	Type of Inspection	Corrective Acton Needed	Date to be Completed	Follow-up Date	Corrected (Y/N)	Comments
	8/21/2017			Trackout				Letter drafter but never sent
								Received notice that work resumed at this location, the property is now within the City
	11/13/2017			Work without permit.				boundary, requested plans for a grading permit.
	12/2/2017							Grading plan submitted for review
	12/6/2017							Email sent to design engineer requesting additional information for grading permit
								Work resumed without a grading permit, pictures taken, spoke with Dusty about what is
	1/10/2018	É.		Work without permit				needed to issue the permit, does not appear to have all BMP's in place
	1/10/2018							Received revised plans for grading permit after hours
	1/16/2018							Grading permit letter emailed to Dusty with condition to provide information on export location. prior to any export of material



CITY OF ELKO CITY OFFICES DEVELOPMENT / ENVIRONMENTAL 1755 COLLEGE AVENUE ELKO, NEVADA 89801 (775) 777-7217 / (775) 777-7213 FAX (775) 777-7219

March 16, 2012

Mr. Dusty Shipp, Project Manager Braemar Construction LLC Post Office Box 95410 South Jordan, UT 84095

Re: NOTICE OF VIOLATION- Sections of City of Elko's *Construction Site Runoff Control Ordinance*

Dear Mr. Shipp;

The purpose of this letter is to advise Braemar Construction LLC that it is in violation of several sections of the City of Elko's *Construction Site Runoff Control Ordinance*. This ordinance establishes operational rules that contractors must adhere to when engaged in construction activities within the City. These rules are intended to prohibit certain activities that could result in violation of the City's NPDES and Stormwater Permits.

These permits are issued by the State of Nevada (NDEP) to regulate construction activities occurring on land from six thousand (6,000) square feet up to 1-acre (43,560 square feet). Construction sites in excess of 1-acre require an NPDES construction permit, issued by the State of Nevada (NDEP) and a Storm Water Pollution Prevention Plan (SWPPP), prepared by Braemar Construction LLC or their consultant).

VIOLATIONS

Section 9-7-3. Braemar Construction LLC does not have City permission to utilize the right-of-way for placement (even temporarily) of excavated soil. Off-site impacts of erosion and sedimentation from a construction site are prohibited and polluting substances such as construction material and waste *shall be contained on the site*.

Section 9-7-7. This section is the requirement to prevent, control, and reduce storm water pollutants by the use of Best Management Practices (BMPs). "...any person responsible for a property or premises, which is, or may be, the source of an illegal

discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4."

Section 9-7-8. Inspection. "Whenever the City of Elko or its designee find that a person has not properly implemented the storm water pollution prevention plan or the storm water pollution prevention plan (SWPPP) requires modification to prevent the discharge or possible discharge of pollutants to the storm water conveyance system or storm water, the City of Elko or its designee may, at its sole discretion, allow a time frame not to exceed ten (10) calendar days for the person to correct the identified deficiencies. If an inspector determines the installed storm water controls are placing the City of Elko at risk of violating its NPDES permit, the inspector may order [a] change to the storm water controls. If the change to the storm water controls is not acceptable or is not immediately implemented, *enforcement action may be taken*."

Section 9-7-9. Enforcement.

A. Notice Of Violation (NOV): Whenever the City of Elko or its designee finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

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

B. Deadline: If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or contractor and the expense thereof shall be charged to the violator (Ord. 671, 4-10-2007)

Section 9-7-13. Criminal Prosecution. Any person that has violated or continues to violate this chapter shall be liable to criminal prosecution and fine.

It will be necessary for Braemar Construction LLC to remove all soil from the right-ofway immediately. We've been fortunate, so far, that winter has been dry. Soil on the R-O-W is, at present, a violation of several sections of Elko's *Construction Site Runoff Control Ordinance*. Unfortunately, the weather forecast indicates a very high probability of snow and/or rain over the next four days. This will likely result in transportation of sediment into the storm water conveyance system (storm sewers). To prevent rain or snowmelt from carrying sediment into the storm sewer system and ultimately into the Humboldt River, it will be necessary for Braemar Construction LLC to *immediately* remove any remaining soil from the R-O-W and place it on-site where it will not erode and contaminate stormwater now or in the future.

Sincerely yours,

Jay Paxson Environmental Coordinator City of Elko 1755 College Avenue Elko, NV 89801

jpaxson@ci.elko.nv.us

(775) 777-7213 (Phone) (775) 777-7219 (Fax)

Cc: City of Elko, File City of Elko, Environmental City of Elko Legal Counsel, David Stanton



CITY OF ELKO CITY OFFICES DEVELOPMENT / ENVIRONMENTAL 1755 COLLEGE AVENUE ELKO, NEVADA 89801 (775) 777-7217 / (775) 777-7213 FAX (775) 777-7219

April 4, 2012

Mr. Dusty Shipp, Project Manager Braemar Construction LLC Post Office Box 95410 South Jordan, UT 84095

Re: NOTICE OF VIOLATION- Sections of City of Elko's Construction Site Runoff Control Ordinance

Dear Mr. Shipp;

The purpose of this letter is to advise you, as the on-site representative of Braemar Construction LLC, that your company is in violation of several sections of the City of Elko's *Construction Site Runoff Control Ordinance*. This ordinance establishes operational rules that contractors must follow when engaged in construction activities within the City. These rules are intended to prohibit certain activities that could result in the issuance of NOVs against the City of Elko and its NPDES and Stormwater Permits by state and federal regulators.

These permits are issued by the State of Nevada (NDEP) to regulate construction activities occurring on land from six thousand (6,000) square feet up to 1-acre (43,560 square feet). Construction sites in excess of 1-acre require an NPDES construction permit, issued by the State of Nevada (NDEP) and a Storm Water Pollution Prevention Plan (SWPPP), prepared by Braemar Construction LLC or their consultant.

On approximately March 15th, 2012 Braemar Construction, LLC was observed placing large piles of excavated soil on the public right-of-way. Placement of material in this manner is expressly forbidden by City Code and can result in several violations of the federal Clean Water Act among numerous other local, state and federal laws. Should Elko have received significant amounts of snow or rainfall, these piles of material would have limited the access and function of existing storm sewers. Snowmelt and/or rainfall could have caused significant erosion, resulting in transport of significant amounts of soil particulates to the storm sewer system and eventually to the Humboldt River.

An informal inspection on Tuesday April 3rd by Development Manager Scott Wilkinson exhibited a considerable pile of base rock that had also been placed in the public right-of-way. Even temporary placement of any material is in direct violation of City Code and the *Construction Site Runoff Control Ordinance*.

VIOLATIONS

Section 9-7-3. Braemar Construction LLC does not have City permission to utilize the right-of-way for placement (even temporarily) of excavated soil. Off-site impacts of erosion and sedimentation from a construction site are prohibited and polluting substances such as construction material and waste *shall be contained on the site*.

Section 9-7-7. This section is the requirement to prevent, control, and reduce storm water pollutants by the use of Best Management Practices (BMPs). "...any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4."

Section 9-7-8. Inspection. "Whenever the City of Elko or its designee find that a person has not properly implemented the storm water pollution prevention plan or the storm water pollution prevention plan (SWPPP) requires modification to prevent the discharge or possible discharge of pollutants to the storm water conveyance system or storm water, the City of Elko or its designee may, at its sole discretion, allow a time frame not to exceed ten (10) calendar days for the person to correct the identified deficiencies. If an inspector determines the installed storm water controls are placing the City of Elko at risk of violating its NPDES permit, the inspector may order [a] change to the storm water controls. If the change to the storm water controls is not acceptable or is not immediately implemented, *enforcement action may be taken*."

Section 9-7-9. Enforcement.

A. Notice Of Violation (NOV): Whenever the City of Elko or its designee finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

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

B. Deadline: If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or contractor and the expense thereof shall be charged to the violator (Ord. 671, 4-10-2007)

Section 9-7-13. Criminal Prosecution. Any person that has violated or continues to violate this chapter shall be liable to criminal prosecution and fine.

It will be necessary for Braemar Construction LLC to remove all soil from the right-ofway immediately. We've been fortunate that winter, so far, has been dry. Soil and/or rock on the R-O-W is, at present, a violation of several sections of Elko's *Construction Site Runoff Control Ordinance*. To prevent rain or snowmelt from carrying sediment into the storm sewer system and ultimately into the Humboldt River, it will be necessary for Braemar Construction LLC to *immediately* remove any remaining materials from the R-O-W and place it on-site where it will not erode and contaminate stormwater now or in the future.

Sincerely yours,

Jay Paxson Environmental Coordinator City of Elko 1755 College Avenue Elko, NV 89801

jpaxson@ci.elko.nv.us

(775) 777-7213 (Phone) (775) 777-7219 (Fax)

Cc: City of Elko, File City of Elko, Environmental City of Elko Legal Counsel, David Stanton



CITY OF ELKO CITY OFFICES DEVELOPMENT / ENVIRONMENTAL 1755 COLLEGE AVENUE ELKO, NEVADA 89801 (775) 777-7217 / (775) 777-7213 FAX (775) 777-7219

May 16, 2012

Mr. Dusty Shipp, Project Manager Braemar Construction LLC Post Office Box 95410 South Jordan, UT 84095

Re: NOTICE OF VIOLATION- Sections of City of Elko's Construction Site Runoff Control Ordinance at Brookwood Development

Dear Dusty,

The purpose of this letter is to express the City's appreciation for your efforts in promptly bringing Braemar Construction LLC into full compliance with the City's Construction Site Runoff Control Ordinance. In its NOV letter of March 16, 2012, the City expressed concern that a number of Braemar's construction practices at Brookwood were out of compliance with the City's Ordinance. The Ordinance is designed to ensure that contractors and the City remain in compliance with all state and federal laws and regulations governing stormwater. We appreciate your efforts to adopt construction practices in line with those specified in the Ordinance.

As we have discussed on several occasions, the City's primary concern is to encourage construction practices that are consistent with all established city, state and federal rules regulating stormwater management in areas where construction is occurring. areas are established to support the City's existing Stormwater Permit issued by Nevada Division of Environmental Protection (NDEP). As the holder of an NDEP Stormwater Permit (SWPPP), Braemar is responsible for following all aspects of their permit which in turn, follows all aspects of the City's permit.

Sincerely yours,

Jay Paxson Environmental Coordinator City of Elko 1755 College Avenue Elko, NV 89801

jpaxson@ci.elko.nv.us

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Cc: City of Elko, File City of Elko, Environmental City of Elko Legal Counsel, David Stanton



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February 26, 2013

Braemar Construction LLC Mr. Howard Schmidt, Developer Mr. Dusty Shipp, Project Manager Post Office Box 95410 South Jordan, UT 84095

Re: NOTICE OF VIOLATION- Various Sections of City of Elko's Construction Site Runoff Control Ordinance

Dear Mr. Shipp and Mr. Schmidt;

This letter is to advise Braemar Construction LLC that it is in violation of several sections of the City of Elko's *Construction Site Runoff Control Ordinance*. This ordinance establishes operational rules that contractors *must* adhere to when engaged in construction activities within the City. These rules are intended to prohibit certain activities that could result in violation of the City's NPDES and Stormwater Permits which could result in fines levied against the City and Braemar Construction LLC.

As you know, these permits are issued by the Nevada Division of Environmental Protection (NDEP) to regulate construction activities occurring on sites ranging from six thousand (6,000) square feet up to 1-acre (43,560 square feet). Construction sites in excess of 1-acre require an NPDES construction permit, also issued by the NDEP and a Storm Water Pollution Prevention Plan (SWPPP), prepared by Braemar Construction LLC or their consultant). The SWPPP prepared by Braemar Construction is on file in City offices; it is this document that Braemar and all its subcontractors must adhere to whenever working on any part of the Brookwood Development.

The City is especially concerned that continued failure by Braemar Construction and its subcontractors to adhere to all provisions of the submitted SWPPP could result in the issuance of citations and monetary fines against both Braemar and the City. This would likely occur in the event that NDEP were to conduct a site inspection of Brookwood Development. For this reason it is imperative that Braemar attend to mud and soil track-out promptly and thoroughly *each day*. A day skipped could be followed on the next day by an inspection by NDEP. Should NDEP inspect the development and discover the streets, curb and gutter heavily loaded with soil would

likely result in a series of follow-up inspections. The City cannot accept the sanction resulting from one or more citations. Worse, the City cannot accept the erosion of its good reputation with NDEP or the possibility that the City would receive greater scrutiny from state or federal regulators.

in particular those relating to the potential of sediment carried in stormwater runoff the continuing situation will become particularly serious and embarrassing to the City in the event that NDEP (Nevada Division of Environmental Quality) might opt to inspect the Brookwood Development at this time of year. Should this occur the Braemar Construction LLC would likely be written-up and fined for failing to abide by the conditions specified in the SWPPP filed with the City. Of even greater concern to the City is the likelihood that the City would likely be cited and fined for failing to enforce all provisions of Braemar's SWPPP. Frequent inspections and verbal

CURRENT VIOLATIONS

9-6-10: REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES:

The city of Elko requires the identification and use of best management practices (BMPs) for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the stormwater conveyance system, or waters of the United States. The city of Elko requires as a minimum the use of its BMP manual to identify and utilize appropriate BMPs. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal stormwater conveyance system or water courses through the use of these structural or nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Whenever the city of Elko finds that a person has not properly implemented the storm water pollution prevention plan or the stormwater pollution prevention plan requires modification to prevent the discharge or possible discharge of pollutants to the stormwater conveyance system or stormwater, the city of Elko may, at its sole discretion, allow a time frame not to exceed ten (10) calendar days for the person to correct the identified deficiencies. (Ord. 670, 3-13-2007)

Section 9-7-3. Braemar Construction LLC does not have City permission to utilize any portion of the right-of-way for placement, even temporarily, of sand, soil, or any other material. Off-site impacts of erosion and sedimentation from any construction site constitutes a violation of Section

9-7-3 and are prohibited; polluting substances such as any construction material and waste *shall be contained on the site*.

Section 9-7-7. Section 9-7-7 requires the prevention, control, and reduction of ment Practices (BMPs). "...any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4."

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A. Notice Of Violation (NOV): Whenever the City of Elko or its designee finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- Violating discharges, practices, or operations shall cease and desist; Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
- 2) Payment of a fine to cover administrative and remediation costs; and
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B. Deadline: If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or contractor and the expense thereof shall be charged to the violator (Ord. 671, 4-10-2007)

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It will be necessary for Braemar Construction LLC to remove all soil from the right-of-way immediately. We've been fortunate, so far, that winter has been dry. Soil on the R-O-W is, at present, a violation of several sections of Elko's *Construction Site Runoff Control Ordinance*. Unfortunately, the weather forecast indicates a very high probability of snow and/or rain over the

next four days. This will likely result in transportation of sediment into the stormwater conveyance system (storm sewers). To prevent rain or snowmelt from carrying sediment-laden water into the storm sewer system and ultimately into the Humboldt River, it will be necessary

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Jay Paxson Environmental Coordinator Secretary, Stormwater Advisory Committee (SWAC) City of Elko 1755 College Avenue Elko, NV 89801

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March 21, 2013

Braemar Construction LLC Mr. Howard Schmidt, Developer Mr. Dusty Shipp, Project Manager Post Office Box 95410 South Jordan, UT 84095

Re: NOTICE OF VIOLATION- Various Sections of City of Elko's Construction Site Runoff Control Ordinance

Dear Mr. Shipp and Mr. Schmidt;

This letter is to advise Braemar Construction LLC that it is in violation of several sections of the City of Elko's *Construction Site Runoff Control Ordinance*. This ordinance establishes operational rules that contractors *must* adhere to when engaged in construction activities within the City. The City is especially concerned that continued failure or refusal by Braemar Construction and/or its subcontractors to adhere to all provisions of the SWPPP may result in the issuance of citations and/or monetary fines against both Braemar and the City.

These permits, as you are aware, are issued by the Nevada Division of Environmental Protection (NDEP) to regulate construction activities on sites ranging from six thousand (6,000) square feet up to 1-acre (43,560 square feet). Construction sites in excess of 1-acre require their own NPDES permit, also issued by the NDEP together with a Storm Water Pollution Prevention Plan (SWPPP), prepared by Braemar Construction LLC or its consultant. Braemar Construction's approved SWPPP for the Brookwood Development is on file in City offices. It is this document to which Braemar and all its subcontractors *must* adhere whenever working at Brookwood. Failure or refusal to do so can result in monetary penalties levied by the City against Braemar LLC and/or its subcontractors. Worse, failure or refusal to adhere to the stipulations of the SWPPP These ordinances prohibit certain activities that could result in violation(s) of the City's NPDES and Stormwater Permits which could result in fines levied not only against Braemar Construction LLC but against the City as well.

This would likely occur in the event that NDEP were to conduct a site inspection of Brookwood Development. For this reason it is imperative that Braemar attend to mud and soil track-out issues promptly and thoroughly **each day**. A day skipped could be followed on the next day by an inspection by NDEP. Should NDEP inspect the development and discover the streets, curb and gutter heavily loaded with

soil, it is likely that a series of surprise follow-up inspections would follow. The City cannot accept the sanction resulting from one or more citations. Worse, the City cannot accept the erosion of its good reputation with NDEP or the possibility that the City would receive greater scrutiny from state or federal regulators.

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Sincerely yours,

Jay Paxson Environmental Coordinator Secretary, Stormwater Advisory Committee (SWAC) City of Elko 1755 College Avenue Elko, NV 89801

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(775) 777-7213 (Phone) (775) 777-7219 (Fax) Cc: City of Elko, File City of Elko, Environmental City of Elko Legal Counsel, David Stanton Howard Smith, Braemar Construction LLC



CITY OF ELKO CITY OFFICES DEVELOPMENT / ENVIRONMENTAL 1755 COLLEGE AVENUE ELKO, NEVADA 89801 (775) 777-7217 / (775) 777-7213 FAX (775) 777-7219

April 3, 2013

Braemar Construction LLC Mr. Howard Schmidt, Developer Mr. Dusty Shipp, Project Manager Post Office Box 95410 South Jordan, UT 84095

Re: NOTICE OF VIOLATION- Various Sections of City of Elko's Construction Site Runoff Control Ordinance

Dear Mr. Shipp and Mr. Schmidt;

This letter is to advise Braemar Construction LLC that it is in violation of the City of Elko's *Construction Site Runoff Control Ordinance*. This ordinance establishes operational rules that contractors *must* adhere to when engaged in construction activities within the City. The City is especially concerned that continued failure or refusal by Braemar Construction and/or its subcontractors to adhere to all provisions of their approved SWPPP (Storm Water Pollution Prevention Plan) could result in the issuance of citations and/or fines against Braemar LLC and the City of Elko by the Nevada Division of Environmental Protection (NDEP), the state's environmental regulatory agency.

These permits, as you are aware, are issued by NDEP to regulate construction activities on sites ranging from six thousand (6,000) square feet up to 1-acre (43,560 square feet). Construction sites in excess of 1-acre require their own NPDES permit, also issued by the NDEP together with a SWPPP, prepared by Braemar Construction LLC or its consultant. Braemar Construction's approved SWPPP for the Brookwood Development is on file in City offices. It is this document to which Braemar and all its subcontractors *must* adhere whenever working at Brookwood. Failure or refusal to do so could result in monetary penalties levied by the City against Braemar LLC and/or its subcontractors.

Repeated inspections of the Brookwood construction site over the past 45-days have revealed continuing issues related to soil track-out onto finished road surfaces. Also noted is a failure or refusal to install and maintain silt fencing along the base of the slope of all lots fronting along the northern side of Rocky Road. In the event of

significant rainfall or snowmelt the steepness of the slope behind these lots can result in extensive erosion or even slope slippage, particularly since these soils have been disturbed. Eroded soil particulates must be prevented from entering 8-Mile Creek by installing silt fence along the entire length of the toe of the slope in question. Further, if rainfall or snowmelt should increase, it may be necessary for Braemar Construction to employ additional BMPs to enhance and further ensure soil stability. Limiting any increase in particulate pollution in 8-Mile Creek is of special concern to the City of Elko because water quality data from this stream is a primary source of data used to establish the quality of water entering the City. These data are submitted to the Nevada Division of Environmental Protection each year in the City's Annual MS4 Report.

CURRENT VIOLATIONS

Chapter 7, Section 9-6-10: REQUIREMENT TO PREVENT, CONTROL, AND **REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES:** "The city of Elko requires the identification and use of best management practices (BMPs) for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the stormwater conveyance system, or waters of the United States. The city of Elko requires as a minimum the use of its BMP manual to identify and utilize appropriate BMPs. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal stormwater conveyance system or water courses through the use of these structural or nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit."

"Whenever the city of Elko finds that a person has not properly implemented the storm water pollution prevention plan or the stormwater pollution prevention plan requires modification to prevent the discharge or possible discharge of pollutants to the stormwater conveyance system or stormwater, the city of Elko may, at its sole discretion, allow a time frame not to exceed ten (10) calendar days for the person to correct the identified deficiencies." (Ord. 670, 3-13-2007)

Chapter 7, Section 9-7-3, Applicability: Off-site impacts of erosion and sedimentation from a construction site are prohibited and polluting substances such as construction materials and waste shall be contained on the site where such substances cannot drain or be transported by storm water into a watercourse or the storm water conveyance

system. Best management practices shall be implemented for all construction sites. The performance standards set forth in the city of Elko "Construction Site Best Management Practices Handbook" together with such addendum, all of which are on deposit in the office of the City of Elko, are adopted by reference and incorporated herein and made a part hereof as if set forth in full." (Ord. 671, 4-10-2007)

Chapter 7, Section 9-7-7: Stipulates "...the owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm water conveyance system or watercourses through the use of these structural or nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4."

Chapter 7, Section 9-7-8. Inspection: "Whenever the City of Elko or its designee finds that a person has not properly implemented the stormwater pollution prevention plan or the stormwater pollution prevention plan (SWPPP) requires modification to prevent the discharge or possible discharge of pollutants to the stormwater conveyance system or stormwater, the City of Elko or its designee may, at its sole discretion, allow a time frame not to exceed ten (10) calendar days for the person to correct the identified deficiencies. If an inspector determines the installed stormwater controls are placing the City of Elko at risk of violating its NPDES permit, the inspector may order [a] change to the stormwater controls. If the change to the stormwater controls is not acceptable or is not immediately implemented, **enforcement action may be taken**."

Chapter 7, Section 9-7-9. Enforcement:

A. Notice Of Violation (NOV): Whenever the City of Elko or its designee finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

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

B. Deadline: "If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a

designated governmental agency or contractor and the expense thereof shall be charged to the violator." (Ord. 671, 4-10-2007)

Due to the high potential for water quality degradation in 8-Mile Creek the City will permit Braemar Construction only a single day to accomplish the installation of silt fencing as referenced above. The allowed day is specified as the 24-hour period following the delivery date of this letter to Braemar Construction, as indicated on PS Form 3811 (Postal 'green card' Domestic Return Receipt). Installation of the silt fencing along the entire 'toe of the slope' (Elko GIS aerial image attached) and maintenance of existing silt fencing must be completed by the end of the day to prevent further action.

Chapter 7, Section 9-7-13. Criminal Prosecution: "Any person that has violated or continues to violate this chapter shall be liable to criminal prosecution and fine."

Should questions or concerns arise, please contact me or Scott Wilkinson.

Sincerely yours,

Jay Paxson Environmental Coordinator Secretary, Stormwater Advisory Committee (SWAC) City of Elko 1755 College Avenue Elko, NV 89801

jpaxson@ci.elko.nv.us

Attachment: Elko GIS Aerial image indicating 'toe of slope'

Cc: Environmental File- 100.98.02-2013 City of Elko, File Mr. Scott Wilkinson, Development Manager, City of Elko Mr. Dusty Shipp, Braemar Construction LLC, Email Delivery Mr. Howard Schmidt, Braemar Construction LLC, Certified Delivery SRR, So. Jordan, UT



CITY OF ELKO DEVELOPMENT DEPARTMENT 1755 COLLEGE AVENUE ELKO, NEVADA 89801 (775)777-7210 (775)777-7219 FAX

May 5, 2017

Dusty Shipp Braemar Construction PO Box 95410 South Jordan, UT 84095

RE: 2322 Mittry Ave., Golden Hills Unit 2 Phase 2

Mr. Shipp,

During a recent stormwater inspection, April 14, 2017, it was determined that the grading work completed for homes located on the east side of Mittry Ave as part of Golden Hills Unit 2 Phase 2 encroached onto the adjacent City of Elko Property. The stormwater remediation request for this encroachment included the placement of Fiber Rolls and reseeding of the slope, as of an inspection that was completed today this work has not been completed.

In accordance with Elko City Code 9-7-9, this is a Notice of Violation for failure to address the requested stormwater remediation as requested on April 14, 2017 through your designated SWPPP representative Lana Carter. It is requested that this violation be addressed, and inspected by the City of Elko by May 12, 2017, failure to do so will result in the work being completed by another contractor and the expense being paid for by Braemar Construction.

The grading work was completed outside of the approved grading plans for this subdivision approved on October 28, 2009. The work associated with this subdivision took place in 2016 and the as-builts submitted in October 2016 do not indicate that grading took place outside of the approved plans. The approved plans included the placement of rip rap on the slopes, it does not appear that this was completed.

The Eight Mile Creek adjacent to these properties contains a FEMA regulated Floodway. Elko City Code 3-8-5-G prohibits the placement of fill within a floodway, unless it has been demonstrated through hydrologic and hydraulic analysis, performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. It is requested that you provide evidence showing that an encroachment into the designated floodway did not take place.

Prior to the approval of Certificate of Occupancy for the house at 2322 Mittry Ave we request that all grading work on the City of Elko parcel be removed and that proper remediation work take place and the grading be completed in accordance with the U:\Development Projects\Subdivision\Golden Hills Subdivision\Golden Hills Final Plat\Unit 2\Golden Hills 2322 Mittry.docx Created by Jeremy Draper

Page 2 of 2

approved subdivision plans. An option for consideration would be to request a slope easement from the City of Elko. If Braemar Construction would like to make this request a map depicting the limits of the slope will need to be submitted to the City of Elko for consideration and possible approval by the Elko City Council.



Below is a summary of items required prior to the issuance of a Certificate of Occupancy at 2322 Mittry Ave, as noted in the inspection that took place today:

- · Address items in relation to the SWPPP Permit
- Remove grading work on the adjacent City of Elko property
- Provide evidence that the grading work on the City of Elko property did not encroach into the FEMA Floodway
- Install a drainage swale on the northeast property
- Install a traffic rated water meter pit, as it is located within the driveway

Additionally as a part of the subdivision still under warranty, the street sign at the corner of Cari Way and Mittry Ave is not correct and needs to be replaced.

Sincerely,

remy huger Jeremy Draper, PE

bereiny Draper, r L

cc Chris Gravenstein, NDEP



CITY OF ELKO Development Department 1751 College Avenue Elko, NV 89801 (775)777-7210

November 29, 2017

Braemar Construction LLC ATTN: Mr. Howard Schmidt, Developer Mr. Dusty Shipp, Project Manager Post Office Box 95410 South Jordan, UT 84095

RE: Violations of Elko City Code Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater)

Gentlemen:

Enclosed please find a Notice of Violation (NOV) issued pursuant to Elko City Code 9-6-13(A). As you are aware, there are several ongoing violations of ECC Title 9, Chapter 6 because of your activities at the development in the vicinity of Mittry Avenue and Cari Way. These violations are outlined in the attached NOV. Note that the NOV contains a deadline of 48 hours for completing the actions needed to restore and/or remediate the violations. Please contact the undersigned when the restorative/remediated actions are completed.

The violations outlined in the attached NOV, while serious, are relatively easy to correct. These actions are necessary for the protection of the environment, City infrastructure, and use of public streets and sidewalks. The City does not intend to hinder or delay your project, but taking the corrective actions outlined in the NOV will cost very little and can be completed in one or two hours.

Please review ECC 9-6-15 (Injunctive Relief), ECC 9-6-16 (Violations Deed a Public Nuisance), ECC 9-6-17 (Criminal Prosecution) and ECC 9-6-18 (Remedies not Exclusive) for information about the steps the City is able to take in order to enforce stormwater discharge requirements. As you will see, the consequences of violating this Chapter can be significant.

In the event you wish to appeal the attached NOV, you are directed to ECC 9-6-14, which provides that a "notice of appeal must be received within thirty (30) days from the date of the notice of violation." You will then be entitled to a hearing on the appeal before the Elko City Council and you may be represented by an attorney.

Please contact the undersigned with any questions you might have.

Sincerely,

Wen About f

Adeline Thibault Environmental Coordinator

Cc. Curtis Calder, City Manager Scott Wilkinson, Assistant City Manager David Stanton, City Attorney Chris Gravenstein, CESSWI, Technical, Compliance and Enforcement Inspector, Bureau of Water Pollution Control

NOTICE OF VIOLATION (Elko City Code Section 9-6-13)

YOU ARE HEREBY NOTIFIED that the City of Elko finds you have violated a prohibition or have failed to meet requirements of Title 9, Chapter 6 of the Elko City Code (Illegal Discharge and Connection to Stormwater), as follows:

- 1. Operating vehicles in such a manner as to track sediment onto City streets where it then washes into the City stormwater system.
- 2. Failing to place sediment barriers around stormwater drain inlets.

YOU ARE HEREBY ORDERED to abate the foregoing violations and restore the affected property as outlined in this Notice of Violation by completing the following actions 48 hours after receipt:

- 1. Eliminating all illegal discharges into the municipal stormwater system;
- 2. Ensuring that all violating discharges, practices, and operations cease and desist;
- 3. Abating all stormwater pollution or contamination hazards and restoring any affected property, to include, without limitation, preventing the operation of vehicles in such a manner as to track sediment onto roads and placing sediment barriers around stormwater drain inlets; and
- 4. Implementing source controls as prescribed in Braemar's Stormwater Pollution Prevention Plan (SWPPP) and the City of Elko's Construction Site Best Management Practices Handbook.

YOU ARE ADVISED that, should you fail to remediate and/or restore as provided herein within the established deadline, the work will be done by a designated governmental agency or contractor and the expense thereof shall be charged to you.

DATED this 29 day of November, 2017.

CITY OF ELKO

ala.

ADELINE THIBAULT Environmental Coordinator

NOTICE OF MEETING TO CONSIDER ALLEGED MISCONDUCT OF BRAEMAR CONSTRUCTION LLC

TO: BRAEMAR CONSTRUCTION, LLC

YOU ARE HEREBY NOTIFIED that the Elko City Council will hold an open meeting to consider the alleged misconduct of Braemar Construction LLC, a Utah Limited-Liability Company, on Tuesday, February 13, 2018. The meeting will be held at City Hall during the regular meeting of the Elko City Council, commencing at 4:00 p.m. PST. The purpose of the meeting will be to discuss allegations that you have violated and/or are in violation of Title 9, Chapter 6 of the Elko City Code (Illegal Discharge and Connection to Stormwater), as follows:

1. Operating vehicles in such a manner as to track sediment onto City streets where it then washes into the City stormwater system.

2. Failing to place sediment barriers around stormwater drain inlets.

These violations allegedly took place and/or are taking place in connection with a construction project on property near Jennings Way and Courtney Drive, Elko, Nevada.

YOU ARE HEREBY FURTHER NOTIFIED that the Elko City Council will consider authorizing legal and/or administrative action against Braemar Construction LLC for the aforementioned alleged violations of Title 9, Chapter 7 of the Elko City Code. In considering this authorization, the Elko City Council may consider, in its discretion, other alleged violations of the Elko City Code that have taken place during the past six (6) years in relation to projects conducted by Braemar Construction LLC within the Elko City limits.

YOU ARE ENTITLED to attend this meeting and to be represented by an attorney. During the meeting, you will be given the opportunity to present relevant information, including documents and photographs, and to make statements on the record. This information will be considered by the Elko City Council in making its decision.

DATED this _____ day of January, 2018.

DAVID M. STANTON ELKO CITY ATTORNEY

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible action to accept the 2017 Annual Report of Planning Commission Activities, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **NEW BUSINESS**
- 4. Time Required: **10 Minutes**
- 5. Background Information: Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 6, 2018, the Planning Commission took action to approve the 2017 Annual Report of Planning Commission Activities, and forward it to the Council. 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: 2017 Annual Report of Planning Commission Activities
- 9. Recommended Motion: Accept the 2017 Annual Report of Planning Commission Activities
- 10. Prepared By: Cathy Laughlin, City Planner
- 11. Committee/Other Agency Review: **Planning Commission**
- 12. Council Action:
- 13. Agenda Distribution:

City of Elko Planning Commission 2017 Annual Report

Chairman Aaron Martinez Vice-Chairman David Freistroffer Secretary Jeff Dalling Commissioner John Anderson Commissioner Kevin Hodur Commissioner Tera Hooiman Commissioner Stefan Beck

APPLICATIONS PROCESSED

A summary of the tasks and accomplishments of the City of Elko Planning Commission for the 2017 calendar year:

Application	2017	<u>2016</u>	2015
Annexations	3	1	3
Boundary Line Adjustments (admin.)	1	4	4
Conditional Use Permits	6	4	10
Appeals (City Council)	1	0	0
Curb, Gutter, Sidewalk Waivers	1* (C.C.)	3* (C.C.)	5 (C.C)
Appeals (City Council)	0	0	0
Home Occupation Permits (admin.)	37*	43*	39*
Land Sales/Leases/Acquisitions (C.C.)	2*	2*	2*
Parcel Maps (mostly administrative)	8*	7	10*
Parking Waivers	0	0	1
Reversions to Acreage (City Council)	2	5	1
Revocable Permits (mostly City Council)	4	3	3*
Rezones	12	10	15*
Appeals (City Council)	0	0	1
Subdivisions			
Pre-Applications, Stage 1	0	2	2
Preliminary Plats	2	2	2
Final Plats	2	4	6
Temporary Sign Clearances (admin.)	4	3	5
Temporary Use Permits	4	3	4
Vacations	1	3	9
Variances	5	2	6*
* see next page TOTAL	95	101	128

APPLICATIONS PROCESSED Cont.

Application

Curb, Gutter,	&	Sidewalk	Waivers
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Home Occupation Permits (admin.)

Land Sales/Leases/Acquisitions (C.C.)

- 1-2015 application on hold
- 2-2016 applications on hold
- 1-2017 application on hold
- 1 2017 application paid but never finished
- 1-2017 application withdrawn
- 2 2016 applications paid but never finished
- 1-2016 application withdrawn
- 2 2015 applications paid but never finished
- 1-2017 application in progress
- 1 2015 application refunded
- 1 2015 application on hold
- 3-2017 applications refunded
- 1 2015 application refunded
- 1 2015 application refunded
- 1 2015 application withdrawn and money applied to a new application
- 1 2015 application refunded

Parcel Maps

Revocable Permits Rezones

Variances

INTERACTION WITH and SUPPORT OF the REDEVELOPMENT AGENCY and the REDEVELOPMENT ADVISORY COUNCIL

- Analyzed applications within the Redevelopment Area for general conformance with the Redevelopment Plan.
- Commissioner Dalling is a member of the Redevelopment Advisory Council and therefore keeps the Planning Commission informed of redevelopment happenings.

CITY OF ELKO MASTER PLAN and other PROJECT PLANS

- Completed a new zoning district along the 5th Street corridor to be consistent with the City of Elko Master Plan
- Amendment to The Land Use Component, Transportation Component, and several Atlas Maps of the City of Elko Master Plan.
- Updated the City of Elko Land Inventory.
- Zoning revisions or clarification on properties throughout the City of Elko. (Ongoing)
- Review zoning for the RMH districts, revise map. (In progress)

CITY OF ELKO ZONING and SUBDIVISION ORDINANCE and CITY CODE AMENDMENTS

- Section 3-2-22 Street Designs Address rural road standards for improvement. (In Progress)
- New Residential Business District for the 5th Street Corridor was completed.
 - Ordinance 818 an update to Section 3-2-18 (G) for Home Occupations was completed.
- Add Section 3-2-29 Marijuana Establishments and Medical Marijuana Establishments Prohibited. (In Progress)
- Revisions to the Planning Department applications and fee schedule. (In Progress)
- Revisions to the Section 3-9 Sign Ordinance. (In progress)
- Revisions to Sections 3-3 Subdivisions (In progress)

PLANNING DEPARTMENT FILING FEES COLLECTED

	2017	2016
Annexations	\$ 2,250	\$ 500
Conditional Use Permits	\$ 4,875	\$ 3,000
Curb, Gutter and Sidewalk Waivers	\$ 50	\$ 150
Home Occupation Permits	\$ 800	\$ 1,075
Parking Waivers	\$0	\$0
Parcel Maps	\$ 1,425	\$ 1,825
Reversions to Acreage	\$ 600	\$ 1,500
Revocable Permits	\$ 1,600	\$ 1,200
Rezones	\$ 3,000	\$ 3,000
Subdivisions	\$ 6,925	\$ 7,125
Temporary Use Permits	\$ 400	\$ 600
Vacations	\$ 600	\$ 1,800
Variances	\$ 500	\$ 200

TOTAL FEES COLLECTED FOR 2017 \$ 23,025

2016 - \$21,975 (difference of \$1,050)

Agenda Item IV.C.

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of Staff's response to noted violations of statute and/or regulations in relation to the Fiscal Year 2017 Annual Audit, and other matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **NEW BUSINESS**
- 4. Time Required: **5 Minutes**
- 5. Background Information: The City violations are noted in the Fiscal Year 2017 letter from Hinton Burdick. Staff is required to respond to these violations with corrective actions, which must be approved by Council. JJ
- 6. Budget Information:

Appropriation Required: NA Budget amount available: NA Fund name: NA

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Letter to Department of Taxation
- 9. Recommended Motion: Council Pleasure
- 10. Prepared By: Jonnye Jund, Administrative Services Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution: Keri Gransberry, NV Department of Taxation kgransbery@tax.state.nv.us

Michael Spilker, Hinton Burdick mspilker@hintonburdick.com



City of Elko Finance Department 1751 College Avenue Elko, NV 89801 Phone: (775) 777-7100 Fax: (775) 777-7129

February 13, 2018

Keri Gransbery Budget Analyst Nevada Department of Taxation 1550 College Parkway, Suite 115 Carson City, Nevada 89706-7937

Dear Ms. Gransbery,

In response to our audit findings regarding items of noncompliance in the Annual Audit Report – Fiscal Year 2017, we submit the following:

Finding:

Criteria: The requirements NRS 332.800 state: "A member of the governing body may not be interested, directly or indirectly, in any contract entered into by the governing body, but the governing body may purchase supplies, not to exceed \$1,500 in the aggregate in any 1 calendar month, from a member of such governing body when not to do so would be of great inconvenience due to a lack of any other local source."

Condition: We noted that the City made a payment to a business which is directly owned by one of the City Councilmember's for \$3,103. We also noted that the City identified the billing error before payment was made and contacted the parties involved to resolve the situation.

Corrective Action

The City makes every effort to ensure compliance with NRS 332.800. Invoices that are presented for payment from Councilmember's businesses are scrutinized by finance on a monthly basis. We make every effort to limit transactions to the amounts permitted by NRS 332.800. We attempted to work through this particular transaction with the vendor. Once the invoice was presented for payment, we had no option other than to process it for payment as we did accept delivery of the goods. We have discussed this matter with the vendor as well as all of the department heads to ensure that this does not occur in the future.

We do not foresee this to be an issue in the future. Thank you for bringing this matter to my attention. If you have any questions, please contact me at (775) 777-7141.

Sincerely, Jonny Jund Jonnye June

Administrative Services Director

APPROVED BY THE GOVERNING BOARD

Elko City Council Agenda Action Sheet

- 1. Title: First Reading of Ordinance No. 826, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to, and not embraced within the present limits of the City of Elko described as follows: a parcel of land located northeast of the intersection of Statice Street and Delaware Avenue in Section 36, T. 35 N., R. 55 E., MDM, Elko County, Nevada, consisting of 62.03 acres, filed by Surebrec Holdings LLC., and processed as Annexation No. 2-17, and to direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **ORDINANCE**
- 4. Time Required: **10 Minutes**
- 5. Background Information: Council accepted the petition for the subject annexation on January 23, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on February 6, 2018, and took action to forward a recommendation of approval with findings back to Council. 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: Ordinance, P.C. Action Report, Staff reports and application
- 9. Recommended Motion: Conduct First Reading of Ordinance No. 826, and direct Staff to set the matter for public hearing, second reading, and possible adoption.
- 10. Prepared By: Cathy Laughlin, City Planner
- 11. Committee/Other Agency Review: Planning Commission, Elko County
- 12. Council Action:
- Agenda Distribution: Surebrec Holdings, LLC
 207 Brookwood Drive Elko, NV 89801

CITY OF ELKO ORDINANCE NO. 826

AN ORDINANCE INCREASING THE CORPORATE LIMITS OF THE CITY OF ELKO, NEVADA, PURSUANT TO THE PROVISIONS OF N.R.S. 268.670 ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF ELKO DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T. 35 N., R. 55 E., M.D.B. & M., ELKO COUNTY, NEVADA, CONSISTING OF 62.03 ACRES, MORE OR LESS.

WHEREAS, Surebrec Holdings, LLC is the owner of 100% of the property to be annexed and has petitioned the City Council of the City of Elko to annex such area into the city; and

WHEREAS, not less than 15% of the total boundary of the property is coterminous with the boundary of the City of Elko and the property is not embraced within the present limits of the City of Elko; and

WHEREAS, the City Council of the City of Elko desires to annex the property, pursuant to the terms of N.R.S. 268.670, after notifying the Board of Commissioners of Elko County of its intent to annex such area to the City of Elko; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO DOES ORDAIN:

SECTION 1: The City Council of the City of Elko has determined that the territory described above to be annexed has not less than fifteen percent (15%) of the total boundary of the property coterminous with the boundary of the City of Elko and the property is not embraced within the present limits of the City of Elko; and therefore, the City Council of the City of Elko has jurisdiction to annex the property into the City of Elko.

SECTION 2: The corporate limits of the City limits of the City of Elko are extended and increased so as to include and embrace within the corporate limits of the City of Elko the territory located generally on the northeast corner of the intersection of Statice Street and Delaware Avenue, and legally described in Exhibit "A" attached hereto, and such territory is hereby annexed and declared to be a part of the City of Elko.

SECTION 3: The map and plat attached to this ordinance as Exhibit "B" is an accurate map and plat of the territory annexed, which map and plat shows the legal boundaries thereof, together with all existing easements, streets, alleys and rights-of-ways.

SECTION 4: The Mayor of the City of Elko is hereby authorized and directed to certify that the map is an accurate map of the territory annexed under the provisions of this ordinance.

SECTION 5: This ordinance, with a copy of the legal description and official map and plat attached hereto, shall be recorded in the office of the Elko County Recorder, Elko County, Nevada.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

SECTION 7: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

SECTION 8: 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 printed and published in the City of Elko, for at least one publication.

SECTION 9: This ordinance shall be effective upon the publication mentioned in Section 8.

PASSED AND ADOPTED this __th day of _____, 2018 by the following vote of the City Council.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____th day of _____, 2018.

CITY OF ELKO

BY:_

CHRIS J. JOHNSON, MAYOR

ATTEST:

SHANELL OWEN, CITY CLERK

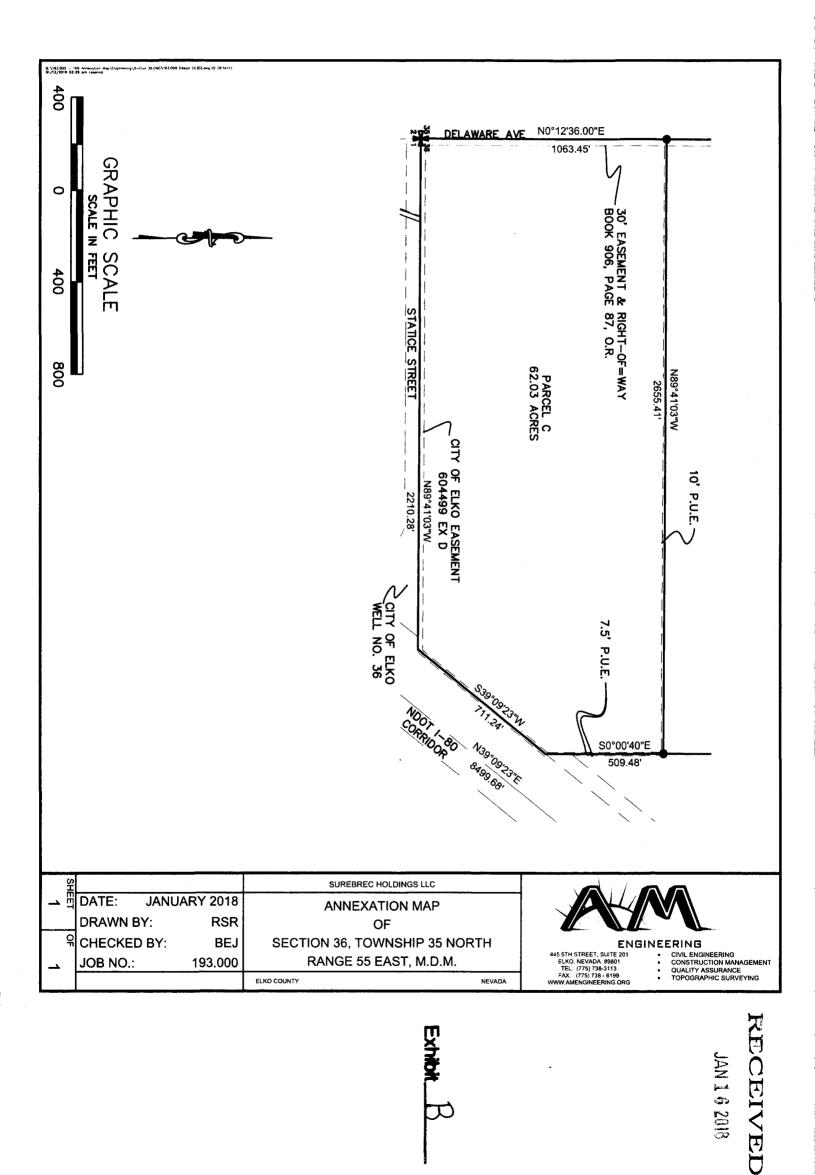
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Exhibit_A

JAN 0 9 2018

LEGAL DESCRIPTION:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF ELKO, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: PARCEL C, AS SHOWN ON A PARCEL MAP, FILED IN THE OFFICE OF THE COUNTY RECORDER OF ELKO COUNTY, STATE OF NEVADA, ON JANUARY 5, 2018 AS FILE NO. 735391





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 February 6, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on February 6, 2018 per City Code Section 3-2-4 C.:

Annexation No. 2-17 filed by Surebrec Holdings, LLC, consisting of approximately 62.03 acres of property located northeast of the intersection of Statice Street and Delaware Avenue, and matters related thereto.

WHEREAS, the Planning Commission, upon review and consideration of the application and supporting data, public input and testimony, forward a recommendation to City Council to adopt an ordinance which conditionally approves Annexation No. 2-17 subject to the conditions listed in the City of Elko Staff Report dated January 26, 2018 listed as follows:

Planning Department:

- 1. The applicant enters into an agreement with the City relinquishing or identifying any residual rights that may exist under the agreement between the State of Nevada and the City.
- 2. Right-of-Way for Delaware Avenue shall offered for dedication through the intersection with Aster Street. The offer of dedication shall be filed with the City with 45 days of annexation.
- 3. Right-of Way for Statice Street shall be offered for dedication from the intersection of Delaware Avenue extending to the intersecting property line of APN 001-860-065. The remainder of the easement shall remain for the designated use. The offer of dedication shall be filed with the City with 45 days of annexation.
- 4. Right-of Way for Ruby Vista shall be offered for dedication connecting existing right-ofway to the west and to the east. The offer of dedication shall be filed with the City with 45 days of annexation.

Development Department:

- 1. The property owners shall receive approval for a zone designation for the property to be consistent with the Land Use designation in the City of Elko Master Plan.
- 2. The property owners present a deed of dedication for right-of-way for Delaware Street, Statice Street, and Ruby Vista Drive, within 45 days of acceptance of the annexation by the City. The property owner shall work with City on the alignment of these right-ofways prior to being offered for dedication.
- 3. It appears from map 730066 that the property may be encumbered by an existing easement for ATT fiber, the map does not indicate the location of this easement through the parcel. The property owner shall contact AT&T, verify the location of the AT&T easement, and provide documentation of that location to the City. This condition is to be satisfied prior to concurrent with property development.

Utility Department:

1. Applicant vacates the existing waterline easements and replaces the easements with a right-of-way.

The Planning Commission's findings to support its recommendation are the annexation is consistent with the City's Land Use Component of the Master Plan. The proposed zoning of IC – Industrial Commercial would ensure conformance with the land use designation as shown in the Master Plan. The annexation is consistent with the City's Transportation Component of the Master Plan. Annexation of the property provides an immediate accrual to the tax base for the City. Annexation of the property does provide the opportunity for continued Light Industrial and Commercial land uses along Ruby Vista Drive, a Minor Arterial and Statice Street, an Industrial Collector ensuring the highest and best uses of the proposed roadways. The Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, identifies the area as having potential for annexation. The area proposed for annexation is not localized or isolated. The area proposed for annexation promotes development of future transportation and utility corridors, thus promoting future growth opportunities for the City. Annexation of the area will not have any immediate or negative impact on City resources. The area is located within the existing 5400 water zone and can be served from existing infrastructure. Other, required, utilities, such as sewer, power, and gas will be installed at developer expense to facilitate development of the property. The topography of the area is well suited for the proposed commercial and light industrial land uses. Development of the property will result in a positive economic impact to the community. Annexation and development of the property will not adversely influence the local government structure of the County nor the City. The proposed annexation satisfies considerations and/or concerns identified as minimum factors for consideration under NRS 268.646. The annexation has been evaluated in consideration of NRS 268.663 Section 3. The annexation has been evaluated under NRS 268.610 through 268.670, inclusive.

Attest:

Shelby Archuleta, Planning Technician

CC: Applicant Jeremy Draper, Development Manager (via email) Shanell Owen, City Clerk Ryan Limberg, Utility Director



City of Elko 1751 College Avenue Elko, NV 89801 (775) 777-7160 FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

DATE: PLANNING COMMISSION DATE: CITY COUNCIL DATE: AGENDA ITEM NUMBER: APPLICATION NUMBER: APPLICANT: PROJECT DESCRIPTION: ADDITIONAL APPLICATION: January 26, 2018 February 6, 2018 February 13, 2018 V.A Annexation 2-17 Surebrec Holdings, LLC 62.03 Acres Rezone 10-17

An annexation of approximately 62.03 acres. The parcel is located in Elko County adjacent to city property as shown below.



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact and conditions as stated in this report.

ANNEXATION 2-17 Surebrec Holdings, LLC APN: 006-10C-006

PROJECT INFORMATION

PARCEL NUMBER:	006-10C-006
PARCEL SIZE:	62.03 Acres
EXISTING ZONING:	General Agriculture (Elko County) applicant has requested Industrial Commercial zoning under rezone application 10-17
MASTER PLAN DESIGNATION:	Industrial Business Park (IND-BS PARK)
EXISTING LAND USE:	Undeveloped

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - o North: Elko County Property / Undeveloped
 - o West: Elko County Property / Partially developed Residential
 - o South: Industrial Business Park (IBP) / Developed
 - East: I-80 corridor

PROPERTY CHARACTERISTICS:

- The property is currently undeveloped.
- The property will be accessed from Ruby Vista Drive and Statice Street

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plan Sections, NRS Sections and City Code Sections and other coordinating plans are:

- 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 dated November 2012
- Nevada Revised Statutes 268.610 to 268.670, inclusive
- City of Elko Zoning Section 3-2-4 Establishment of Zoning Districts
- City of Elko Wellhead Protection Program

BACKGROUND INFORMATION:

- 1. The petition has been filed by Surebrec Holdings, LLC.
- 2. The applicant owns the property.

- 3. The petition includes all of APN 006-10C-006 lying northwesterly of the 1-80 interstate right-of-way. The area was a portion of a larger property controlled by the State of Nevada. The City Council took action May 23, 2017 committing two-acre feet of water to Surebrec Holdings LLC in order to facilitate County approval of the parcel map to facilitate transfer of ownership.
- 4. The City Council accepted the petition for the subject annexation on January 23, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission.
- 5. Planning Commission considered the application on February 6, 2018 and moved to recommend City Council adopt an ordinance which conditionally approves Annexation 2-17.
- 6. Annexation of the property is consistent with the Master Plan Land Use Component and Transportation Component of the plan.
- 7. The area fronts the I-80 corridor and Statice Street.
- 8. The area is identified as having annexation potential in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012.
- 9. 24" City water mains are located adjacent to the I-80 frontage and the Statice Street frontage
- 10. Sanitary sewer exists in Ruby Vista Drive but is too shallow to be utilized as a point of connection for gravity service. A lift station and forced main could be considered for this point of connection. A more practical point of connection would require a bore under I-80 to a point of connection near Union Pacific Way.
- 11. Other non-city utilities are located in the immediate vicinity.
- 12. Annexation of the property promotes the extension of Ruby Vista Drive as a frontage roadway adjacent to the I-80 corridor.
- 13. The property is encumbered with several utility easements. All the easement are logically located with the exception of the unknown location of an AT&T utility bisecting the property. There is an existing easement and utility agreement between the State of Nevada and the City that will require amendment. The agreement contains provisions governing utility easements located on the property. The applicant is agreeable to the proposed amendments.
- 14. Elko County was notified of the proposed annexation on January 16, 2018. They responded on January 24, 2018 with no concerns.
- 15. The applicant has requested an Industrial/Commercial zone classification for the area upon annexation of the property. The application is being processed concurrent with the annexation application.

MASTER PLAN:

Land Use:

- 1. Land Use is shown as Industrial Business Park.
- 2. The petitioner has filed an application for an Industrial/Commercial (IC) district to be designated on the property upon annexation of the property. The application will be processed in conjunction with the annexation application but acted on separately.
- 3. Supporting zone districts for Industrial Business Park are Industrial Business Park, Light

Industrial and Industrial Commercial.

- 4. Objective 5: Encourage development that strengthens the core of the City, and new annexations that are logical and orderly and do not promote sprawl.
- 5. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.
- 6. Objective 8: Encourage new development that does not negatively impact countywide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed annexation is in conformance with the Land Use Component of the Master Plan.

Transportation:

- 1. The area will be accessed from Statice Street or Ruby Vista Drive. The area could also be accessed from Delaware Avenue, which would be considered a secondary access.
- 2. Statice Street is classified as an Industrial Collector.
- 3. Ruby Vista Drive is classified as a Minor Arterial.
- 4. Delaware Avenue is classified as a local roadway.

The proposed annexation is compatible with the Transportation Component of the Master Plan.

DEVELOPMENT FEASIBILITY, LAND USE, WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION INFRASTRUCTURE AND ANNEXATION POTENTIAL REPORT – NOVEMBER 2012

- 1. The area is identified as having annexation potential as shown in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012.
- 2. The area can be served from the existing 5400 water zone. There is a 24-inch water line along the frontage of Statice Street. There is a 24-inch water line fronting the property on the I-80 frontage.
- 3. There is power located on Statice Street frontage as well as at the intersection of Ruby Vista Dr. and Statice Street.
- 4. There is natural gas located at the intersection of Ruby Vista Dr. and Statice Street.
- 5. Developable area is estimated to be approximately 62.03 acres less typical roadway and utility reductions.
- 6. The property is currently undeveloped.
- 7. Sewer is currently not available in this location. Design of sewer may take into consideration boring under I-80 to Union Pacific Way.
- 8. Annexation of the area is logical and orderly and supports long range planning in the City's Master Plan.

The proposed annexation is consistent with the goals, objectives and supports long range planning as outlined in the report.

NEVADA REVISED STATUTE:

<u>NRS 268.636(1)</u> states whenever the majority of property owners of any territory lying <u>contiguous</u> to a city desire to annex such territory to the city, they may cause an accurate map of plat of the territory to be made under the supervision of a competent surveyor. The map is to be filed with the city.

The property owner's representative has submitted the required map. The applicant owns the entire area proposed for annexation. The property boundary is approximately 7,149.86 feet with 3,431 feet contiguous to City of Elko boundary on the south, I-80 frontage and east lot lines. This equates to approximately 48% of the property boundary as contiguous to the City's incorporated boundary.

<u>NRS 268.646 requires minimum factors to be considered in the review of a proposed</u> annexation.

<u>NRS 268.646(1)</u> requires the evaluation of factors such as population, population density, land area and land uses, per capita assessed valuation, topography, proximity to other populated areas and the likelihood of significant growth within the next 10 years in the area and adjacent areas.

The total area proposed for annexation is approximately 62.03 acres.

The topography of the area is well suited for the proposed commercial and light industrial land uses.

The location and proposed land uses of the area are supported by existing and proposed roadways.

There is a high probability of property development based on recent and current property development in the immediate vicinity. There is a lack of additional acreage for this type of land use promoting efficient utilization of the existing and proposed roadways located in this area of the community.

<u>NRS 268.646 (2)</u> requires the evaluation for the need for organized community services, the present cost of and adequacy of governmental services and controls in the area, probable future needs for such services and controls, and the probable effect of the proposed formation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent area.

General

Annexation of the property does provide the opportunity to for continued light industrial and commercial land uses along Ruby Vista Dr.

Land Division and Potential Zoning

The property is undeveloped. The property is large enough to support parceling or subdivision as it is currently one large undeveloped parcel.

The application identifies the zoning classification that is being requested upon annexation of the property as Industrial Commercial. The purpose of the (IC) Industrial Commercial zoning district is to provide and preserve transitional areas characterized by surrounding commercial and industrial districts appropriate for a mixture of commercial uses and small scale industrial uses which are not associated with excessive levels of noise, dust, odor, vibration or smoke.

The proposed zoning would be complimentary to the land use shown in the Master Plan.

Sewer

Sanitary sewer does not exist in the immediate area. Sewer service will be extended into the area as property development occurs.

<u>Water</u>

City of Elko water exists in the immediate area. The property can be served off the existing 5400 water zone with the water line that exists on the Statice Street frontage as well as the line existing on the I-80 frontage.

Access

Primary access will be from Statice Street, an Industrial Collector and/or from Ruby Vista Drive, a Minor Arterial.

Other Services

The size and location of the property will not place any significant burden on other City services.

<u>NRS 268.646(3)</u> requires the evaluation of the proposed annexation and of alternative actions on adjacent areas, on mutual social and economic interests and on local governmental structure of the county.

Annexation of the property is not expected to have any long-term adverse impacts on adjacent areas. The area fronts the I-80 right-of-way and light industrial development. The area is isolated from County residential development by either developed roadways or access easements. Code requirements for property development and uses allowed in the proposed district and/or the designated land use in the Master Plan will ensure that property development will not have an adverse impact on surrounding areas.

Development of the property will result in a positive economic impact to the community.

Annexation and development of the property will not adversely influence the local government structure of the County nor the City.

<u>NRS 268.646(4)</u> requires the evaluation of the proposed annexation and of alternative actions upon the availability of water and requirement of water and other natural resources throughout the affected area.

The City currently has approximately 18,000-acre feet of water rights available and is utilizing approximately 50% of that supply. Based on the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, there was projected deficit of 700 - 800 (3.8% - 4.4% of the total) acre feet of water to serve annexed areas in addition to areas identified as a having annexation potential. Upon adoption of the report, the Council determined that through optimization of the plan and optimization of water usage, the projected shortfall did not present a significant concern. Areas identified in the report as having annexation potential provide orderly and logical growth of the City and are generally aligned with future transportation and utility corridors.

The Council has taken action, subsequent to the adoption of the report, to approve a realignment of Errecart Blvd. reducing area required for annexation along the Errecart Blvd alignment. This

decision has resulted in a net reduction of projected water consumption by over 500 acre feet, nearly offsetting the projected deficit referenced.

Proper storm water controls would mitigate any potential impacts from storm water runoff.

Annexation of the property will not negatively impact other natural resources in the area.

<u>NRS 268.646(5)</u> requires a determination by the Bureau of Land Management that the territory proposed to be annexed is suitable for residential, commercial, or industrial development, or will be opened to private acquisition.

The area proposed for annexation does not fall under the jurisdiction of the Bureau of Land Management.

<u>NRS 268.646(6)</u> requires a determination that the annexation is consistent with any applicable comprehensive regional plan, area plan or master plan and any program of annexation adopted and certified pursuant to NRS 268.625.

The City of Elko Master Plans specifically addresses the annexation of property under Objective 5 as outlined in Best Practice 5.1 and Best Practice 5.3. City Staff has identified areas having potential for annexation that promote logical and orderly growth of the community. Those areas are identified in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. The proposed annexation is in an area that is identified as having annexation potential.

The Land Use component of the Master Plan contains an exhibit showing the area as Industrial Business Park, which is consistent with the corresponding zoning district of Industrial Commercial.

<u>NRS 268.663(3)</u> requires the portions of the county roads, which provide the primary access to the subdivision, are also annexed and become city streets.

Delaware Avenue is currently a partially developed County roadway. The westerly portion of the roadway (developed) is dedicated right-of-way. The easterly portion of the roadway is recorded as an access easement and is undeveloped. Staff is recommending a condition of the annexation for the applicant to dedicate the easement portion of the roadway as a right-of-way allowing for the potential development of the roadway if required. The dedication of right-of-way would extend past the Delaware Ave. and Aster Street intersection. Delaware Avenue will not be the primary access to the property but may be developed as a secondary access.

Ruby Vista Drive currently ends at the intersection of Statice Street. Staff is recommending a condition of the annexation that the applicant dedicate Ruby Vista Drive frontage as a right-ofway allowing for the development of the roadway for primary access to the parcel and a continuation of Ruby Vista Drive. The right-of-way will connect to right-of-way of record acquired under prior annexations.

Statice Street as a partially developed roadway located within the City's incorporated boundary. Statice Street has been developed within an existing 62' wide roadway easement. Staff is recommending as a condition of the annexation that the applicant dedicate Statice Street 20' wide easement as a right-of-way allowing for the development and full build out of Statice Street to be utilized as primary access to the parcel.

ELKO CITY CODE SECTION 3-2-4

The petitioner has filed an application for an Industrial/Commercial (IC) district to be designated on the property upon annexation of the property. The application will be processed in conjunction with the annexation application but acted on separately.

The following section of code provides the Planning Commission and City Council the discretion to designate an appropriate zone district after holding the appropriate public hearing:

Section 3-2-4 D. Classification Of Annexed Areas: All territory which is annexed to the city after the effective date hereof shall be zoned upon annexation AG general agriculture, unless the planning commission shall recommend and/or the city council shall otherwise designate the zoning district after holding duly advertised public hearings in accordance with section 3-2-21 of this chapter. As part of considering any petition for annexation of territory to the city, a review of conformance with the city master plan, including land use designation, shall be performed by the planning commission, with recommendations forwarded to the city council. If said annexation necessitates substantial amendment to the master plan, the planning commission may adopt such amendment only after holding duly advertised public hearings in accordance with Nevada Revised Statutes section 278.210.

CITY OF ELKO WELLHEAD PROTECTION PROGRAM

The property is adjacent to an existing well and therefore a portion of the property is within the 2-year capture zone and the remainder of the parcel is within the 5-year capture zone. Future development will require conformance to the City of Elko Wellhead Protection Program.

FINDINGS

- 1. The annexation is consistent with the City's Land Use Component of the Master Plan. The proposed zoning of IC- Industrial Commercial would ensure conformance with the land use designation shown in the Master Plan.
- 2. The annexation is consistent with the City's Transportation Component of the Master Plan.
- 3. Annexation of the property provides an immediate accrual to the tax base for the City.
- 4. Annexation of the property does provide the opportunity for continued Light Industrial and Commercial land uses along Ruby Vista Drive, a Minor Arterial and Statice Street, an Industrial Collector ensuring the highest and best uses of the proposed roadways.
- 5. The Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, identifies the area as having potential for annexation.
- 6. The area proposed for annexation is not localized or isolated.
- 7. The area proposed for annexation promotes development of future transportation and utility corridors thus promoting future growth opportunities for the City.

- 8. Annexation of the area will not have any immediate or negative impact on City resources. The area is located within the existing 5400 water zone and can be served from existing infrastructure.
- 9. Other, required, utilities such as sewer, power and gas will be installed at developer expense to facilitate development of the property.
- 10. The topography of the area is well suited for the proposed commercial and light industrial land uses.
- 11. Development of the property will result in a positive economic impact to the community.
- 12. Annexation and development of the property will not adversely influence the local government structure of the County nor the City.
- 13. The proposed annexation satisfies considerations and/or concerns identified as minimum factors for consideration under NRS 268.646 and has been evaluated in consideration of NRS 268.663(3).
- 14. The proposed annexation has been evaluated in consideration of NRS 268.610-268.670 inclusive.

STAFF RECOMMENDATION:

Staff recommends conditional approval of Annexation 2-17 with adoption of Ordinance 826, first reading, public hearing and second reading prior to adoption. If approved by the City Council, the conditions will be included in the annexation ordinance.

Planning Department:

- 1. The applicant enters into an agreement with the City relinquishing or identifying any residual rights that may exist under the agreement between the State of Nevada and the City.
- 2. Right-of-Way for Delaware Avenue shall offered for dedication through the intersection with Aster Street. The offer of dedication shall be filed with the City with 45 days of annexation.
- 3. Right-of Way for Statice Street shall be offered for dedication from the intersection of Delaware Avenue extending to the intersecting property line of APN 001-860-065. The remainder of the easement shall remain for the designated use. The offer of dedication shall be filed with the City with 45 days of annexation.
- 4. Right-of Way for Ruby Vista shall be offered for dedication connecting existing right-ofway to the west and to the east. The offer of dedication shall be filed with the City with 45 days of annexation.

Development Department:

- 1. The property owners shall receive approval for a zone designation for the property to be consistent with the Land Use designation in the City of Elko Master Plan.
- 2. The property owners present a deed of dedication for right-of-way for Delaware Street, Statice Street, and Ruby Vista Drive, within 45 days of acceptance of the annexation by the City. The property owner shall work with City on the alignment of these right-ofways prior to being offered for dedication.

3. It appears from map 730066 that the property may be encumbered by an existing easement for ATT fiber, the map does not indicate the location of this easement through the parcel. The property owner shall contact AT&T, verify the location of the AT&T easement, and provide documentation of that location to the City. This condition is to be satisfied prior to/or concurrent with property development.

Utility Department:

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1. Applicant vacates the existing waterline easements and replaces the easements with a right-of-way.



To: Planning Commission
From: Jeremy Draper, Development Department
Date: January 18, 2018
Re: Annexation Petition 2-17, Surebrec Holding, LLC

The City of Elko Development Department has reviewed the annexation application offers the following comments for consideration to aid the Planning Commission's review of the above referenced application: Applicable Master Plan Sections, NRS Sections and City Code Sections and other coordinating plans are:

- City of Elko Master Plan Land Use Component
- City of Elko Master Plan Streets and Highways Component
- City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012
- Nevada Revised Statutes 268.610 to 268.670, inclusive
- City of Elko Zoning Section 3-2-4 Zoning Districts
- City of Elko Wellhead Protection Program

BACKGROUND INFORMATION:



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- 1. The petition includes that portion of APN 006-10C-006 lying just north of the intersection of Ruby Vista Drive and Statice St and contains approximately 62.03 acres of land.
- 2. The area is identified as having annexation potential as shown in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012.
- 3. The area fronts Statice Street, Ruby Vista Drive and Delaware Avenue.
- 4. There is City water and City sewer within the vicinity of the property.
- 5. The City has a non-exclusive waterline easement as was granted by the State and is record number 604499. It appears that this agreement provided for a specific number of water taps in part for the easements being granted.
- 6. Other non-city utilizes are located in the immediate area.
- 7. The area was included in the land use component of the master plan showing the area as Industrial Business Park.
- 8. The applicant has indicated they will request a rezone for an Industrial Commercial District in conjunction with the annexation application, this is being reviewed as rezone application 10-17.
- 9. The proposed annexation is logical and orderly.

MASTER PLAN:

Land Use:

- 1. Land Use is shown as Industrial Business Park.
- 2. The petitioner has submitted an application, rezone 10-17, for the rezone to an IC-Industrial Commercial District.
- 3. Section 3-2-4-D of City Code states that a review of conformance with the City master plan, including land use designation shall be performed by the planning commission. The applicant has applied for a rezone to an IC-Industrial Commercial District zone.
- 4. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to ensure economic sustainability as well as strengthen the community's image.
- 5. Objective 8: 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.

Transportation:

- 1. The area fronts Statice Street, an Industrial Collector, Ruby Vista Drive, a Minor Arterial, and Delaware Street, a local roadway.
- 2. Delaware Street currently exists as a 30' wide roadway within Section 35, and a 30' wide easement and right-of-way within Section 36 on the property considered for annexation. As a condition of annexation this 30' easement should be offered for dedication as right-of-way.
- 3. Statice Street exists as an existing 62' wide future roadway, access, drainage and utility easement within the City, on the properties south of this property considered for annexation. There is an existing 20' wide waterline easement along the southern property line and adjacent to the roadway easement. The developer shall dedicate this 20' easement as right-of-way, expanding the right-of-way at the Delaware Street intersection to provide a better alignment up to a point where Statice Street changes directions, the remainder should be dedicated as a utility easement.

Page 3 of 7

4. Ruby Vista Drive contains a 20' waterline easement over the existing waterline. The City has determined the appropriate alignment for Ruby Vista Drive and has completed a legal description for this right-of-way this right-of-way shall be offered for dedication as part of the annexation.

DEVELOPMENT FEASIBILITY, LAND USE, WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION INFRASTRUCTURE AND ANNEXATION POTENTIAL REPORT – NOVEMBER 2012

- 1. The area is identified as having annexation potential.
- 2. This area is adjacent to developed property currently located within the incorporated boundary of the City.
- 3. The area can be served off of the existing 5400 water zone. A water line is existing in Statice Street and Ruby Vista Drive.
- 4. Developable area is estimated to be approximately 62.03 acres, the property is currently undeveloped. For industrial properties the assumed density is approximately 1 unit per 13.4 acres, or a total of 4.6 units of Industrial property. The assumption for commercial properties is 1 unit per 2.5 acres, or a total of 24.8 units of Commercial property. It can be anticipated as this property develops within the IC zoning district a mixture of Industrial and Commercial uses will be developed.
- 5. Sewer is currently unavailable in this location. There is a sewer main within the Ruby Vista Drive right-of-way, approximately 700' southwest of this property within the Ruby Vista Drive right-of-way. However this sewer main is too shallow to be extended and provide service to this property. The City utility plan identified this area to be served by sewer resulting from a bore underneath I-80.
- 6. Annexation of the area is logical and orderly.

NEVADA REVISED STATUTE:

<u>NRS 268.636(1)</u> states whenever the majority of property owners of any territory lying <u>contiguous</u> to a city desire to annex such territory to the city, they may cause an accurate map of plat of the territory to be made under the supervision of a competent surveyor. The map is to be filed with the city.

The property owner's representative has submitted the required map.

NRS 268.646 requires minimum factors to be considered in the review of a proposed annexation.

<u>NRS 268.646(1)</u> requires the evaluation of factors such as population, population density, land area and land uses, per capita assessed valuation, topography, proximity to other populated areas and the likelihood of significant growth within the next 10 years in the area and adjacent areas.

The total annexed area consists of approximately 62.03 acres.

The property is currently undeveloped and proposed to be developed as an IC property. There are existing county residential properties to the west of this property that appear to be fully developed. The proposed zone does provide for a mix of commercial and industrial properties. It does not appear that there will be any adverse effects on population or significant growth in population resulting from this annexation.

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<u>NRS 268.646 (2)</u> requires the evaluation for the need for organized community services, the present cost of and adequacy of governmental services and controls in the area, probable future needs for such services and controls, and the probable effect of the proposed formation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent area.

General

Annexation of the property does provide the opportunity to provide continued light industrial land use along Ruby Vista Drive, a Minor Arterial.

Land Division and Potential Zoning

The property is undeveloped. Developable area is estimated to be approximately 62.03 acres, the property is currently undeveloped. For industrial properties the assumed density is approximately 1 unit per 13.4 acres, or a total of 4.6 units of Industrial property. The assumption for commercial properties is 1 unit per 2.5 acres, or a total of 24.8 units of Commercial property. It can be anticipated as this property develops within the IC zoning district a mixture of Industrial and Commercial uses will be developed.

The application identifies the zoning classification requested upon annexation as IC-Industrial Commercial.

The purpose of the IC zoning district is to provide and preserve transitional areas characterized by surrounding commercial and industrial districts appropriate for a mixture of commercial uses and small scale industrial uses which are not associated with excessive levels of noise, dust, odor, vibration or smoke.

<u>Sewer</u>

Sewer is currently unavailable in this location. There is a sewer main within the Ruby Vista Drive right-of-way, approximately 700' southwest of this property within the Ruby Vista Drive right-of-way. However this sewer main is too shallow to be extended and provide service to this property. The City utility plan identified this area to be served by sewer resulting from a bore underneath I-80.

<u>Water</u>

City of Elko water service exists in the Ruby Vista Drive and Statice Street areas, this property can be serviced from the existing 5400 water zone.

Access

A proposed layout of facilities has not been provided for this property but it is expected that primary access will be from either Ruby Vista Drive, or Statice Street.

Other Services

The size and location of the property is not expected to place any significant burden on other City services.

Page 5 of 7

<u>NRS 268.646(3)</u> requires the evaluation of the proposed annexation and of alternative actions on adjacent areas, on mutual social and economic interests and on local governmental structure of the county.

Annexation of the property is <u>not</u> expected to have any long-term adverse impacts on adjacent areas.

<u>NRS 268.646(4)</u> requires the evaluation of the proposed annexation and of alternative actions upon the availability of water and requirement of water and other natural resources throughout the affected area.

The City currently has approximately 18,000 acre feet of water rights available and is utilizing approximately 50% of that supply. Based on the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, the City could face a potential <u>shortfall</u> of 700 – 800 acre feet of water to serve annexed areas in addition to areas identified as a having annexation potential. Areas identified as having annexation potential provide orderly and logical growth of the City and are generally aligned with future transportation corridors.

Proper storm water controls would mitigate any potential impacts from storm water runoff.

Annexation of the property will not negatively impact other natural resources in the area.

<u>NRS 268.646(5)</u> requires a determination by the Bureau of Land Management that the territory proposed to be annexed is suitable for residential, commercial, or industrial development, or will be opened to private acquisition.

The area proposed for annexation does not fall under the jurisdiction of the Bureau of Land Management.

<u>NRS 268.646(6)</u> requires a determination that the annexation is consistent with any applicable comprehensive regional plan, area plan or master plan and any program of annexation adopted and certified pursuant to NRS 268.625.

The City of Elko Master Plans specifically addresses the annexation of property under Objective 5 as outlined in Best Practice 5.1 and Best Practice 5.3. City Staff has identified areas having potential for annexation that promote logical and orderly growth of the community. The proposed annexation is in an area that is identified as having annexation potential.

The Land Use component of the Master Plan contains an exhibit showing the area as industrial business park.

<u>NRS 268.663(3)</u> requires the portions of the county roads which provide the primary access to the subdivision are also annexed and become city streets.

Delaware Street exists partially as a dedicated right-of-way and partially as an easement, a condition of annexation will be dedicate the other half of this right-of-way. It is not anticipated that this right-of-way will provide primary access to this parcel.

City Code Section 3-2-4

Page 6 of 7

A companion rezone application has been filed with the City requesting a zone of IC-Industrial Commercial.

The following section of code provides the PC and CC the discretion to designate an appropriate zone district after holding the appropriate public hearing:

Section 3-2-4 D. Classification Of Annexed Areas: All territory which is annexed to the city after the effective date hereof shall be zoned upon annexation AG general agriculture, unless the planning commission shall recommend and/or the city council shall otherwise designate the zoning district after holding duly advertised public hearings in accordance with section <u>3-2-21</u> of this chapter. As part of considering any petition for annexation of territory to the city, a review of conformance with the city master plan, including land use designation, shall be performed by the planning commission, with recommendations forwarded to the city council. If said annexation necessitates substantial amendment to the master plan, the planning commission may adopt such amendment only after holding duly advertised public hearings in accordance with Nevada Revised Statutes section 278.210.

CITY OF ELKO WELLHEAD PROTECTION PROGRAM

The property is located within the 5 year capture area, with a portion in the southeast corner of the property within the 2 year capture area of the wellhead protection area. Conformance with this plan is required.

SUMMARY

Factors for consideration

- 1. The area is identified as having annexation potential in the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. The annexation of this property appears to promote the logical and orderly growth of the City.
- 2. The area is identified in the Master Plan as suitable for industrial business park land use.
- 3. The City resources committed in support for development of the property under an IC land use are minimal.
- 4. Maintenance obligations are not a concern with the annexation of the property. City obligations for infrastructure maintenance will occur as the property develops.
- 5. The property is currently developed and the property owners have indicated they wish to subdivide the property.

FINDINGS

1. The annexation is consistent with the City' Land Use Component of the Master Plan. Appropriate zoning of the property is required as the property develops to ensure conformance with the land use designation shown in the Master Plan. Page 7 of 7

- 2. The annexation is consistent with the City' Transportation Component of the Master Plan.
- 3. The Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, identifies the area as having potential for annexation.
- 4. The area proposed for annexation is not localized, isolated and does promote future transportation and utility corridors promoting future growth opportunities within the City.
- 5. Annexation of the area is not expected to have any immediate or negative impact on City resources. The area can be served from the existing 5400 water zone. Additional utility and roadway infrastructure will be installed at developer expense to facilitate development of the property.

RECOMMENDATION

The City of Elko Development Department recommends approval of Annexation 2-17 be forwarded to the City Council based on the following conditions:

- 1. The property owners shall receive a rezone of their property to be consistent with the Land Use designation in the City of Elko Master Plan.
- 2. The property owners present a deed of dedication for right-of-way for Delaware Street, Statice Street, and Ruby Vista Drive, within 45 days of acceptance of the annexation by the City. The property owner shall work with City on the alignment of these right-of-ways prior to being offered for dedication.
- 3. It appears from map 730066 that the property may be encumbered by an existing easement for ATT fiber, the map does not indicate the location of this easement through the parcel. The property owner shall contact AT&T and verify the location of the AT&T easement and provide documentation of that location to the City.

JOHN W. KINGWELL SUPERVISOR/ PLANNER CODE ENFORCEMENT 775-748-0214 ikingwell@elkocountyny.net

PEGGY PIERCE-FITZGERALD PLANNING TECHNICIAN/ GIS OPERATOR 775-748-0215 pfitzgerald@elkocountynv.net



Elko County Planning & Zoning Division

540 Court Street, Suite 104 Elko, Nevada 89801 775-738-6816 Ext. #3 (fax) 775-738-4581 www.elkocountynv.net

January 24, 2018

Shelby Archuleta City of Elko Planning Technician 1751 College Ave. Elko, NV 89801

Hello Shelby,

In reference to Annexation No. 2-17, Elko County does not oppose or have any concerns at this time.

Ale in Carnel

John W. Kingwell Elko County Planning and Zoning

RECEIVED

JAN 2 9 2018



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 16, 2018

Elko County Planning and Zoning Attn: John Kingwell 540 Court Street, Suite 104 Elko, NV 89801

Re: Annexation No. 2-17

In accordance with the Communication Policy between the City of Elko and Elko County and pursuant to Section 268.670 (1) of Nevada Revised Statutes, the City of Elko hereby notices and advises the Board of County Commissioners of the County of Elko of the City's intention to consider annexation of contiguous territory as petitioned by Surebrec Holdings, LLC. Please find enclosed a double-sided copy of the application for annexation and map of the area for your review and comment.

The subject property consists of approximately 62.03 acres and is located generally on the northeast corner of the intersection of Statice Street and Delaware Avenue.

The subject property satisfies minimum State criteria for annexation.

Review by the Elko City Planning Commission is scheduled for February 6, 2018.

Please submit written comments to the City of Elko Planning Department as soon as possible. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Please feel free to contact me if you have any questions concerning this matter.

Sincerely,

relies Archilleto

Shelby Archuleta Planning Technician

Enclosures



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 (775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR ANNEXATION

The applicant (100% of all property owners) hereby petitions the Elko City Council to annex to the City of Elko certain real property by ordinance, to be adopted pursuant to NRS 268.670. Said property petitioned for annexation is legally described as follows: (Attach if necessary)

See Attached		
ASSESSOR PARCEL NUM (This is not the legal des	BER (S): <u>006 - 10C</u> - (cription)	006
	PROPERTY OWNERS: (Attac	h additional pages if necessary)
Robert Fitzgerald Surebrec Holdings, LLC	Ral	775-219-8199
(Print Name)	Signature	Telephone Number
207 Brookwood Dr, Elko, NV 89801		
	Mailing Address	
(Print Name)	Signature	Telephone Number
	Mailing Address	
(Print Name)	Signature	Telephone Number
	Mailing Address	
	RE	ECEIVED
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FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice, and will take a <u>minimum</u> of 8 weeks.

<u>Fee</u>: 10 acres or less \$500.00, greater than 10 acres through 50 acres \$750.00, greater than 50 acres \$1,250.00. The filing fee shall be paid in full prior to consideration of the annexation request by the Planning Commission.

<u>Annexation Map</u>: An annexation map or record of survey of the area proposed for annexation provided by a properly licensed surveyor. Such map shall include the proposed acreage to be annexed, and the length and percentage of common boundary (at least 15%) with the corporate limits of the City. If the property abuts a road not already in the City limits, at least one half of the road must be included in the map and legal description (see N.R.S. 268.663).

Legal Description: A complete legal description of all property proposed for annexation.

<u>Plot Plan</u>: If the property is improved, a surveyed plot plan showing property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.

<u>Note</u>: One .pdf (email is okay) of the entire application must be submitted, as well as one set of legible, reproducible plans 8 $\frac{1}{2}$ x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Annexation request

- 1. Identify the existing zoning classification of the property: Open Space
- 2. Identify the zoning classification being requested upon annexation: I.C. (A separate zone change application must be submitted for the requested classification.)
- 3. Explain in detail the type and nature of the use anticipated for the property.

A mixture of commercial and small scale industrial uses which may include retail and service activities, office buildings, public and quasi-public land uses, building and material sales, lumber yards, automotive dealerships, and/or conditional uses permitted to include gas station, RV parks, residential uses.

Using light industrial and/or commercial development standards where appropriate.

4. Identify any unique physical features or characteristics associated with the property.

Flat, no unique physical features

5. Identify the type and extent of City infrastructure anticipated for service to the property such as streets, sewer, and water service.

Street, Sewer, and Water Service

6. Identify any water rights which will support the annexed property: _ 2AF that was dedicated to create the parcel

(Use additional pages if necessary to address questions 3 through 6)

By My Signature below:

I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.

I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not 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 / Agen	Surebrec Holdings, LLC
	(Please print or type)
Mailing Address	207 Brookwood Drive
	Street Address or P.O. Box
	Elko, Nevada 89801
	City, State, Zip Code
	Phone Number: 775-219-8199
	Email address: rob.fitz@earthlink.net
SIGNATURE.	
0	FOR OFFICE USE ONLY
File No.: <u>2 - 17</u>	Date Filed: 11/2/17 Fee Paid: \$1250 CK# 1042

Revised 12/04/15

Elko City Council Agenda Action Sheet

- 1. Title: First Reading of Ordinance No. 827, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to and not embraced within the present limits of the City of Elko described as follows: a parcel of land located on the north side of West Idaho Street approximately 2,500 feet east of I-80 Exit 298, in Section 19, T. 34 N., R. 55 E., MDM, Elko County, Nevada, consisting of 3 acres, filed by Swire Coca-Cola USA and processed as Annexation No. 3-17, and to direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **ORDINANCE**
- 4. Time Required: **10 Minutes**
- 5. Background Information: Council accepted the petition for the subject annexation on January 9, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on February 6, 2018, and took action to forward a recommendation of approval with findings back to Council. 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: Ordinance, P.C. Action Report, Staff reports and application
- 9. Recommended Motion: Conduct First Reading of Ordinance No. 827, and direct Staff to set the matter for public hearing, Second Reading, and possible adoption.
- 10. Prepared By: Cathy Laughlin, City Planner
- 11. Committee/Other Agency Review: Planning Commission, Elko County
- 12. Council Action:
- 13. Agenda Distribution: Swire Coca-Cola, USA Attn. Mr. Dan Reid 12634 South 265 West Draper, UT 84020

CITY OF ELKO ORDINANCE NO. 827

AN ORDINANCE INCREASING THE CORPORATE LIMITS OF THE CITY OF ELKO, NEVADA, PURSUANT TO THE PROVISIONS OF N.R.S. 268.670 ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF ELKO DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN SECTIONS 19 AND 20, T. 34 N., R. 55 E., M.D.B. & M., ELKO COUNTY, NEVADA, CONSISTING OF 3.00 ACRES, MORE OR LESS.

WHEREAS, Swire Pacific Holdings, Inc. is the owner of 100% of the property to be annexed and has petitioned the City Council of the City of Elko to annex such area into the city; and

WHEREAS, not less than 15% of the total boundary of the property is coterminous with the boundary of the City of Elko and the property is not embraced within the present limits of the City of Elko; and

WHEREAS, the City Council of the City of Elko desires to annex the property, pursuant to the terms of N.R.S. 268.670, after notifying the Board of Commissioners of Elko County of its intent to annex such area to the City of Elko; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO DOES ORDAIN:

SECTION 1: The City Council of the City of Elko has determined that the territory described above to be annexed has not less than fifteen percent (15%) of the total boundary of the property coterminous with the boundary of the City of Elko and the property is not embraced within the present limits of the City of Elko; and therefore, the City Council of the City of Elko has jurisdiction to annex the property into the City of Elko.

SECTION 2: The corporate limits of the City limits of the City of Elko are extended and increased so as to include and embrace within the corporate limits of the City of Elko the territory located generally on the north side of West Idaho Street, approximately 2,500 feet east from I-80 Exit 298, and legally described in Exhibit "A" attached hereto, and such territory is hereby annexed and declared to be a part of the City of Elko.

SECTION 3: The map and plat attached to this ordinance as Exhibit "B" is an accurate map and plat of the territory annexed, which map and plat shows the legal boundaries thereof, together with all existing easements, streets, alleys and rights-of-ways.

<u>SECTION 4</u>: The Mayor of the City of Elko is hereby authorized and directed to certify that the map is an accurate map of the territory annexed under the provisions of this ordinance.

SECTION 5: This ordinance, with a copy of the legal description and official map and plat attached hereto, shall be recorded in the office of the Elko County Recorder, Elko County, Nevada.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

SECTION 7: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

SECTION 8: 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 printed and published in the City of Elko, for at least one publication.

SECTION 9: This ordinance shall be effective upon the publication mentioned in Section 8.

PASSED AND ADOPTED this ____th day of _____, 2018 by the following vote of the City Council.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this _____th day of _____, 2018.

CITY OF ELKO

BY:

CHRIS J. JOHNSON, MAYOR

ATTEST:

SHANELL OWEN, CITY CLERK



RECEIVED

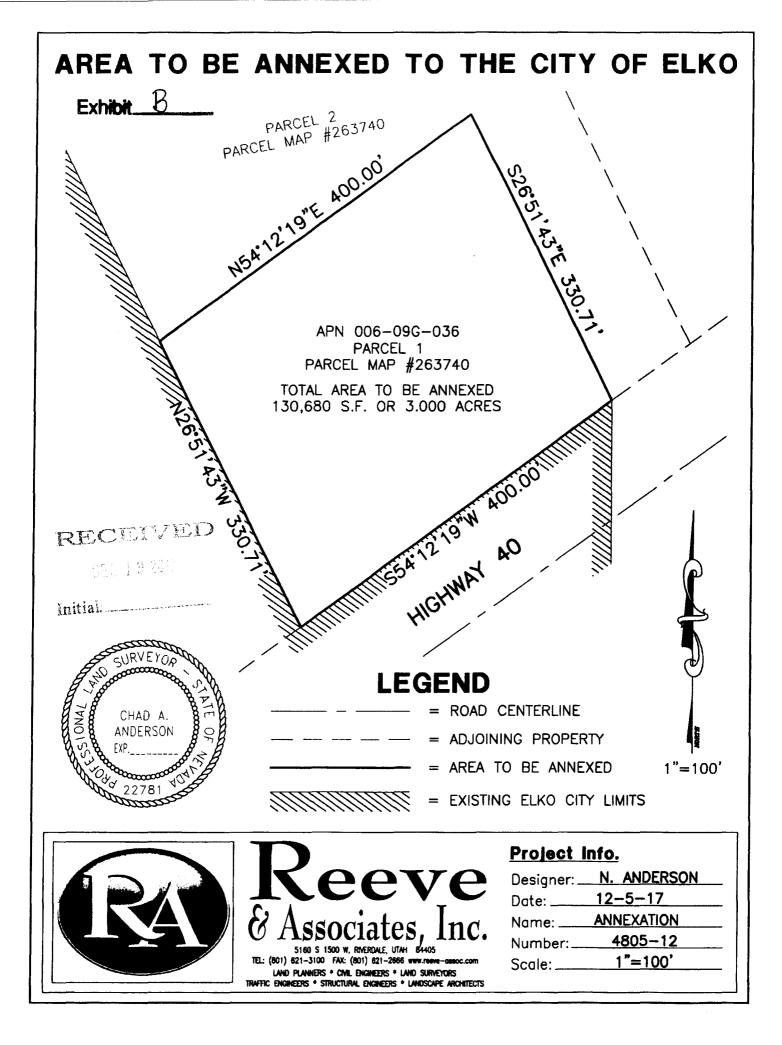
11E 1 19 2007

Initial:

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Elko, described as follows:

Parcel 1 as shown on that certain Parcel Map for Frances Adeline Warmbrodt filed in the office of the County Recorder of Elko County, State of Nevada, on October 12, 1988, as File No. 263740, as amended by Certificate recorded January 23, 1989, being a portion of Sections 19 and 20, Township 34 North, Range 55 East, M.D.B.&M.





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 February 6, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on February 6, 2018 per City Code Section 3-2-4 C.:

Annexation No. 3-17 filed by Swire Coca-Cola, USA, consisting of approximately 3.00 acres of property located on the north side of West Idaho Street, approximately 2,500 feet east from I-80 Exit 298, and matters related thereto.

WHEREAS, the Planning Commission, upon review and consideration of the application and supporting data, public input and testimony, forward a recommendation to City Council to adopt an ordinance which conditionally approves Annexation No. 3-17 subject to the conditions listed in the City of Elko Staff Report dated January 31,2018 listed as follows:

Development Department:

1. The property owners shall receive approval for a zone designation for the property to be consistent with the Land Use designation in the City of Elko Master Plan.

Utility Department:

- 1. The applicant is required to install dry sewer on their property frontages, as typically required when sewer does not yet exist in the location.
- 2. The property owner will extend the water main on their frontages and connect to the City water no later than 90 days after service is available to their property line.
- 3. The onsite ground water well will be abandoned within 90 days of connecting to the City water system.
- 4. No cross connection between the existing well and the City's system during the period of time required to abandon the onsite ground water well.

The Planning Commission's findings to support its recommendation are the annexation is consistent with the City's Land Use Component of the Master Plan. The proposed zoning of LI - Light Industrial would ensure conformance with the land use designation shown in the Master Plan. The proposed annexation is consistent with the City's Transportation Component of the Master Plan. Annexation of the property provides an immediate accrual to the tax base for the city. Annexation of the property provides an opportunity for expanded Light Industrial uses. Annexation of the property is consistent with the goals, objectives, supports long range planning as outlined in the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report dated November 2012. The alignment for water service to annexed property south/east of the I-80 corridor has been re-evaluated. Extension of water service utilizing the Sheep Creek Trail underpass is significantly less expensive than routing utilization the Exit 298 interchange. This property now factors into fulfilling that objective. The area proposed for annexation is not localized or isolated. The proposed annexation is consistent with the future transportation objectives of the City. Annexation of the area is not expected to have any immediate or negative impact on City resources. The area can be served from the existing 5400 water zone. Extension of water infrastructure is required and has been planned for including certain actions taken by the City Council identified in this report. Other, required, utilities will be installed at developer expense to facilitate development of the property. The topography of the area is well suited for the proposed commercial and light industrial land uses. Expanded used on the property will result in a positive economic impact to the community. Annexation and development of the property will not adversely influence the local government structure of the County nor the City. The proposed annexation satisfies the considerations and/or concerns identified as minimum factors for consideration under NRS 268.646. The annexation has been evaluated in consideration of NRS 268.663 Section 3. The annexation has been evaluated under NRS 268.610 through 268.670, inclusive.

anner

Attest:

Shelby Archuleta, Planning Technician

CC: Applicant Jeremy Draper, Development Manager (via email) Shanell Owen, City Clerk Ryan Limberg, Utility Director



City of Elko 1751 College Avenue Elko, NV 89801 (775) 777-7160 FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

DATE: PLANNING COMMISSION DATE: CITY COUNCIL DATE: AGENDA ITEM NUMBER: APPLICATION NUMBER: APPLICANT: PROJECT DESCRIPTION: ADDITIONAL APPLICATION: January 31, 2018 February 6, 2018 February 13, 2018 V.B Annexation 3-17 Swire Coca-Cola, USA 3 Acres Rezone 12-17

An annexation of approximately 3 acres. The property is located in Elko County adjacent to the City's incorporated boundary as shown below.



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact and conditions as stated in this report.

ANNEXATION 3-17 Swire Coca Cola, USA APN: 006-09G-039

PROJECT INFORMATION

PARCEL NUMBER:	006-09G-039
PARCEL SIZE:	3 Acres
EXISTING ZONING:	General Agriculture (Elko County) applicant has requested Light Industrial zoning under rezone application 12-17
MASTER PLAN DESIGNATION:	General Industrial (IND-GEN)
EXISTING LAND USE:	Light Industrial – Swire Coca-Cola, USA

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
- North: Elko County Property / Developed as Barrick parking lot
- West: General Agriculture (AG) / Undeveloped
- South: General Agriculture (AG) / Undeveloped
- East: Elko County Property / Developed as trailer court

PROPERTY CHARACTERISTICS:

- The property is currently developed.
- The property is generally flat.
- The property will be accessed from West Idaho Street

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plan Sections, NRS Sections and City Code Sections and other coordinating plans are:

- 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 dated November 2012
- Nevada Revised Statutes 268.610 to 268.670, inclusive
- City of Elko Zoning Section 3-2-4 Establishment of Zoning Districts
- City of Elko Wellhead Protection Program

BACKGROUND INFORMATION:

- 1. The petition has been filed Swire Coca-Cola, USA.
- 2. The applicant owns the property.

- 3. The petition includes all of APN 006-09G-039. The property is located adjacent to West Idaho Street near the 298 interchange on I-80.
- 4. City Council accepted the petition for the subject annexation on January 9, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission.
- 5. Planning Commission considered the application on February 6, 2018 and moved to recommend City Council adopt an ordinance which conditionally approves Annexation 2-17.
- 6. Annexation of the property is consistent with Land Use and Transportation components of the Master Plan.
- 7. The area fronts West Idaho Street.
- 8. The area is not identified as having annexation potential in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. That plan, for the most part, identified areas as having annexation based on established transportation and utility corridors potential in the plan.
- 9. City utilities have not been extended to the property. The property owner has entered into an agreement with Golden Gate Petroleum and the City of Elko for a water line extension along Sheep Creek Trail from the existing water line located in Section 19 to West Idaho Street. Construction of the water line extension is expected to begin spring 2018.
- 10. Sewer is not available in close vicinity to the property. The property owner will be required to install dry sewer along the frontage of the property at the time of use expansion and connect to the sanitary sewer when the service becomes available. The existing facility is utilizing septic for sanitary sewer.
- 11. Other non-city utilities are located in the immediate area.
- 12. The applicant has requested a Light Industrial zone classification for the area upon annexation of the property. The application is being processed concurrent with the annexation application.
- 13. Elko County was notified of the proposed annexation on January 16, 2018. The County responded on January 24, 2018 expressing no concerns.
- 14. The proposed annexation is a logical and orderly addition to the City's incorporated boundary.

MASTER PLAN:

Land Use:

- 1. Land Use is shown as General Industrial.
- 2. Supporting zone districts for General Industrial are General Industrial, Light Industrial and Industrial Commercial.
- 3. The petitioner has filed an application for a Light Industrial district to be designated on the property upon annexation of the property. The application will be processed in conjunction with the annexation application but acted on separately and conditioned upon final approval of the annexation.
- 4. Objective 5: Encourage development that strengthens the core of the City, and new annexations that are logical and orderly and do not promote sprawl.
- 5. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to promote economic sustainability and strengthen the community's image.

6. 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 annexation is in conformance with the Land Use Component of the Master Plan.

Transportation:

- 1. The area will be accessed from West Idaho Street.
- 2. West Idaho Street is classified as a Major Arterial under NDOT jurisdiction.

The proposed annexation is compatible with the Transportation Component of the Master Plan. Master Plan.

DEVELOPMENT FEASIBILITY, LAND USE, WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION INFRASTRUCTURE AND ANNEXATION POTENTIAL REPORT – NOVEMBER 2012

- 1. The area is not identified as having annexation potential in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. That plan, for the most part, identified areas as having annexation based on established transportation and utility corridors potential in the plan.
- 2. The property is adjacent to undeveloped land within the City of Elko.
- 3. The area can be served from the existing 5400 water zone. A water main was constructed along Cattle Drive in 2016
- 4. The property owner along with Golden Gate Petroleum and the City of Elko have an approved agreement for the water line extension down Sheep Creek Trail to the property requesting annexation.
- 5. Developable area is estimated to be approximately 3 acres. The property is partially developed.
- 6. Sewer is currently not available in this location. The city has completed preliminary design work for the establishment of sanitary sewer in the area.
- 7. Annexation of the area is a logical and orderly expansion of the City's incorporated boundary.

The proposed annexation is consistent with the goals, objectives and supports long range planning as outlined in the report. The alignment for water service to annexed property south/east of the I-80 corridor has been re-evaluated. Extension of water service utilizing the Sheep Creek Trail underpass is significantly less expensive than routing utilizing the Exit 298 interchange. This property now factors into fulfilling that objective.

NEVADA REVISED STATUTE:

<u>NRS 268.636(1)</u> states whenever the majority of property owners of any territory lying <u>contiguous</u> to a city desire to annex such territory to the city, they may cause an accurate map of plat of the territory to be made under the supervision of a competent surveyor. The map is to be filed with the city.

The property owner's representative has submitted the required map. The applicant owns the entire area proposed for annexation. The property boundary is approximately 1,461.42 feet with 730.71 feet contiguous to City of Elko boundary on the south and westerly lot lines. This equates

to approximately 50% of the property boundary as contiguous to the City's incorporated boundary.

<u>NRS 268.646 requires minimum factors to be considered in the review of a proposed</u> annexation.

<u>NRS 268.646(1)</u> requires the evaluation of factors such as population, population density, land area and land uses, per capita assessed valuation, topography, proximity to other populated areas and the likelihood of significant growth within the next 10 years in the area and adjacent areas.

The total area proposed for annexation is approximately 3 acres. The Elko County Assessor's Office indicates initial development of the property occurring in 1988 under the current use.

The location and proposed land uses of the area are supported by existing and proposed roadways.

There is a high probability of property development based on recent and current property development in the immediate vicinity. This is due to the water line extension to I-80 Exit 298.

NRS 268.646 (2) requires the evaluation for the need for organized community services, the present cost of and adequacy of governmental services and controls in the area, probable future needs for such services and controls, and the probable effect of the proposed formation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent area.

<u>General</u>

Annexation of the property does provide the opportunity to provide continued light industrial land use along Idaho Street. Idaho Street is classified as a major arterial and falls under NDOT jurisdiction. The location provides excellent access to either I-80 or the community.

Land Division and Potential Zoning

The property is partially developed. The size area and existing uses does not appear to support further property division.

The application identifies the zoning classification that is being requested upon annexation of the property as Light Industrial. The purpose of the (LI) Light Industrial zoning district is to provide and preserve areas reserved primarily for less intensive industrial use and activity normally associated with previously prepared materials and with minimal levels of noise, dust, odor, vibration or smoke, and to preclude encroachment of land uses such as residential uses that could be in conflict with the industrial and manufacturing environment.

The proposed zoning would be complimentary to the land use shown in the Master Plan.

<u>Sewer</u>

Sanitary sewer does not exist in the immediate area. A dry gravity sewer will be installed along the frontage of the property until a time that the city can complete the installation of a lift station and force main to the WRF. The property is currently developed with the use of septic system.

<u>Water</u>

City of Elko water does not exist in the immediate area. The property can be served off the existing 5400 water zone with the extension of the water line from existing water line in Section 19 extending to West Idaho Street. Plans for the water line extension have been approved by the City of Elko and the State. There is an agreement between Golden Gate Petroleum, Swire Coca-Cola and the City of Elko that has be approved by the City Council to cost share on the project.

The proposed annexation is consistent with the goals, objectives and supports long range planning as outlined in the report. The alignment for water service to annexed property south/east of the I-80 corridor has been re-evaluated. Extension of water service utilizing the Sheep Creek Trail underpass is significantly less expensive than routing utilizing the Exit 298 interchange. This property now factors into fulfilling that objective.

Access

Primary access is off West Idaho Street, a major arterial, under NDOT jurisdiction.

Other Services

The size, location and use of the property will not place any significant burden on other City services.

<u>NRS 268.646(3)</u> requires the evaluation of the proposed annexation and of alternative actions on adjacent areas, on mutual social and economic interests and on local governmental structure of the county.

Annexation of the property will not have any long-term adverse impacts on adjacent areas. The property is partially developed.

Annexation and development of the property will not adversely influence the local government structure of the County nor the City.

<u>NRS 268.646(4)</u> requires the evaluation of the proposed annexation and of alternative actions upon the availability of water and requirement of water and other natural resources throughout the affected area.

The City currently has approximately 18,000-acre feet of water rights available and is utilizing approximately 50% of that supply. Based on the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, there was projected deficit of 700 - 800 (3.8% - 4.4% of the total) acre feet of water to serve annexed areas in addition to areas identified as a having annexation potential. Upon adoption of the report, the Council determined that through optimization of the plan and optimization of water usage, the projected shortfall did not present a significant concern. Areas identified in the report as having annexation potential provide orderly and logical growth of the City and are generally aligned with future transportation and utility corridors.

The Council has taken action, subsequent to the adoption of the report, to approve a realignment of Errecart Blvd. reducing area required for annexation along the Errecart Blvd alignment. This decision has resulted in a net reduction of projected water consumption by over 500 acre feet, nearly offsetting the projected deficit referenced.

Proper storm water controls would mitigate any potential impacts from storm water runoff.

Annexation of the property will not negatively impact other natural resources in the area.

<u>NRS 268.646(5)</u> requires a determination by the Bureau of Land Management that the territory proposed to be annexed is suitable for residential, commercial, or industrial development, or will be opened to private acquisition.

The area proposed for annexation does not fall under the jurisdiction of the Bureau of Land Management.

<u>NRS 268.646(6)</u> requires a determination that the annexation is consistent with any applicable comprehensive regional plan, area plan or master plan and any program of annexation adopted and certified pursuant to NRS 268.625.

The City of Elko Master Plans specifically addresses the annexation of property under Objective 5 as outlined in Best Practice 5.1 and Best Practice 5.3. City Staff has identified areas having potential for annexation that promote logical and orderly growth of the community. Those areas are identified in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. This area is not identified as having annexation potential in the report. That plan, for the most part, identified areas as having annexation based on established transportation and utility corridors potential in the plan. The proposed annexation is consistent with the goals, objectives and supports long range planning as outlined in the report. The alignment for water service to annexed property south/east of the I-80 corridor has been re-evaluated. Extension of water service utilizing the Sheep Creek Trail underpass is significantly less expensive than routing utilizing the Exit 298 interchange. This property now factors into fulfilling that objective.

The Land Use component of the Master Plan contains an exhibit showing the area as General Industrial. Light Industrial is a corresponding zoning district for the General Industrial identified in the Master Plan.

<u>NRS 268.663(3)</u> requires the portions of the county roads which provide the primary access to the subdivision are also annexed and become city streets.

Idaho Street is currently a NDOT right-of-way at this location and appears to currently be located within the City of Elko. The developer would be required to obtain NDOT approval for changes to ingress/egress to the property or address NDOT requirements for expanded uses on the property.

ELKO CITY CODE SECTION 3-2-4

The petitioner has filed an application for a Light Industrial (LI) district to be designated on the property upon annexation of the property. The application will be processed in conjunction with the annexation application but acted on separately.

The following section of code provides the Planning Commission and City Council the discretion to designate an appropriate zone district after holding the appropriate public hearing:

Section 3-2-4 D. Classification Of Annexed Areas: All territory which is annexed to the city after the effective date hereof shall be zoned upon annexation AG general agriculture, unless the planning commission shall recommend and/or the city council shall otherwise designate the

ANNEXATION 3-17 Swire Coca Cola, USA APN: 006-09G-039

zoning district after holding duly advertised public hearings in accordance with section 3-2-21 of this chapter. As part of considering any petition for annexation of territory to the city, a review of conformance with the city master plan, including land use designation, shall be performed by the planning commission, with recommendations forwarded to the city council. If said annexation necessitates substantial amendment to the master plan, the planning commission may adopt such amendment only after holding duly advertised public hearings in accordance with Nevada Revised Statutes section 278.210.

CITY OF ELKO WELLHEAD PROTECTION PROGRAM

A proposed well (test hole/monitoring well currently exists) approximately 4,200 feet from the property is expected to be installed as development occurs in the area. At that time, it could be expected that this property will be located within the 5-10 year capture zones. The City of Elko may complete the installation of a sewer main and lift station prior to the installation of the proposed well to eliminate a number of septic systems and leach fields in the area.

FINDINGS

- 1. The proposed annexation is consistent with the City's Land Use Component of the Master Plan. The proposed zoning of LI- Light Industrial would ensure conformance with the land use designation shown in the Master Plan
- 2. The proposed annexation is consistent with the City's Transportation Component of the Master Plan.
- 3. Annexation of the property provides an immediate accrual to the tax base for the City.
- 4. Annexation of the property provides an opportunity for expanded Light Industrial uses.
- 5. Annexation of the property is consistent with the goals, objectives, supports long range planning as outlined in the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report dated November 2012. The alignment for water service to annexed property south/east of the I-80 corridor has been re-evaluated. Extension of water service utilizing the Sheep Creek Trail underpass is significantly less expensive than routing utilizing the Exit 298 interchange. This property now factors into fulfilling that objective.
- 6. The area proposed for annexation is not localized or isolated.
- 7. The proposed annexation is consistent with the future transportation objectives of the City.
- 8. Annexation of the area is not expected to have any immediate or negative impact on City resources. The area can be served from the existing 5400 water zone. Extension of water infrastructure is required and has been planned for including certain actions taken by the City Council identified in this report.
- 9. Other, required, utilities will be installed at developer expense to facilitate development of the property.
- 10. The topography of the area is well suited for the proposed light industrial land uses.

- 11. Expanded uses on the property will result in a positive economic impact to the community.
- 12. Annexation and development of the property will not adversely influence the local government structure of the County nor the City.
- 13. The proposed annexation satisfies considerations and/or concerns identified as minimum factors for consideration under NRS 268.646 and has been evaluated in consideration of NRS 268.663(3).
- 14. The proposed annexation has been evaluated in consideration of NRS 268.610-268.670 inclusive.

STAFF RECOMMENDATION:

Staff recommends conditional approval of Annexation 3-17 with adoption of Ordinance 827, first reading, public hearing and second reading prior to adoption. If approved by the City Council, the conditions will be included in the annexation ordinance.

Development Department:

1. The property owners shall receive approval for a zone designation for the property to be consistent with the Land Use designation in the City of Elko Master Plan.

Utility Department:

- 1. The applicant is required to install dry sewer on their property frontages, as typically required when sewer does not yet exist in the location.
- 2. The property owner will extend the water main on their frontages and connect to the City water no later than 90 days after service is available to their property line.
- 3. The onsite ground water well will be abandoned within 90 days of connecting to the City water system.
- 4. No cross connection between the existing well and the City's system during the period of time required to abandon the onsite ground water well.



CITY OF ELKO DEVELOPMENT DEPARTMENT 1755 COLLEGE AVENUE ELKO, NEVADA 89801 (775)777-7210 (775)777-7219 FAX

To: Planning CommissionFrom: Jeremy Draper, Development DepartmentDate: January 16, 2018Re: Annexation Petition 3-17, Coca-Cola

The City of Elko Development Department has reviewed the annexation application offers the following comments for consideration to aid the Planning Commission's review of the above referenced application: Applicable Master Plan Sections, NRS Sections and City Code Sections and other coordinating plans are:

- City of Elko Master Plan Land Use Component
- City of Elko Master Plan Streets and Highways Component
- City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012
- Nevada Revised Statutes 268.610 to 268.670, inclusive
- City of Elko Zoning Section 3-2-4 Zoning Districts
- City of Elko Wellhead Protection Program

BACKGROUND INFORMATION:



C:\Users\sknopp\Downloads\Annex 3-17 Swire Coca Cola PC 011618 (3).docx Created by Jeremy Draper

Page 2 of 6

- 1. The petition includes that portion of APN 006-09G-036 lying approximately 3,100' east of Idaho Street and Interstate 80 containing more or less 3.00 acres of land.
- 2. The area is not identified as having annexation potential as shown in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. However, this should not exclude the area for consideration for annexation.
- 3. The area fronts W. Idaho Street.
- 4. A project in which developers will extend City water to the edge of the property has been approved and is expected to be constructed in the spring of 2018. The property lies within the 5400 water service zone. City sewer does not exist in this area, however preliminary design has been completed by the City of Elko Engineering Department, the development would be required to install a dry sewer until such time as a force main is install to provide sewer services to this area of the City.
- 5. Other non-city utilities are located in the immediate area.
- 6. The area is identified as Industrial Business Park Land Use in the City of Elko Master Plan Land Use Component, amendment 1-17.
- 7. The applicant has submitted a rezone application for a Light Industrial Zone.
- 8. The proposed annexation appears logical and orderly.

MASTER PLAN:

Land Use:

- 1. Land Use is shown as Industrial Business Park per amendment 1-17.
- 2. The petitioner has submitted an application for rezone to an LI-Light Industrial District.
- 3. Section 3-2-4-D of City Code states that a review of conformance with the city master plan, including land use designation, shall be performed by the planning commission.
- 4. Objective 7: Promote high quality and visually appealing industrial uses, where appropriate, to ensure economic sustainability as well as strengthen the community's image.
- 5. Objective 8: 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.

Transportation:

1. The area fronts W. Idaho St., a Major Arterial under NDOT jurisdiction.

DEVELOPMENT FEASIBILITY, LAND USE, WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION INFRASTRUCTURE AND ANNEXATION POTENTIAL REPORT - NOVEMBER 2012

- 1. The area is not identified as having annexation potential.
- 2. This area is adjacent to vacant property currently located within the incorporated boundary of the City.
- 3. The area can be served of the existing 5400 water zone. An water line is being proposed to be extended from Cattle Drive to serve this property.
- 4. Developable area is estimated to be approximately 3.00 acres, the property is currently developed as Swire Coca-Cola and is expected to be expanded upon.

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- 5. Sewer is currently unavailable in this location. The developer will be required to install a dry sewer and utilize a septic system until such time that a force main is installed to the Water Reclamation Facility.
- 6. Annexation of the area does appear to be logical and orderly and continues the development of land near exit 298 of I-80.

NEVADA REVISED STATUTE:

NRS 268.636(1) states whenever the majority of property owners of any territory lying <u>contiguous</u> to a city desire to annex such territory to the city, they may cause an accurate map of plat of the territory to be made under the supervision of a competent surveyor. The map is to be filed with the city.

The property owner's representative has submitted the required map.

NRS 268.646 requires minimum factors to be considered in the review of a proposed annexation.

NRS 268.646(1) requires the evaluation of factors such as population, population density, land area and land uses, per capita assessed valuation, topography, proximity to other populated areas and the likelihood of significant growth within the next 10 years in the area and adjacent areas.

The total annexed area consists of approximately 3.00 acres.

The property is currently developed.

<u>NRS 268.646 (2)</u> requires the evaluation for the need for organized community services, the present cost of and adequacy of governmental services and controls in the area, probable future needs for such services and controls, and the probable effect of the proposed formation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent area.

<u>General</u>

Annexation of the property does provide the opportunity to provide continued light industrial land use along Idaho Street, a Major Arterial under NDOT jurisdiction.

Land Division and Potential Zoning

The property is developed and does not appear to be of sufficient size to accommodate parceling or subdivision.

The application identifies the zoning classification requested upon annexation as LI-Light Industrial.

The purpose of the LI zoning district is to provide and preserve areas reserved primarily for less intensive industrial use and activity normally associated with previously prepared materials and with minimal levels of noise, dust, odor, vibration or smoke, and to preclude encroachment of land uses such as residential uses that could be in conflict with the industrial and manufacturing environment.

Page 4 of 6

Sewer

Sanitary sewer does not exist in the immediate area. A dry sewer and septic system will be required to be installed and utilized until a force main can be installed providing service to the Water Reclamation Facility.

<u>Water</u>

City of Elko water service does not exists in the immediate area. The property can be served off the existing 5400 water zone with the extension of a waterline from Cattle Drive plans have been submitted and approved for this extension.

Access

Primary access is from Idaho Street.

Other Services

The size and location of the property is not expected to place any significant burden on other City services.

<u>NRS 268.646(3)</u> requires the evaluation of the proposed annexation and of alternative actions on adjacent areas, on mutual social and economic interests and on local governmental structure of the county.

Annexation of the property is <u>not</u> expected to have any long-term adverse impacts on adjacent areas.

NRS 268.646(4) requires the evaluation of the proposed annexation and of alternative actions upon the availability of water and requirement of water and other natural resources throughout the affected area.

The City currently has approximately 18,000 acre feet of water rights available and is utilizing approximately 50% of that supply. Based on the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, the City could face a potential <u>shortfall</u> of 700 – 800 acre feet of water to serve annexed areas in addition to areas identified as a having annexation potential. Areas identified as having annexation potential provide orderly and logical growth of the City and are generally aligned with future transportation corridors.

Proper storm water controls would mitigate any potential impacts from storm water runoff.

Annexation of the property will not negatively impact other natural resources in the area.

<u>NRS 268.646(5)</u> requires a determination by the Bureau of Land Management that the territory proposed to be annexed is suitable for residential, commercial, or industrial development, or will be opened to private acquisition.

The area proposed for annexation does not fall under the jurisdiction of the Bureau of Land Management.

NRS 268.646(6) requires a determination that the annexation is consistent with any applicable

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comprehensive regional plan, area plan or master plan and any program of annexation adopted and certified pursuant to NRS 268.625.

The City of Elko Master Plans specifically addresses the annexation of property under Objective 5 as outlined in Best Practice 5.1 and Best Practice 5.3. City Staff has identified areas having potential for annexation that promote logical and orderly growth of the community. The proposed annexation is not in an area that was identified as having annexation potential; however, it should not be excluded from consideration for annexation.

The Land Use component of the Master Plan contains an exhibit showing the area as industrial business park.

<u>NRS 268.663(3)</u> requires the portions of the county roads which provide the primary access to the subdivision are also annexed and become city streets.

Idaho Street is currently a NDOT right-of-way easement at this location and appears to be currently located within the City.

City Code Section 3-2-4

A companion rezone application has been filed with the City requesting a zone of LI-Light Industrial.

The following section of code provides the PC and CC the discretion to designate an appropriate zone district after holding the appropriate public hearing:

Section 3-2-4 D. Classification Of Annexed Areas: All territory which is annexed to the city after the effective date hereof shall be zoned upon annexation AG general agriculture, unless the planning commission shall recommend and/or the city council shall otherwise designate the zoning district after holding duly advertised public hearings in accordance with section <u>3-2-21</u> of this chapter. As part of considering any petition for annexation of territory to the city, a review of conformance with the city master plan, including land use designation, shall be performed by the planning commission, with recommendations forwarded to the city council. If said annexation necessitates substantial amendment to the master plan, the planning commission may adopt such amendment only after holding duly advertised public hearings in accordance with Nevada Revised Statutes section 278.210.

CITY OF ELKO WELLHEAD PROTECTION PROGRAM

The property is not located within the wellhead protection area.

SUMMARY

Factors for consideration

 The area was not identified as having annexation potential in the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012. The annexation of this property appears to promote the logical and orderly growth of the City. Page 6 of 6

- 2. The area is identified in the Master Plan as suitable for industrial business park land use.
- 3. The City resources committed in support for development of the property under an LI land use are minimal.
- 4. Maintenance obligations are not a concern with the annexation of the property. City obligations for infrastructure maintenance will occur as the property develops.
- 5. The property is currently developed and the property owners have indicated they wish to subdivide the property.

FINDINGS

- 1. The annexation is consistent with the City' Land Use Component of the Master Plan. Appropriate zoning of the property is required as the property develops to ensure conformance with the land use designation shown in the Master Plan.
- 2. The annexation is consistent with the City' Transportation Component of the Master Plan.
- 3. The Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012, does not identify the area as having potential for annexation, however the property should not be excluded from consideration for annexation.
- 4. The area proposed for annexation is not localized, isolated and does promote future transportation and utility corridors promoting future growth opportunities within the City.
- 5. Annexation of the area is not expected to have any immediate or negative impact on City resources. The area can be served from the existing 5400 water zone. Additional utility and roadway infrastructure will be installed at developer expense to facilitate development of the property.

RECOMMENDATION

The City of Elko Development Department recommends approval of Annexation 3-17 be forwarded to the City Council based on the following conditions:

1. The property owners shall receive a rezone of their property to be consistent with the Land Use designation in the City of Elko Master Plan.

JOHN W. KINGWELL SUPERVISOR/ PLANNER CODE ENFORCEMENT 775-748-0214 jkingwell@elkocountynv.net

PEGGY PIERCE-FITZGERALD PLANNING TECHNICIAN/ GIS OPERATOR 775-748-0215 pfitzgerald@elkocountynv.net



Elko County Planning & Zoning Division

540 Court Street, Suite 104 Elko, Nevada 89801 775-738-6816 Ext. #3 (fax) 775-738-4581 www.elkocountynv.net

January 24, 2018

Shelby Archuleta City of Elko Planning Technician 1751 College Ave. Elko, NV 89801

Hello Shelby,

In reference to Annexation No. 3-17, Elko County does not oppose or have any concerns at this time.

An in Curred

John W. Kingwell Elko County Planning and Zoning

RECEIVED

JAN 2 9 2018

Elko County is an equal opportunity provider and employer.



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 16, 2018

Elko County Planning and Zoning Attn: John Kingwell 540 Court Street, Suite 104 Elko, NV 89801

Re: Annexation No. 3-17

In accordance with the Communication Policy between the City of Elko and Elko County and pursuant to Section 268.670 (1) of Nevada Revised Statutes, the City of Elko hereby notices and advises the Board of County Commissioners of the County of Elko of the City's intention to consider annexation of contiguous territory as petitioned by Swire Coca-Cola, USA. Please find enclosed a double-sided copy of the application for annexation and map of the area for your review and comment.

The subject property consists of approximately 3.00 acres and is located generally on the north side of West Idaho Street, approximately 2,500 feet east from 1-80 Exit 298.

The subject property satisfies minimum State criteria for annexation.

Review by the Elko City Planning Commission is scheduled for February 6, 2018.

Please submit written comments to the City of Elko Planning Department as soon as possible. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Please feel free to contact me if you have any questions concerning this matter.

Sincerely,

ella Arehuteta

Shelby Archuleta Planning Technician

Enclosures



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 (775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR ANNEXATION

The applicant (100% of all property owners) hereby petitions the Elko City Council to annex to the City of Elko certain real property by ordinance, to be adopted pursuant to NRS 268.670. Said property petitioned for annexation is legally described as follows: (Attach if necessary) (See Attachment)

ASSESSOR PARCEL NUMBI (This is not the legal descr	=R (5):	6-09G-036, Map # 263740
	. ,	h additional pages if necessary)
Swire Coca-Cola, USA	Darkent	801.816.5760
(Print Name) 12634 South 265 West, Drape	Signature r, UT 84020	Telephone Number
	Mailing Address	
(Print Name)	Signature	Telephone Number
	Mailing Address	
(Print Name)	Signature	Telephone Number
	Mailing Address	
		DIVED
		(1 8 201 7
	Initial: -	

FILING REQUIREMENTS:

<u>Complete Application Form</u>: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice, and will take a <u>minimum</u> of 8 weeks.

<u>Fee</u>: 10 acres or less \$500.00, greater than 10 acres through 50 acres \$750.00, greater than 50 acres \$1,250.00. The filing fee shall be paid in full prior to consideration of the annexation request by the Planning Commission.

<u>Annexation Map</u>: An annexation map or record of survey of the area proposed for annexation provided by a properly licensed surveyor. Such map shall include the proposed acreage to be annexed, and the length and percentage of common boundary (at least 15%) with the corporate limits of the City. If the property abuts a road not already in the City limits, at least one half of the road must be included in the map and legal description (see N.R.S. 268.663).

Legal Description: A complete legal description of all property proposed for annexation.

<u>Plot Plan</u>: If the property is improved, a surveyed plot plan showing property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.

<u>Note</u>: One .pdf (email is okay) of the entire application must be submitted, as well as one set of legible, reproducible plans 8 $\frac{1}{2}$ " x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Annexation request

1. Identify the existing zoning classification of the property: Highway Commecial

- 2. Identify the zoning classification being requested upon annexation: Light Industrial (A separate zone change application must be submitted for the requested classification.)
- 3. Explain in detail the type and nature of the use anticipated for the property.

Beverage distribution center. Product is delivered to this location from regional bottling plants and suppliers,

warehoused in this location, then distributed to local stores, restaurants, etc.

4. Identify any unique physical features or characteristics associated with the property. None known.

5. Identify the type and ext. .. of City infrastructure anticipated for service to the property such as streets, sewer, and water service.

City waterline extension to serve the property is in progress.

"Sheep Trail and West Idaho Street Water Main Extension"

6. Identify any water rights which will support the annexed property:

(Use additional pages if necessary to address questions 3 through 6)

By My Signature below:

_

I consent to having the City of Elko Staff enter on my property only for the sole purpose of
inspection said property as part of this application process.

I object to having the City of Elko Staff enter onto my property as a part of their review of
this application. (Your objection will not 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	e 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 / Agen	Dan Reid, Swire Sr. Manager For Construction
	(Please print or type)
Mailing Address	12634 South 265 West
5	Street Address or P.O. Box
	Draper, UT, 84070
	City, State, Zip Code
	Phone Number:801.816.5760
	Email address: dreid@swirecc.com
SIGNATURE:	D.P=1
	y -
<u></u>	FOR OFFICE USE ONLY
File No.: <u>3-17</u>	Date Filed: 12/19/17 Fee Paid: \$500 CC# 6559

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of Resolution No. 05-18, a resolution amending various fees related to Ruby View Golf Course pursuant to Elko City Code, Title 8, Chapter 13, Section 3, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **RESOLUTION**
- 4. Time Required: **5 Minutes**
- 5. Background Information: The Golf Course Financial Advisory Committee took action to recommend amending various fees at Ruby View Golf Course on February 5, 2018. A draft resolution has been included in the agenda packet for review. JW
- 6. Budget Information:

Appropriation Required: NA Budget amount available: NA Fund name: NA

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: A draft copy of Resolution No. 05-18
- 9. Recommended Motion: Adopt Resolution No. 05-18 amending fees charged for Ruby View Golf Course.
- 10. Prepared By: James Wiley, Parks and Recreation Director
- 11. Committee/Other Agency Review:
- 12. Council Action: (to be completed by City Clerk)
- 13. Agenda Distribution:

Upon introduction and motion by ______and seconded by _________, the following Resolution and Order was duly passed and

adopted:

CITY OF ELKO RESOLUTION No. 05-18

A Resolution Amending Golf Fees at the Ruby View Golf Course Pursuant to Elko City Code Title 8, Chapter 13, Section 3

WHEREAS, the City of Elko owns and operates the Ruby View Golf Course; and,

WHEREAS, it has been determined by the Elko City Council that the operation and maintenance of the Ruby View Golf Course shall be paid by user fees where possible.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Elko City Council that the following fees be set for the Ruby View Golf Course as follows:

Greens Fees - Weekend (Saturday, Sunday and Holidays)	Old Rate	New Rate
9 Holes (before 3:00 p.m.) 9 Holes (after 3:00 p.m.) 18 Holes Conversion 9 to 18 holes	 \$ 25.00 \$ 22.00 \$ 39.00 \$ 21.00 	No Change No Change No Change No Change
<u> Greens Fees - Weekday (Monday - Friday)</u>		
 9 Holes Conversion 9 to 18 holes 9 Holes Senior (65 years +) Conversion 9 to 18 holes 9 Holes Junior (through 18 years) Conversion 9 to 18 holes 18 Holes 18 Holes Senior (65 years +) 18 Holes Junior (through 18 years) 	 \$ 22.00 \$ 17.00 \$ 17.00 \$ 12.00 \$ 13.00 \$ 8.00 \$ 33.00 \$ 23.00 \$ 16.00 	No Change No Change No Change No Change No Change No Change No Change No Change
Employee Restricted Pass	\$ 150.00	No Change
Season Passes	Old Rate	New Rate
Single Senior Single (65 years +) Young Adult (19 through 20)	\$ 650.00 \$ 525.00 \$ 275.00	\$ 675.00 \$ 550.00 No Change
Junior (Unrestricted)	\$ 175.00	No Change
Junior (Unrestricted) <u>Punch Card</u> 24 - 9 hole rounds Punch cards are valid for 1 year from date of purchase . No Expiration Date	\$ 175.00 <u>Old Rate</u> \$ 424.00	No Change <u>New Rate</u> No Change

\$16.00/rider

\$10.00/rider

No Change

No Change

18 Holes Conversion from 9 to 18 holes

Employee Restricted	Golf Cart Rental (50% of Regular Rate)	Old Rate	New Rate
18 Holes		\$ 8.00	No Change
9 Holes		\$ 5.50	No Change

Golf Cart Storage	<u>Old Rate/Inside</u>	Old Rate/Outside	New Rate/Inside	New Rate/Outside
Annual Rent - Electric	\$ 610.00	\$ 185.00	\$ 630.00	\$ 205.00
Annual Rent - Gas	\$ 560.00	\$ 160.00	\$ 580.00	\$ 180.00

A discount of \$300.00 (applicable for inside storage only) shall be provided for season pass holders (Limit of one season pass discount per space) Punch card purchases do not qualify as season passes for cart storage discount.

<u>Trail Fees</u>	Old Rate	New Rate
Annual Fee Paid by Golf Cart Owner Daily Trail Fee Paid by Daily User (This fee cannot be pro-rated)	\$ 210.00 \$ 20.00	No Change No Change

NOW THEREFORE BE IT ALSO RESOLVED AND ORDERED that this resolution become effective on April 1, 2018.

Passed and adopted this day of

CITY OF ELKO

, 2018.

ATTEST:

CHRIS JOHNSON, Mayor

SHANELL OWEN, City Clerk

AYES:

NAYS:

ABSENT:

ABSTAIN:

Elko City Council Agenda Action Sheet

- 1. Title: Ratification of the Police Chief issuing a 90-Day Temporary Retail Liquor License and Caterer's Liquor License, and issuing a regular Retail Liquor License and Caterer's Liquor License to Mai Burrows, Jaden Enterprises, LLC dba Cowboys, located at 442 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **PETITION**
- 4. Time Required: **5 Minutes**
- 5. Background Information:
- 6. Budget Information:

Appropriation Required: N/A Budget amount available: N/A Fund name: N/A

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information:
- 9. Recommended Motion: Ratify a 90-day Temporary Retail Liquor License and Caterer's Liquor License, and issue a regular Retail Liquor License and Caterer's Liquor License to Mai Burrows, Jaden Enterprises, LLC dba Cowboys, located at 442 Idaho Street, Elko, NV 89801.
- 10. Prepared by: Ben Reed, Jr., Police Chief
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Mai Burrows <u>dannyhoang@yahoo.com</u> 1705 Sequoia Drive Elko, Nevada 89801



ELKO POLICE DEPARTMENT

Ben Reed, Jr. Police Chief

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

DATE: January 18, 2018

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief

SUBJECT: Retail Liquor License and Caterer's Liquor License Application in the name of Jaden Enterprises, LLC dba Cowboys, located at 442 Idaho Street, Elko, Nevada 89801

On December 4, 2017, Mai Burrows made application for a Retail Liquor License and Caterer's Liquor License in the name of Jaden Enterprises, LLC dba Cowboys, located at the above address. Ms. Burrows has successfully completed the required background investigation.

This item was considered by the Council at their meeting of January 9, 2018. At that time, Council directed staff to extend the temporary liquor license by an additional 30 days. That extension was provided. The temporary now expires on March 5, 2018.

At the January 9 meeting the Council also directed staff to conduct a follow-up meeting with the applicant, Mai Burrows, with a language interpreter, to provide an explanation of the Elko Liquor Control Code and other background information necessary to enhance her understanding of the privileged nature of the Liquor License and the licensee's duties per City Code. That meeting was conducted successfully on January 17 by City Clerk Owens, Police Chief Reed, and Police Lieutenant Palhegyi, and a language interpreter who spoke Vietnamese.

Additionally, since the January 9 Council Meeting, Bar Manager Danny Hoang has secured his Bartender Work Permit. He also participated in the January 17 discussion.

This information is provided for consideration by the Elko City Council for possible liquor license issuance to the applicant at the February 13, 2018, Council Meeting. At that meeting, I will provide any final updates for the City Council's consideration.

BR/tle

CC: Mayor Chris Johnson



ELKO POLICE DEPARTMENT

Ben Reed, Jr. Police Chief

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

DATE: December 14, 2017

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief

SUBJECT: Retail Liquor License and Caterer's Liquor License Application in the name of Jaden Enterprises, LLC dba Cowboys, located at 442 Idaho Street, Elko, Nevada 89801

On December 4, 2017, Mai Burrows made application for a Retail Liquor License and Caterer's Liquor License in the name of Jaden Enterprises, LLC dba Cowboys, located at the above address.

Ms. Burrows has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License and Caterer's Liquor License Application in the name of Jaden Enterprises, LLC dba Cowboys, located at 442 Idaho Street, Elko, Nevada 89801.

BR/tle

CC: Mayor Chris Johnson

Elko City Council Agenda Action Sheet

- 1. Title: Ratification of the Police Chief issuing a 30-Day Temporary Packaged Beer and Wine License and issuing a regular Packaged Beer and Wine License to Joshua Hunt and Joseph Hunt, dba Hunt Convenience Stores, LLC, located at 275 12th Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **PETITION**
- 4. Time Required: **5 Minutes**
- 5. Background Information:
- 6. Budget Information:

Appropriation Required: N/A Budget amount available: N/A Fund name: N/A

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information:
- 9. Recommended Motion: Ratify a 30-Day Temporary Packaged Beer and Wine License and issuing a regular Packaged Beer and Wine License to Joshua Hunt and Joseph Hunt, dba Hunt Convenience Stores, LLC, located at 275 12th Street, Elko, NV 89801.
- 10. Prepared By: Ben Reed, Police Chief
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Joshua Hunt 759 Grandview Drive Folsom, CA 95630

Joseph Hunt 5011 Jardin Lane Carmichael, CA 95608



ELKO POLICE DEPARTMENT

Ben Reed, Jr. Police Chief

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

DATE: February 1, 2018

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief

SUBJECT: Packaged Beer and Wine License Application in the name of Hunt Convenience Stores, LLC, located at 275 12th Street, Elko, Nevada 89801

On January 30, 2018, Joshua M. Hunt and Joseph W. Hunt made application for a Packaged Beer and Wine License in the name of Hunt Convenience Stores, LLC, located at the above address.

Joshua and Joseph Hunt have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Beer and Wine License Application in the name of Hunt Convenience Stores, LLC, located at 275 12th Street, Elko, Nevada 89801.

BR/tle

CC: Mayor Chris Johnson

Elko City Council Agenda Action Sheet

- 1. Title: Ratification of the Police Chief issuing a 30-Day Temporary Packaged Beer and Wine License and issuing a regular Packaged Beer and Wine License to Joshua Hunt and Joseph Hunt, dba Idaho Street Station, LLC, located at 1600 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **PETITION**
- 4. Time Required: **5 Minutes**
- 5. Background Information:
- 6. Budget Information:

Appropriation Required: N/A Budget amount available: N/A Fund name: N/A

- 7. Business Impact Statement: **Not Required**
- 8. Supplemental Agenda Information: A Letter from the Police Chief
- 9. Recommended Motion: Ratify a 30-Day Temporary Packaged Beer and Wine License and issuing a regular Packaged Beer and Wine License to Joshua Hunt and Joseph Hunt, dba Idaho Street Station, LLC, located at 1600 Idaho Street, Elko, NV 89801.
- 10. Prepared By: Ben Reed, Police Chief
- 11. Committee/Other Agency Review:
- 12. Council Action:
- Council Agenda Distribution: Joshua Hunt 759 Grandview Drive Folsom, CA 95630

Joseph Hunt 5011 Jardin Lane Carmichael, CA 95608



ELKO POLICE DEPARTMENT

Ben Reed, Jr. Police Chief

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

DATE: February 1, 2018

TO: Curtis Calder, City Manager

- FROM: Ben Reed, Jr., Police Chief Rus
- SUBJECT: Packaged Beer and Wine License Application in the name of Idaho Street Station, LLC, located at 1600 Idaho Street, Elko, Nevada 89801

On January 30, 2018, Joshua M. Hunt and Joseph W. Hunt made application for a Packaged Beer and Wine License in the name of Idaho Street Station, LLC, located at the above address.

Joshua and Joseph Hunt have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Beer and Wine License Application in the name of Idaho Street Station, LLC, located at 1600 Idaho Street, Elko, Nevada 89801.

BR/tle

CC: Mayor Chris Johnson

Elko City Council Agenda Action Sheet

- 1. Title: Second reading, public hearing, and possible adoption of Ordinance No. 825, an ordinance amending Title 3, Chapter 2, of the Elko City Code entitled "GENERAL ZONING ORDINANCE" specifically adding a new Section 29 entitled "Marijuana Establishments and Medical Marijuana Establishments Prohibited", filed and processed as Zoning Ordinance Amendment No. 3-17, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 13, 2018
- 3. Agenda Category: **PUBLIC HEARING**
- 4. Time Required: **10 Minutes**
- 5. Background Information:
- 6. Budget Information:

Appropriation Required: N/A Budget amount available: N/A Fund name: N/A

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Ordinance 825 and P.C. Action Report
- 9. Recommended Motion: Conduct second reading, hold public hearing, and adopt Ordinance No. 825.
- 10. Prepared By: Cathy Laughlin, City Planner
- 11. Committee/Other Agency Review: Planning Commission, City Attorney
- 12. Council Action:
- 13. Agenda Distribution:

CITY OF ELKO

ORDINANCE NO. <u>825</u>

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2 OF THE ELKO CITY CODE, ADDING A NEW SECTION 29 ENTITLED "MARIJUANA ESTABLISHMENTS AND MEDICAL MARIJUANA ESTABLISHMENTS PROHIBITED"

WHEREAS, the City of Elko desires to amend Title 3, Chapter 2 of the City Code pertaining to general zoning regulations to prohibit marijuana establishments and medical marijuana establishments in all zoning districts;

WHEREAS, the City of Elko has determined that the proposed amendment furthers those goals;

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

For purposes of this amendment, words which are in bold italics are additions to the Code.

SECTION 1. Title 3, Chapter 2 of the Elko City Code is hereby amended to add the following Section 29:

3-2-29: MARIJUANA ESTABLISHMENTS AND MEDICAL MARIJUANA ESTABLISHMENTS PROHIBITED:

- A. Notwithstanding any other provision of this Code, marijuana establishments and medical marijuana establishments are not allowed, and shall be unlawful as a permitted use, conditional use or accessory use in any zoning district within the incorporated area of the City of Elko. For purposes of this section, the term "marijuana establishment" shall have the definition ascribed to it in NRS 453D.030, as amended from time to time, and the term "medical marijuana establishment" shall have the definition ascribed to it in NRS 453A.116, as amended from time to time.
- B. The prohibitions of marijuana establishments and medical marijuana establishments, respectively, are not intended to interfere with the individual rights of persons to the lawful use and possession of marijuana as permitted by Chapters 453A and 453D of the Nevada Revised Statutes.

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 any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provision 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	, 2017, by the	
following vote of the Elko City Council.	•		

AYES:			
NAYES:	·		
ABSENT:			
APPROVED this day of	, 2017.		

CITY OF ELKO

By: ____

CHRIS JOHNSON, Mayor

ATTEST:

SHANELL OWEN, City Clerk



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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 5, 2017

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 5, 2017 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 3-17, Ordinance No. 825, specifically an amendment to Title 3, Chapter 2 of the Elko City Code entitled Zoning Regulations adding a new Section 29 entitled "Marijuana Establishments and Medical Marijuana Establishments Prohibited," and matters related thereto.

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 not approve Zoning Ordinance Amendment No. 3-17.

The Planning Commission's findings to support its recommendation was that such establishments are already not allowed under the City of Elko Business License process and can be handled as the Federal situation changes.

Cathy Laughlin, City Fla

Attest:

Shelby Archyleta, Planning Technician

CC: Applicant Jeremy Draper, Development Manager (via email) Shanell Owen, City Clerk