



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, March 10, 2020

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 CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: Thursday, March 5, 2020 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, March 5, 2020 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, March 5, 2020 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, March 5, 2020 at 9:00 a.m.

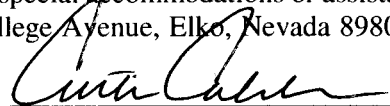
Posted by: Kim Wilkinson	Administrative Assistant	
Name	Title	Signature

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

Dated this 5th day of March, 2020

NOTICE TO PERSONS WITH DISABILITIES

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


Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.S.T., TUESDAY, MARCH 10, 2020
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: February 25, 2020 **Regular Session**
February 18, 2020 **Special Session**

I. PRESENTATIONS

- A. Reading of a proclamation in recognition of the establishment of “Art Connect Elko” by the City of Elko’s Arts and Culture Advisory Board, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
- B. Presentation by Enterprise Fleet Management, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
- C. Presentation of Fire Apparatus Leasing options through Pierce Manufacturing from Appleton Wisconsin, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**

Pierce Manufacturing of Appleton Wisconsin offers two different leasing options for fire departments and municipalities to purchase new fire apparatus. The presentation will be presented by Mr. Tom Whitmer, who is the Director, Business Development for Pierce Financial Solutions. MG
- D. Review, consideration, and direction to Staff regarding the Fiscal Year 2020/2021 Budget, inclusive of all Funds, and matters related thereto. **FOR POSSIBLE ACTION**

II. CONSENT AGENDA

- A. Review and possible approval of an agreement between the City of Elko and Erika Johnson, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. Erika Johnson desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- B. Review and possible approval of an agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. William Wright desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- C. Review and possible approval of an agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. Hannah Rodriguez wish to enter into an annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

III. PERSONNEL

- A. Presentation of Volunteer and Career Firefighter of the Year Awards, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

On February 28, 2020, the Elko Fire Department held its annual awards ceremony, and named the 2019 Volunteer and Career Firefighters of the Year. JS

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- D. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department for Plantmix Bituminous Pavement materials to be used for the Year 2020 Construction Season, and matters related thereto. **FOR POSSIBLE ACTION**

This is an annual bid request for Plantmix Bituminous Pavement Materials based upon a unit price per ton amount. The materials are primarily used by the Public Works Department on streets, but the material may also be used by other departments as needed. DS

- F. Review, consideration, and possible action to award a bid for the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on October 22, 2019. Bids were open on March 3, 2020. Bid amount includes base bid and all six alternates. Bid tabulation sheet is provided. DJ

- G. Review, consideration, and possible rejection of all bids for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. **FOR POSSIBLE ACTION**

This is a yearly maintenance project, which rotates between 5 clarifiers. Bids were opened on February 19, 2020. A Bid Tally Sheet is included as supplemental agenda information with Staff findings. DJ

- H. Review, consideration and possible final acceptance of AIP 49: Reconstruction of Security Perimeter Fencing and Electrical Vault Upgrade at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

Airport Staff is asking for final acceptance of this project and to begin grant close out documentation with the FAA. On May 22, 2018, City Council awarded the bid for AIP 49 Security Perimeter Fencing to Custom Fence and Company and the Electrical Vault Upgrade to NNE Construction, Inc.

This project completed construction of the airfield lighting vault and upgrading the perimeter fence and vehicle access gates. Recently the final punch list items were completed for this project. The final project costs, including design and construction management, totaled \$2,370,888.70. The City of Elko was responsible for 6.25% of the cost, or approximately \$148,180. Aviation, Inc. was the project engineer/construction manager. JF

V. NEW BUSINESS

- A. Review, discussion, and possible approval for the Fire Department enter into a Professional Service Agreement with Creative Consulting Solutions, LLC., and matters related thereto. **FOR POSSIBLE ACTION**

In January 2017, the Centers for Medicare and Medicaid Services (CMS) approved Nevada's State Plan Amendment to allow a reimbursement rate for Ground Emergency Medical Transportation (GEMT) services that is based on actual costs to provide the service.

The GEMT program allows local government providers of ground emergency medical transportation (ambulance transport) to recover the actual costs to provide the service instead of the Fee Schedule rate of approximately \$250. In essence, the program allows local government provider to recover their overhead costs which are directly associated with the transport, thus more closely aligning the reimbursement with the true cost to provide the service. There are two key elements to the program. First, the reimbursement is only available to government providers, so a private company is not eligible. Second, in order to qualify for the reimbursement the government agency must provide emergency transport for Medicaid eligible patients.

The Fire Department is requesting authorization to enter into a 5 Year Professional Service Agreement with Creative Consulting Solutions, LLC. MG

- B. Review and possible approval for the Food & Beverage Concession services contract at the airport to Rodrigo Mata-Gonzales dba: Grandpa's Tacos; and matters related thereto. **FOR POSSIBLE ACTION**

At the January 14, 2020 City Council approved Staff's request to solicit bids and negotiate a contract for the Food & Beverage Concession at the Elko Regional Airport. The City received one (1) completed proposal from Rodrigo Mata – Gonzales dba: Grandpa's Tacos. The Airport/City Staff and Mr. Mata-Gonzales have successfully reached a concession agreement that is ready for City Council's possible acceptance. JF

VI. RESOLUTIONS AND ORDINANCES

- A. Review, discussion, and possible adoption of Resolution No. 7-20, a resolution regarding the expiration of a Land lease between the City of Elko and Canyon Construction on property identified as APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

On June 20, 2005 the City and Canyon construction entered into a land lease identified as APN 006-09G-027. The term of lease is 15 years beginning on July 1, 2005 and terminating at midnight on June 30, 2020. There is no provision for extending the term beyond June 30, 2020. Additionally, the Nevada Department

of Transportation notified the City on August 25, 2016 and October 27, 2016 that the approach utilized for access to the property was not a legal approach and presented safety concerns due to the proximity to an abutting legal approach. SAW

- B. First reading of Ordinance No. 850, an ordinance amending Title 8, Chapter 18 of the Elko City Code entitled “Public Improvement Standards”, and direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. **FOR POSSIBLE ACTION**

On February 25, 2020, Council approved the initiation of Ordinance No. 850 and directed Staff to conduct a First Reading. MR

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Discussion regarding abatement matters and possible adoption of First amendment to the Stipulated Abatement Order between the City of Elko and the owners of 403 Pine Street, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved a Stipulated Abatement Order between the City of Elko and the owners of 403 Pine Street on October 22, 2019. As part of that agreement, if no buyer was found prior to December 22, 2019 the City of Elko could conduct any abatement process deemed appropriate without further notice to, or authority from, the owners. No buyer was found before the December deadline.

On January 22, 2020, City Staff and a structural engineer entered the property for an inspection and evaluation. A structural analysis deeming the property a public safety hazard and recommending demolition was submitted to the City Development Manager on January 27, 2020. Based on this analysis and recommendation, staff proceeded with obtaining quotes from local contractors to perform the demolition. This work was anticipated to begin the week of March 9, 2020.

At the February 25, 2020 City Council meeting, the attorney for the current property owners informed the Council that there was a letter of intent to purchase the property in place and requested that the demolition not move forward. A formal request to amend the abatement order was received on March 4, 2020 requesting a 30-day extension and the allowance for “other abatement” methods. Staff has worked with the City Attorney’s office to draft an amendment extending the deadline for 30 days. However, based on the structural analysis, the only form of abatement provided for in the amendment is demolition. MR

- B. Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Alejandro Perez, DBA El Capitan Seafood Restaurant, LLC., located at 232 Silver Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 849, an ordinance amending Title 8, Chapter 2 of the Elko City Code entitled "Utility Occupancy of Public Rights-Of-Way or Public Easements, Smart Dig Requirements, and City Excavation Permits", and direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto.
FOR POSSIBLE ACTION

First reading of Ordinance 849 was conducted on February 25, 2020. MR

IX. REPORTS

- A. Mayor and City Council
- B. City Manager- Census Complete Count Committee Update
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

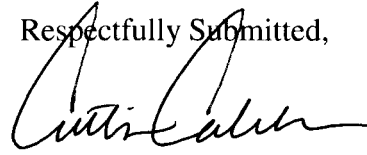
COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder". The signature is fluid and cursive, with the first name "Curtis" and last name "Calder" clearly distinguishable.

Curtis Calder
City Manager

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

SS February 25, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, February 25, 2020.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

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

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

Mayor Keener explained that the next item on the agenda (presentation by the Te-Moak Tribe regarding a marijuana dispensary) was not going to be presented and invited anyone up to the podium that wanted to speak on the subject.

Felix Ike, 1949 Circle Way, thanked the City Council and staff for making time for the presentation. He read an interesting article in the Elko Daily Free Press about the invitation to Mr. Gonzalez to talk about the cannabis dispensary at the Colony. Elko Tribe is in the same situation as the City of Elko because they have requested the same information and they have not had their requests answered. They have questions because they can't review the documents and aren't part of the special meetings. We don't even have the privilege of looking at the contract they have with the company. They don't even know the name of the company. Mr. Ike is a former Tribal Chairman of the Te-Moak Tribe and former Chairman of Elko Band so he knows the necessary procedures for this type of activity. This is a Te-Moak tribal issue and not Elko Band. Elko Band has moved forward saying they have the rights and can do what they want to do. We respect our neighbors around our community such as the golf course, Skyline Drive and neighbors to our north. There is a daycare center within 100 feet of the proposed dispensary. There are many family activities that are held near that proposed dispensary and the school busses are parked behind the building. There is almost zero law enforcement being under the Bureau of Indian Affairs and they are very limited on their responses. He wondered why the City, County and the State are not being involved in this dispensary. The Chairman of the Board told him that being sovereign and on Indian land, they don't have to follow NRS. But there were flyers sent out saying that marijuana is illegal on tribal lands. When looking at their constitution, it is prohibited. They have to be in compliance with all federal laws. There is an ordinance that was passed and he finally got a copy of it the day before yesterday. Steve McDade was supposed to be present with him. Mr. McDade had contacted the Bureau of Indian Affairs on the ordinance and found out that they refuse to sign it. That has to be in place before the Band can start the process. He stated the membership was offered millions of dollars for this but there has not been any money yet. As members of the tribe, they are not getting answers to their questions and still have no idea who is bankrolling this. There is a group of individuals that are anti-cannabis. When this was first brought up, there was a vote in their community. The first vote was dealing with medicinal marijuana. The community did vote for just medicinal marijuana.

Mayor Keener asked who voted on the ballot. Did the entire Te-Moak Tribe vote?

Mr. Ike answered no. They questioned that. Only Elko Band participated and they mainly voted for medicinal.

Mayor Keener asked if was fair to say that this issue has split the tribe.

Mr. Ike answered he felt it had. There is a division in the band and the whole organization. This ordinance will affect the whole tribe, Elko, Southfork, Wells and Battle Mountain, but they didn't get to participate. He was glad the City was bringing this to someone's attention.

Mayor Keener asked if it was his perception that a lot of the members of the tribe feel the same as him.

Mr. Ike answered yes and that was why he was present. They asked him to present this because he has some experience in tribal government and understands what is going on. He attends meetings and asks questions but they refuse to answer those questions. They have a problem.

In additional public comment, Tasheba Atkinson, 744 Pine Street, wanted to address an issue she has as a new resident. She is here from Illinois to attend school at Great Basin College. When she first got here, she came off the train without her own transportation. Her family is in Las Vegas. She has been taking the cab since June and it has been expensive. She had a car but it was totaled in an accident. Then she had to call the cab again but was told she has been banned from the cab service. Now she has to walk everywhere. She feels like something needs to be done about the discriminatory acts done by the cab company. She stated she is being discriminated against because she is a woman of color. She is looking for the City to get involved in this. There isn't a lot of African Americans around here.

Mayor Keener said he would call the cab company to see what he can find out. He thought there was a Lyft service here in town. He asked for a couple of days to get answers.

Ms. Atkinson said there are other services in town that are denying her the right to use their services. She felt there is discrimination here towards women of color. Her bare necessities are being denied. She shouldn't have to walk around town just because of someone's arrogance or because she is a few dollars short.

In further public comment, Bob Wines, Attorney, 687 6th Street, complained about dropping the Elko City Code from the website so it is not available.

Dave Stanton, City Attorney, said he could get him the new website.

It was explained that Sterling Codifiers was sold but our website has been updated with the new link. It is a new server and it looks a little different, but it is fully functional.

Juan Arevalo, 3001 Wongobi Street, has additional public comment. He was here regarding the marijuana dispensary. He was upset with how the newspaper portrayed the tribe. He felt it was disrespectful to call it a pot shop. This continues to happen with the Elko Daily Free Press when they write about the natives. He was not speaking on behalf of the tribe. He wasn't familiar with how these meetings are structured. He wondered what the delay or dilemma was with the City and the tribal venture. The tribe has their sovereignty to do what they want to do. You need good relationships between the City and the tribe. If there is a problem, what is the problem?

Mayor Keener answered, in 2017, after recreational marijuana was announced to be legal in the State of Nevada, the City passed an Ordinance to ban marijuana dispensaries in the City of Elko. The County Commission did the same soon afterwards and banned dispensaries within the non-incorporated areas but left it open to the municipalities. Because of the mining sector, children and the overall community, we didn't want marijuana in the community. Now it is coming back to visit us again uninvited, and the whole thing has been cloaked in secrecy.

Mr. Arevalo thought transparency was the best approach with that. Coming from a tribal membership, sustainability is a major issue and factor that determines their outcome. Any opportunity they seek that will be beneficial to them as their own segregated community, they will

venture into it. They look out for the longevity of their people and their society. With all the bands being separated and still being constituent of the Te-Moak Tribe, they have minor capabilities of enterprises such as Elko Band with their Sinclair Gas Station. They want sustainability for their people. If people on the reservation cannot vote, then why does the City feel like they can tell those people what they can do? If City Council wants to dictate to the tribe, that is off-putting to him and he doesn't understand where this is all coming from. Growing up he has seen the political issues between the City and the tribe. He is the Vice Chairman of the Elko Band and Te-Moak Tribe. He came to get a better understanding as to what is going on.

Mayor Keener said he would be happy to meet with him and get to know him. This is a community vs. drugs issue, not community vs. tribe.

Councilman Stone said he attended the last Elko Band Council meeting and will attend tomorrow, in order to forge a relationship in a more positive way.

I. PRESENTATIONS

- C. Presentation by Leah Lamborn of Creative Consulting Solutions concerning Ground Emergency Medical Transportation Program (GEMT), and matters related thereto.
INFORMATION ITEM ONLY – NON ACTION ITEM

Chief Griego explained this item will be heard via a phone conference.

Leah Lamborn, Creative Consulting Solutions, gave a presentation (Exhibit "A").

Mayor Keener asked what is the driver on bringing this onboard.

Chief Griego answered the money would help supplement the general fund. Right now we are not collecting it. In talking to Leah, Medicare and Medicaid is difficult to navigate. She helps other departments get reimbursed. It looks like it would be to our advantage to do this.

Councilman Schmidtlein asked how much money could we expect to recoup.

Ms. Lamborn answered, based on preliminary numbers, they are looking at about \$300,000 per year.

Councilman Schmidtlein asked what her consulting fee would be.

Ms. Lamborn answered she charges \$4,500. Medicare audit fees are about \$15,000 but the City would only pay \$7,500.

Dave Stanton, City Attorney, said he reviewed the contract and made some changes to it. He thought they were in agreement on the contract terms.

- A. Presentation by the Te-Moak Tribe of Western Shoshone, Elko Band Council Chairman, Davis Gonzales, in Regards to the Marijuana Dispensary, and matters related thereto. **INFORMATION ITEM ONLY – NON-ACTION ITEM**

Mr. Gonzales was not present to give the presentation.

II. PERSONNEL

A. Employee Introductions:

- 1.) Maveric Morales, Parks Maintenance Technician I
Present and introduced.
- 2.) Timothy Anders, WRF Technician
Present and introduced.

I. PRESENTATIONS (Cont.)

- ### **B. Presentation of the Elko Police Department Annual Report by Police Chief Tyler Trouten, and matters related thereto. INFORMATION ITEM ONLY-NON-ACTION ITEM**

Chief Trouten gave a presentation (Exhibit "B").

APPROVAL OF MINUTES February 11, 2020 Regular Session

Councilman Schmidtlein asked for a correction on page 8 of 13 (thaw instead of fall).

Mayor Keener had another correction/typo on page 2 of 13 (heard instead of hear).

The minutes were approved by general consent with the stated corrections.

III. APPROPRIATIONS

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

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

The motion passed unanimously. (5-0)

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

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

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

- ### **C. Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2020, 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. JB

Jan Baum, Financial Services Director, said this is a formality that HintonBurdick will be the auditor for the 2019/2020 Fiscal Year.

Mayor Keener asked if she was satisfied with the work HintonBurdick has done.

Ms. Baum answered yes. They have been very responsive to her when she has questions. This is the last year of the contract.

Curtis Calder, City Manager, said they are satisfied with their product.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve HintonBurdick PLLC as the City of Elko's independent auditor for the Fiscal Year ending June 30, 2020, in an amount not to exceed \$60,000.**

The motion passed unanimously. (5-0)

IV. SUBDIVISIONS

- A. Review, consideration and possible approval of Final Map No. 15-19, filed by Jordanelle Third Mortgage, LLC, for the development of a subdivision entitled Tower Hill Phase 3 involving the proposed division of approximately 10.72 acres of property into 27 lots for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located southwest of Pheasant Drive between Chukar Drive and Deerfield Way. (APN 001-929-124). The Planning Commission considered this item on February 4, 2020, and took action to forward a recommendation to conditionally approve Final Map 15-19. MR

Michele Rambo, Development Manager, explained the Final Map application.

Mayor Keener asked if the applicant was good with the conditions as recommended.

Scott MacRichie, Jordanelle Third Mortgage, indicated he was in agreement.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to conditionally approve the Final Map 15-19, for the Tower Hill Unit 3 Subdivision, subject to the conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

V. UNFINISHED BUSINESS

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

Based upon City Council action on October 23 2019, Staff is providing a status update with regard to 403 Pine Street. MR

Ms. Rambo explained since the last update, she has obtained three quotes for demolition of the property and they were all under \$50,000. She hopes to begin the demolition in the next couple of weeks.

Mayor Keener said he understood there was someone that wanted to speak on the subject.

Dusty Shipp, 959 Montrose Lane, said he has offered to purchase the property rather than have the City go through with the demolition. He made an offer to the owner and they have verbally accepted it. They should have it signed later today but he hasn't seen it yet. He understood there are some requirements by the City of how quickly things needed to be done with the property but he had not seen that yet. He gave his letter of intent to Ms. Rambo this morning.

Scott Wilkinson, Assistant City Manager, said there is an approved agreement between the owners and the City of Elko. Everyone is proceeding under that agreement. We have a structural engineer that has said the structure is not sound and needs to be demolished. There have been a number of property owners in the neighborhood that have been negatively impacted. He has a lot of hesitation. First of all, they would have to have the property request an amendment to the approved agreement that the Council would have to consider. He has a concern with this being prolonged. We still have an attractive nuisance and the police have responded twice in the last week. He felt the structure needs to be demolished. It is appealing to the City to not incur that expenditure but there is some risk. This is a non-action item.

Mayor Keener said he speaks for the board when he said he wanted this done in 2019. Now we are looking at March at the earliest for having the attractive nuisance resolved.

Councilman Schmidtlein said he agrees with what Mr. Wilkinson and the Mayor was saying. You have one engineer that goes in that says it needs to be condemned. If Dusty brings in drawings for approval, he sees that going on and on for a long period of time. We have had this in front of the public for over a year. To come in at the 11th hour, it isn't fitting for Council to change course now.

Bob Wines, 687 6th Street, said he was called late last night by Mr. Shipp and was asked if Mr. Armstrong would be willing to sell. He agreed to coming to Council to see if they would be willing to consider allowing him to possibly save the house. Saving the house would keep the house on the tax rolls as a taxable structure. A disadvantage of tearing it down is that Mr. Armstrong has no money. Someone will have to pay for that, which means the City will pay for it and try to recoup it from the sale of that lot. The proposal from Mr. Shipp was that he would purchase the property for \$30,000, pay all costs associated with transfer of the property, pay any additional outstanding back taxes, close the sale within 30 days and be responsible for any cleaning up and demo costs required. If the City allows him to do this, Mr. Shipp will have to tear the building down. He has

an executed copy of the contract. Madison Armstrong, William's power of attorney, was present and she has signed the agreement.

Mr. Shipp said his goal is not to postpone this. He hasn't seen the engineer report on this. With Council's blessing he can buy the property and clean it up. It will still solve the problem and be a win-win for everyone.

Councilman Schmidtlein asked if he was going to demo it and not rebuild it.

Mr. Shipp said he would like to rebuild it. Maybe save some brick and build a similar building. According to what he was told by Jeff in the Building Department, they weren't sure about the foundation.

Mayor Keener wanted to clarify that Mr. Shipp wanted to do a full demo and build a new structure there.

Mr. Shipp answered it will not be a remodel. It will either be a new structure on the existing foundation or a new foundation and new building.

Dave Stanton, City Attorney, said this is as far as you can go with this. If you want any further discussion you need to put it on the next agenda. Anything else would be deliberating on a decision.

Madison Armstrong said this is a public nuisance and it needs to be taken care of. She lives in Reno and everyone knows where Bill is. It is an amazing property for the City of Elko. Now they have someone that is willing to purchase the property. That is a better opportunity than demolishing it.

Bob Wines said he understands that he needs to make a request.

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible adoption of Resolution No. 06-20, a resolution of the Elko City Council, amending the Elko City Master Plan Proposed Future Land Use Plan Atlas Map 8, Land Use Component Corresponding Zoning Districts, Transportation Component Best Practice 2.3, and Roadway Classifications, Existing Functional Classification Atlas Map 11, and Atlas Map 12, filed as Elko City Master Plan Amendment No. 1-20, and matters related thereto. **FOR POSSIBLE ACTION**

On February 4, 2020, the Planning Commission adopted its Resolution No. 1-20 to amend the Proposed Future Land Use Plan Atlas Map 8, Land Use Component Corresponding Zoning Districts, Transportation Component Best Practice 2.3 and Roadway Classifications, Existing Functional Classification Atlas Map 11 and Atlas Map 12 of the current Elko City Master Plan. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. CL

Cathy Laughlin, City Planner, explained the Master Plan Amendment.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance seconded by Councilwoman Simons, to adopt Resolution No. 6-20.**

The motion passed unanimously. (5-0)

- B. Review and consideration of Tentative Map 14-19, filed by Koinonia Development, LP, for the development of a subdivision entitled Mountain View Townhomes involving the proposed division of approximately 3.24 acres of property into 44 lots for residential development and 1 common lot within the CT (Commercial Transitional) Zoning District, in conjunction with a conditional use permit application, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of N 5th Street at the intersection of Mary Way. (APNs 001-610-096, 001-610-097, 001-610-098, 001-610-099, and a portion of 001-610-075). The Planning Commission considered this item on February 4, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 14-19. MR

Michele Rambo, Development Manager, explained the proposed development. She recommended conditional approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to conditionally approve the Tentative Map No. 14-19, for the Mountain View Townhomes Subdivision, subject to the findings and conditions as recommended by the Planning Commission. The City Council determines that the property can be divided based on the findings required in Sections 3-3-5-E-2 of the Municipal Code.**

The motion passed unanimously. (5-0)

- C. Review and consideration of Tentative Map 16-19, filed by Bailey & Associates, LLC, for the development of a subdivision entitled Ruby Mountain Peaks involving the proposed division of approximately 10 acres of property into 45 lots for residential development and 1 remainder lot within the R1 (Single-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the east side of Jennings Way between Mountain City Highway and Bluffs Avenue. (APN 001-01A-014). The Planning Commission considered this item on February 4, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 16-19. MR

Ms. Rambo explained the proposed development and recommended conditional approval.

Mayor Keener asked what is the size of the remaining parcel.

Scott Wilkinson, Assistant City Manager, answered that is not a remainder off the parcel that is shown. That is an existing commercial parcel.

Bob Thibault, Civil Engineer, said it was approximately an acre and half.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to conditionally approve Tentative Map No. 16-19, for the Ruby Mountain Peaks Subdivision, subject to the findings and conditions as recommended by the Planning Commission. City Council determines that the property can be divided based on the findings required in 3-3-5-E-2 of the Municipal Code.**

The motion passed unanimously. (5-0)

BREAK

VI. NEW BUSINESS

- E. Review, consideration, discussion and possible approval of a recommendation from the Parks and Recreation Advisory Board to support the designation of an off leash dog park located at 5th Street Park, and matters related thereto. **FOR POSSIBLE ACTION**

The Parks and Recreation Advisory Board met on January 16, 2020 and took action to forward a recommendation to City Council for the designation of an off leash dog park located at 5th Street Park within the City of Elko. JW

James Wiley, Parks and Recreation Director, explained there are several members in the audience that would like to speak on this. Last year, he was approached by some citizens to designate an area in the City as a Dog Park. Dog owners are routinely going to our sports fields (which are fenced and enclosed) and taking their dogs off their leashes there to run. Unfortunately, not all the owners are responsible and "some of the furry little friends are leaving piles of delight on the baseball fields" that the dog owners are not cleaning up. Many sports participants have encountered this and are not happy with it. He presented the dog park to the Parks and Recreation Advisory Board and they landed on the 5th Street Park. Initially, they would not need a lot of money put into the park to make it a Dog Park. A negative aspect of this is that the park is used for soccer play. He felt the soccer fields can be moved to another location. AYSO has been briefed on this and they didn't have any big objections or serious concerns. This is a designation at this time. He would like to get through the spring soccer season and move those fields in the fall. The park will not be available in the fall due to construction of the parking lot. We will need to come up with some policies and maybe some changes to ordinances.

Mayor Keener agreed it was time for a facility like this. It was discussed four or five years ago and a small area was designated by the skate park but he didn't think it got much use.

Mr. Wiley said they have a lot of projects and demands on the budget at this time. The dog park will have just the bare bones in it. We will have to look at user groups to find the resources to add more to the park at a later time.

Darci Shelton, 2232 North Hollow Circle, said she has been designated as the lead volunteer on this project. She went over some research on the subject. A dog park is needed for every 10,000 people and Elko exceeds that need. There is a dog park in Lamoille since 2017. There are over 500 members that use it. She has heard concerns about owners cleaning up after their dogs. In Lamoille, the first six months they did struggle with that but not since then. A dog park is a safer place to let your dog run and it helps with socializing. It has shown that over time, dog parks help develop less aggressive dogs.

Joe Carr stated that as a sports coach, the athletic community that uses the fields that the dogs get walked on without leashes, there is a lot of support to have this off-leash dog park. When there is a designated place for the dogs to go that is fenced in and with disposable bags for them to use, they are less likely to be a nuisance to the athletic community.

Councilman Schmidtlein thought the dog owners will look out to other dog owners and help make everyone responsible.

Veronica Martinez Green, Spring Creek, K9's for Kindness, said she is a proponent for the dog park. She hears from owners how they are afraid of dog fights. As humans we try to turn our animals into humans but they are animals. Dogs will self-regulate. They might nip or bark but they will not let another dog come into the park and let them be a bully. Animals need structure and guidelines. She has used the Southside Park to run her dogs. The average dog needs to run anywhere from two to five miles a day. Your dog will be a nuisance to the community and your home unless you educate it and take it out. With the park you have the opportunity for education.

Mayor Keener said it makes sense to him. Without a designated park, it's hard to prohibit people from taking their dogs to the athletic fields.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the recommendation from the Parks and Recreation Advisory Board to designate 5th Street Park for the purpose of an off-leash dog park and direct staff to develop policies, regulations and ordinances necessary for the management and use for this site.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible action pertaining to a request to purchase approximately 8,000 sq. ft. of a 50 acre city owned parcel referred to as APN 001-710-055, pursuant to NRS 268.061 or NRS 268.062, and matters related thereto.
FOR POSSIBLE ACTION

Staff has received a request from Loren Highland to purchase property abutting his property. He has stated on the application that he would be storing honey bees on the property during the summer months. CL

Cathy Laughlin, City Planner, explained a staff report was included in the packet. They are looking at a 100' by 80' piece of the highlighted parcel (on the overhead screen). In looking at the Master Plan Transportation Component, we have the connection between Errecart Blvd. to the west to Errecart Blvd. to the east. We have not designated the exact location of the roadway. We need to think about this entire parcel as it pertains to our future transportation component with the City of Elko. The Planning Department issues home occupation permits. Mr. Highland does not have a home occupation permit. We don't have a home occupation permit that would allow a businesses in a yard. The business needs to be in the home. Her recommendation would be that this application to purchase the property be denied based on the findings listed in the staff report but mostly because our long-range planning on that future roadway and that parcel has not been decided at this time.

Loren Highland, 644 Juno Street, said this throws a monkey wrench into the whole thing. He pointed out that there are several neighbors running businesses from their properties and gave a description of two. Without bees we are not going to exist. They pollinate everything we have and are a great asset to the world. As a Veteran, this is his outlet for things that bother him. He has a significant number of hives and has run out of room on his property. He doesn't necessarily want to purchase the ground. He takes them to California in the winter to pollinate trees. He just needs some dirt to sit the hives on. There are three beekeepers in the area. He is the only beekeeper in Elko.

Mayor Keener didn't think it was workable to carve up that lot as it sits.

Mr. Highland said he didn't really want to buy the land. He really just wants to borrow it for a while.

Ms. Laughlin said it is legal for him to have hives on his property.

Mayor Keener asked if there were any other City owned properties where he can store his hives.

Ms. Laughlin answered it is a long process and the property would have to be appraised and we would have to follow the NRS requirements. He may have better options on private owned property.

Councilman Schmidtlein asked if Mr. Highland has approached some of the local ranchers about putting hives on their property.

Mr. Highland said he had some out at the Miller Ranch and they got sprayed.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Hance, to deny the request to sell a portion of APN: 001-710-055, based on the finding that selling a portion does not meet the long-range planning goals and objectives of the City of Elko, acknowledging Ms. Laughlin's findings in her staff report.**

The motion passed unanimously. (5-0)

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Tower Hill Unit 3 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 15-19, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

Michele Rambo, Development Manager, explained this is the standard agreement with some new language to allow for bonding. She recommended approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Schmittlein, seconded by Councilman Stone, to approve the Performance/Maintenance Agreement for Subdivision Improvements associated with the Tower Hills Unit 3 Subdivision and require that the developer enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

VII. RESOLUTIONS AND ORDINANCES

- B. Review, discussion, and possible adoption of Resolution No. 5-20, a resolution authorizing the City of Elko to enter into a revocable agreement with Trac B Harm Reduction Clinic for implementation and oversight of a syringe services program at the Humanitarian Campground, and matters related thereto. **FOR POSSIBLE ACTION**

On January 14, 2020, Council directed Staff to develop a revocable agreement with Trac B Harm Reduction Clinic for the implementation and oversight of a syringe service program at the Humanitarian Campground located at 398 Hot Springs Road for the benefit of persons properly registered and utilizing the campground. SAW

Cathy Laughlin, City Planner, explained this resolution needs to be approved prior to the other agenda item, which is the revocable agreement.

Richard Cusolito, Spring Creek, said he is ready to get it started as long as they are going to approve it. They have been waiting for this to be approved and have helped several campers get into rehab. There are three people out there that are still injecting drugs and they are working on getting them into rehab.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to adopt Resolution No. 05-20.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS (Cont.)

- D. Review, consideration and possible action to approve a Revocable Agreement for the Implementation and Oversight of a Syringe Services Program at the Elko Humanitarian Campground, and matters related thereto. **FOR POSSIBLE ACTION**

On January 14, 2020, Council directed Staff to develop a revocable agreement with Trac B Harm Reduction Clinic for the implementation and oversight of a Syringe Services Program at the Humanitarian Campground located at 398 Hot Springs Road for the benefit of persons properly registered and utilizing the campground. SAW

Mayor Keener asked Mr. Cusolito if he was a volunteer.

Mr. Cusolito answered he is employed by the clinic. He works for FISH part-time and he works for the clinic.

Mayor Keener asked about the daily inspections of the campground. Will the daily inspections be a problem?

Mr. Cusolito answered no. He will do that daily. It is about getting people healthy.

Councilman Schmidtlein noted in the agreement they will be reporting quarterly.

Ms. Laughlin said Scott Wilkinson wanted her to point out that this is for those registered at the camp through FISH.

Mr. Cusolito said working at the camp isn't helping the whole town but he will take what he can get.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve a Revocable Agreement for the Implementation and Oversight of a Syringe Services Program at the Elko Humanitarian Campground.**

The motion passed unanimously. (5-0)

- B. Review, consideration and possible action to initiate amendment to Title 8 Chapter 18, entitled "Public Improvement Standards", and matters related thereto. **FOR POSSIBLE ACTION**

The principal objective of the proposed amendment is to include a detail in the public improvement standards for micro-trenching. The current code references standard details by the Regional Transportation Commission of Washoe County, which does not include a detail for micro-trenching. MR

Michele Rambo, Development Manager, explained this is in conjunction with Ordinance 849 about micro trenching. They came up with a detail that goes with the ordinance.

Mayor Keener said he went over that with Mr. Thibault and this change makes sense. He called for public comment without a response. He noted there was a typo on the title of the ordinance.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to initiate an amendment to Title 8, Chapter 18, entitled "Public Improvement Standards" as presented by staff.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of Revocable Permit No. 1-20, filed by Bulldog Ranch, LLC and Edward Jones Investments, to occupy a portion of the North 5th Street Right-of-Way as located adjacent to 2213 North 5th Street, to accommodate installation of a new sign, and matters related thereto. **FOR POSSIBLE ACTION**

Edward Jones Investments operates a business on real property owned by Bulldog Ranch LLC. The proposed monument sign is located in the City of Elko Right-of-Way. City Code requires they have a Revocable Permit to occupy the Right-of-Way.
CL

Cathy Laughlin, City Planner, explained the License Agreement was included in the packet. This would be for Edward Jones Investments. They would like to add an additional monument sign. They currently have a wall sign.

Councilman Schmidtlein asked if there would be a visibility issue.

Ms. Laughlin explained that Mr. Thibault spoke to them about this and YESCO will be pushing the sign back to the furthest area of that square. It will not cause a visibility issue.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve Revocable Permit No. 01-20, subject to execution of a standard license agreement between the applicant, property owner and the City of Elko.**

The motion passed unanimously. (5-0)

VII. RESOLUTIONS AND ORDINANCES (Cont.)

- A. First reading of Ordinance No. 849, an ordinance amending Title 8, Chapter 2 of the Elko City Code entitled "Utility Occupancy of Public Rights-Of-Way or Public Easements, Smart Dig Requirements, and City Excavation Permits", and direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. **FOR POSSIBLE ACTION**

On February 11, 2020, Council approved the initiation of Ordinance No. 849 and directed Staff to conduct a First Reading. MR

Michele Rambo, Development Manager, explained this is the first reading. At the last meeting, you initiated an ordinance for micro trenching. Nothing has changed since the last meeting.

Mayor Keener noted the broadband developers are waiting on this one.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to conduct First Reading of Ordinance No. 849, and direct staff to set the matter for second reading, public hearing and possible adoption.**

The motion passed unanimously. (5-0)

IX. REPORTS

A. Mayor and City Council

Councilman Schmidlein reported that he had the opportunity to attend the Medicare in Elko Workgroup. This group is working on how to recruit medical professionals to the area. They need buy-in from the elected officials and looking for ideas on how to move forward with this. The next meeting will be April 8 at 6pm at the Senior Center. There will be a Medicare 101 class that will be held Thursday March 12 at 5:00 p.m. Friday night, at 5:30 p.m. March 13, there will be a meet 'n greet with a lot of the health providers in the area at the Western Folklife Center. March 14 is the local Health Fair.

Mayor Keener was able to go to the new physician welcome that was held at NNRH. There were three new physicians there. There is a census event on Friday at the Library.

Curtis Calder said he would be at the Census event at the Library and any elected officials were welcome to attend.

Mayor Keener will be seeing Congressman Amodei. He asked Curtis if everything is moving forward with the Union Pacific property.

Curtis Calder said they have responded back to us on a couple of things. They have questions and have requested some information. It will take us a few days to pull the information together and get back to them.

Councilman Stone said he met with Karen Walther at the Animal Shelter and there has not been any money received yet for the TNR program.

Curtis Calder said the code changes were not response to any type of a grant program. It was allowing third parties to do trap neuter return. If we were to participate actively, there may be some grant opportunities but we are not set up to participate in that program.

Councilman Stone said the Colony has hired an animal control person. They have a lot of feral cats.

B. City Manager

Curtis Calder asked Council to mark their calendars for March 26th for a LASSO vet and volunteer recognition dinner at the Basque House. Our first budget hearing is at the next City Council meeting. We have a staff meeting scheduled for Thursday where they will be addressing the capital equipment requests. The tentative budget can still change before the final budget.

C. Assistant City Manager

D. Utilities Director

E. Public Works

F. Airport Manager

Mayor Keener asked if Jim has spoken to Hillary yet.

Jim Foster answered they are playing phone tag at this time.

Councilman Stone asked if there was any progress on the restaurant.

Jim Foster said he has heard from Veronica and the agreement has been drafted. Grandpa's Tacos was the only bid received. He hopes to have the agreement at the next Council Meeting.

G. City Attorney

H. Fire Chief

Jack Snyder reported the volunteers went to Boise last week to inspect the wild land truck. They have been working with NV Gold Mines and others to take the hazmat team to the next level. They want to take it to a regional hazmat team. They have a meeting tomorrow at 1:00 p.m. at Station 2 if anyone would like to join them. The awards banquet will be Friday at the Folk Life Center at 6:00 p.m.

I. Police Chief

J. City Clerk

K. City Planner

L. Development Manager

Councilman Schmidlein asked Michele if she has reached the property owners of the abandoned property on 5th Street that had the door left open.

Michele Rambo answered she didn't get that information.

Councilman Schmidlein said the door was left open and squatters were going in and out.

M. Financial Services Director

N. Parks and Recreation Director

O. Civil Engineer

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

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

SS February 18, 2020

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 4:00 p.m., Tuesday, February 18, 2020.

This meeting was called to order by Mayor Pro Tempore Robert Schmidtlein.

CALL TO ORDER

ROLL CALL

Mayor Absent: Reece Keener

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

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Dennis Strickland, Public Works Director
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Dale Johnson, Utilities Director
 Clark Phillips, Water/Sewer Superintendent
 Bob Thibault, Civil Engineer
 James Wiley, Parks and Recreation Director
 Cathy Laughlin, City Planner
 Nikki Johnson, Swimming Pool Manager
 Pete Dondero, Golf Superintendent
 Shane Fertig, Landfill Superintendent
 Jeff Ford, Building Official
 Matt Griego, Fire Chief
 Jack Snyder, Deputy Fire Chief
 Susie Shurtz, Human Resources Manager
 Tobey Hancock, Recreation Services Manager
 Ty Trouten, Police Chief
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

I. STRATEGIC PLANNING WORKSHOP

- A. Discussion regarding short and long-term budget priorities, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, explained we will not get into the specific budget details. Today he wanted to take a broad overview and get some direction on a few big capital items and policy decisions. He gave a presentation (Exhibit "A").

Councilwoman Simons asked, when discussing funding a new swimming pool, what bonds are expiring, how much are they and when do they expire.

Mr. Calder answered the Police Station is maturing in 2024, and it was a \$3 million bond. The Airport bond for the terminal is retiring in 2026, and that is a 2% room tax for the airport. The Police Station was a property tax bond. The last 2% bond we did was for \$8 million. Theoretically, if interest rates were static, there is a potential of getting \$11 million in debt. Even with the ability to borrow \$11 million, the City will want to get with the Pennington Foundation to help fund a new swimming pool facility.

Councilman Schmidlein asked about the status of the swimming pool roof.

Mr. Calder answered the roof needs to be reroofed this summer. We will have to involve an engineer and a contractor. We have also planned to re-plaster the pool. Both projects will be a significant portion of the \$1 million estimated. There are no other options available other than closing the facility. The pool is in bad shape but it is safe according to a structural engineer.

Councilman Schmidlein asked if there is a possibility of the Boys and Girls Club could be incorporated into a recreation center or swimming pool.

Mr. Calder said that is where we get into community partnerships. We would have to have those types of discussions to see if it makes sense. We would like to see our regional partners involved since it would be a regional facility. We could talk to the County, the Boys and Girls Club and others that would like to see the facility constructed. He continued with his presentation.

James Wiley, Parks and Recreation Director, explained the feasibility study that was done ten years ago and what it included. There was extensive discussion about how large it was proposed to be vs. how big the current facility was and the need for a new feasibility study.

Mr. Calder explained each of his proposed Action Items.

Action Items

- Replacement Swimming Pool Feasibility Study (\$30K-\$50K)

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve going forward with a replacement Swimming Pool Feasibility Study.**

The motion passed unanimously. (4-0)

- Existing Swimming Pool Maintenance Repair (\$400K-\$500K)

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to authorize the needed maintenance and repair on the existing Swimming Pool.**

The motion passed unanimously. (4-0)

- No new full-time positions in the General Fund

Councilman Stone stated he wants more information regarding adding positions before they vote on this.

Mr. Calder cautioned everyone, unless it is a critical need, he won't support the requests. Ultimately, it is the Council's decision. He hasn't seen all the details yet either.

Jan Baum, Financial Services Director, said in the budget packets, they have included all open positions. All current positions are already budgeted. We are talking about adding positions over and above what is already budgeted.

Councilman Schmidtlein thought they should vote and move on this one.

Chief Griego said in keeping with the Mission and Vision statements, and creating a community with great public service, we are not making it happen in the Fire Prevention Department. One Fire Marshal struggling to do all these inspections. There are too many certifications to do this part-time. It is a professional position. They are going to present Council bringing in some revenue with an additional Fire Marshal, anywhere from \$200,000 to \$400,000 a year.

Councilman Stone thought they can consider these requests on an individual basis.

NO ACTION

- Increase Room Tax 2% effective 7/1/2020

Councilwoman Simons thought we could ask staff to put the room tax increase on the next agenda for discussion.

Mr. Calder said this is a City Council decision but the ECVA and the Lodging Committee would want input.

NO ACTION

- Golf Fund – Keep as Enterprise Fund or Return to General Fund

Mr. Calder said if this is something the Council would like to consider, there is a timing process to get it moved over, and public hearings will be needed.

Councilman Schmidtlein asked that this be discussed as an agenda item.

Councilmembers Simons and Hance thought it should stay the way it is for another year. It is easier to track the finances.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to keep the Golf Fund as an Enterprise Fund through FY 2021, to get a better handle on where the numbers are going.**

The motion passed unanimously. (4-0)

- Vehicle Leasing – Potential Savings = \$35K/year

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to ask staff to arrange a presentation from the vehicle leasing company to be on a future agenda. Have them do a light vehicle presentation and then something for the specialty vehicles separately.**

Mr. Calder stated they don't really do specialty vehicles outside of some public safety vehicles. They will do police cars but they won't do fire trucks or motor graders. They call it light vehicles but it would include police vehicles.

Chief Griego said they can bring a presentation on fire vehicles because all the major manufacturers do lease the fire vehicles.

The motion passed unanimously. (4-0)

- Pursue Union Pacific Railroad Right-Of-Way Acquisition through RDA and/or City Funds

Councilwoman Simons wondered if all five of them should discuss and vote on this item.

Councilman Schmidtlein said he would like to have an update. He knows Amodei has been doing a lot of work on this, trying to get the acquisition on the east end. Mayor Keener has been involved as well.

Mr. Calder said he could reach out to get more information. There are some new people at Union Pacific and that might help get this moving forward. There isn't a sense of urgency on this one but he wanted to get this in front of Council.

NO ACTION

Councilman Stone said they did the feasibility for the swimming pool. Do we want to do have this as a feasibility recreation center/swimming pool?

Councilwoman Simons answered that was the assumption.

Mr. Calder thought they could segment the two and get costs for both. Because we want the footprint to be large enough to grow into a recreation center, they have to do it as that and then

subtract the cost of the recreation center component. Either way you need a space to accommodate both.

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 Pro Tempore Robert Schmidlein adjourned the meeting.

Mayor Pro Tempore Robert Schmidlein

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation of Fire Apparatus Leasing options through Pierce Manufacturing from Appleton Wisconsin, and matters related thereto.**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **Presentation**
4. Time Required: **10 Minutes**
5. Background Information: **Pierce Manufacturing of Appleton Wisconsin offers two different leasing options for fire departments and municipalities to purchase new fire apparatus. The presentation will be presented by Mr. Tom Whitmer, who is the director, business development for Pierce Financial Solutions.**
6. Budget Information:

Appropriation Required: **\$0**
Budget amount available: **\$0**
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion:
10. Prepared By: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and direction to Staff regarding the Fiscal Year 2020/2021 Budget, inclusive of all Funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **40 Minutes**
5. Background Information:
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of an agreement between the City of Elko and Erika Johnson, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **3 Minutes**
5. Background Information: **The City of Elko and Dr. Erika Johnson desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC**
6. Budget Information:
 Appropriation Required: N/A
 Budget amount available: N/A
 Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Annual Veterinarian Contract**
9. Recommended Motion: **Renew agreement between the City of Elko and Erika Johnson, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

VETERINARIAN CONTRACT (INDEPENDENT CONTRACTOR)

THIS AGREEMENT, made and entered into as of the ____ day of ____, 2020, by and between the **CITY OF ELKO**, a Nevada Municipal Corporation, hereinafter referred to as "ELKO," and **Erika Johnson, D.V.M.**, hereinafter referred to as "VETERINARIAN CONTRACTOR," it being specifically understood that any and all references to the words "ELKO" and "VETERINARIAN CONTRACTOR" shall include the masculine, feminine and neuter genders, and singular and plural as indicated by the context and number of the parties hereto.

RECITALS:

The parties recite and declare:

1. VETERINARIAN CONTRACTOR is duly licensed to practice veterinarian medicine.
2. VETERINARIAN CONTRACTOR is willing to enter into this contract as an independent contractor with ELKO, and ELKO is willing to engage VETERINARIAN CONTRACTOR on the terms, covenants and conditions set forth in this agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, ELKO and VETERINARIAN CONTRACTOR agree as follows:

SECTION 1 INDEPENDENT CONTRACTOR

1.01 ELKO hereby engages (as an independent contractor) VETERINARIAN CONTRACTOR as a Veterinarian, and VETERINARIAN CONTRACTOR hereby accepts and agrees to such engagement.

SECTION 2 TERM OF AGREEMENT

2.01 The term of this agreement shall be a period of one (1) year, commencing March 1, 2020, and terminating February 28, 2021, subject, however, to prior termination as provided in this agreement.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801

SECTION 3
DUTIES OF VETERINARIAN CONTRACTOR

3.01 VETERINARIAN CONTRACTOR shall practice the specialty of veterinarian medicine solely as an independent contractor of ELKO. It is understood that VETERINARIAN CONTRACTOR may practice outside of the conditions set forth in this agreement.

3.02 VETERINARIAN CONTRACTOR agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of ELKO. Such duties shall be rendered at the Elko Animal Shelter, and at such other place or places as ELKO shall in good faith require or as the interest, needs, business or opportunity of ELKO shall require.

3.03 VETERINARIAN CONTRACTOR shall be duly licensed to practice veterinarian medicine in the State of Nevada.

SECTION 4
COMPENSATION AND HOURS OF SERVICE

4.01 Compensation. For services to be rendered by VETERINARIAN CONTRACTOR, ELKO shall pay VETERINARIAN CONTRACTOR the amount of FORTY-FIVE DOLLARS (\$45.00) per hour, for hours worked. VETERINARIAN CONTRACTOR shall submit a time sheet to the ANIMAL SHELTER MANAGER every month for processing. It is understood that "LASSO" will reimburse the City of Elko for the fees paid by ELKO to the VETERINARIAN CONTRACTOR.

4.02 Hours of Service. VETERINARIAN CONTRACTOR shall, subject to the provisions herein, work a maximum of forty (40) hours per month, which may average ten (10) hours per week. VETERINARIAN CONTRACTOR understands that the work schedule is flexible and based upon the demand for services.

SECTION 5
COSTS PAID BY VETERINARIAN CONTRACTOR

5.01 In addition to professional liability insurance, VETERINARIAN CONTRACTOR

must obtain and pay for her license fees and all other fees. VETERINARIAN CONTRACTOR is not required to but may obtain health insurance, association fees and other benefits at her cost.

5.02 VETERINARIAN CONTRACTOR, as an independent contractor, shall be responsible for her own Federal income tax withholding, FICA, Medicare, Nevada Worker's Compensation Insurance and all other withholdings and costs required to be paid as an independent contractor.

SECTION 6 **INSURANCE**

6.01 At all times during the term of this agreement, VETERINARIAN CONTRACTOR shall maintain, paid by Lasso, Worker's Compensation and professional liability ("veterinarian medical malpractice") insurance with an insurance company licensed to do business in the State of Nevada covering VETERINARIAN CONTRACTOR for malpractice claims based upon conduct alleged to have occurred during the term of this agreement, under either (i) "occurrence" type insurance or (ii) "claims made" type insurance with a "tail" of reasonable and customary duration, with limits of ONE MILLION DOLLARS (\$1,000,000.00) for each claim and not less than TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate for the policy year.

SECTION 7 **ITEMS PROVIDED BY THE CITY OF ELKO**

7.01 The City of Elko will furnish the following veterinarian's space and other items:

7.02 Space. The City of Elko will make available to VETERINARIAN CONTRACTOR space for use by VETERINARIAN CONTRACTOR at the Elko Animal Shelter.

7.03 Utilities and Ancillary Services. City of Elko will furnish janitorial services, gas, water, heat, air conditioning, electricity and other services and utilities as are reasonably necessary for the proper operation and conduct of the service.

7.04 Supplies. The City of Elko will furnish all expendable and non-expendable supplies necessary for the proper operation of VETERINARIAN CONTRACTOR's services, such as drugs, chemicals, film and similar supplies used in the operation of the service.

7.05 Exclusive Use. VETERINARIAN CONTRACTOR understands all items provided by the City of Elko are for the exclusive use and benefit of the Elko Animal Shelter. VETERINARIAN CONTRACTOR shall not use City-owned space, services, and/or supplies for private use.

SECTION 8 **TERMINATION**

8.01 In the event of any violation by VETERINARIAN CONTRACTOR of any of the terms of this agreement, ELKO may terminate this independent contract without notice and with compensation to VETERINARIAN CONTRACTOR only to the date of such termination.

8.02 VETERINARIAN CONTRACTOR and/or ELKO may terminate this independent contract prior to February 28, 2021 by providing two (2) weeks written notice in accordance with Section 9.01.

SECTION 9 **ADDITIONAL PROVISIONS**

9.01 Notices. Any and all notices, demands, requests and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested to:

ELKO:

City of Elko
1751 College Avenue
Elko, Nevada 89801

VETERINARIAN CONTRACTOR:

Erika Johnson, D.V.M.
824 Thorpe Drive
Spring Creek, NV 89815

Such address may be changed by the party entitled to receive notice any time upon notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

9.02 Attorneys' Fees. If any legal action is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recovery of reasonable attorneys' fees and other costs incurred in that action or proceeding.

9.03 Waiver of Breach. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed or taken to be a waiver of any subsequent breach of the same covenant, condition or provision hereof.

9.04 Captions and Construction. The captions used herein as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this agreement or to be used in determining or constructing the intent or content of this agreement.

9.05 Severability. If any clause, sentence, provision of other portion of this agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions shall remain in force and effect.

9.06 Counterparts. This agreement may be executed in a number of counterparts, each of which, when executed, shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

9.07 Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter. This agreement may not be modified except by an instrument in writing executed by the parties.

9.08 Applicable Law. This agreement shall be governed by the laws of the State of Nevada. Any questions arising thereunder shall be construed or determined according to such law. Venue shall be Elko County, Nevada.

SECTION 10
VETERINARIAN CONTRACTOR'S ACCEPTANCE OF ENGAGEMENT

10.01 VETERINARIAN CONTRACTOR accepts the above-described engagement as an independent contractor of ELKO on the above-mentioned terms and conditions.

SECTION 11
ASSIGNMENT

11.01 Neither ELKO nor VETERINARIAN CONTRACTOR shall assign any rights or delegate any duties under this agreement without the prior written consent of the other.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Elko, Nevada, on the date hereabove written.

CITY OF ELKO:

VETERINARIAN CONTRACTOR:

By: _____
REECE KEENER, Mayor **ERIKA JOHNSON, D.V.M.**

ATTEST:

KELLY WOOLDRIDGE

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of an agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **3 Minutes**
5. Background Information: **The City of Elko and Dr. William Wright desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC**
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Annual Veterinarian Contract**
9. Recommended Motion: **Renew annual agreement between the City of Elko and Erika Johnson, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

VETERINARIAN CONTRACT (INDEPENDENT CONTRACTOR)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2020 by and between the **CITY OF ELKO**, a Nevada Municipal Corporation, hereinafter referred to as "ELKO," and **William Wright, D.V.M.**, hereinafter referred to as "VETERINARIAN CONTRACTOR," it being specifically understood that any and all references to the words "ELKO" and "VETERINARIAN CONTRACTOR" shall include the masculine, feminine and neuter genders, and singular and plural as indicated by the context and number of the parties hereto.

RECITALS:

The parties recite and declare:

1. VETERINARIAN CONTRACTOR is duly licensed to practice veterinarian medicine.
2. VETERINARIAN CONTRACTOR is willing to enter into this contract as an independent contractor with ELKO, and ELKO is willing to engage VETERINARIAN CONTRACTOR on the terms, covenants and conditions set forth in this agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, ELKO and VETERINARIAN CONTRACTOR agree as follows:

SECTION 1 INDEPENDENT CONTRACTOR

1.01 ELKO hereby engages (as an independent contractor) VETERINARIAN CONTRACTOR as a Veterinarian, and VETERINARIAN CONTRACTOR hereby accepts and agrees to such engagement.

SECTION 2 TERM OF AGREEMENT

2.01 The term of this agreement shall be a period of one (1) year, commencing March 1, 2020, and terminating February 28, 2021, subject, however, to prior termination as provided in this agreement.

SECTION 3
DUTIES OF VETERINARIAN CONTRACTOR

3.01 VETERINARIAN CONTRACTOR shall practice the specialty of veterinarian medicine solely as an independent contractor of ELKO. It is understood that this agreement is non-exclusive; accordingly, VETERINARIAN CONTRACTOR may practice veterinary medicine for third parties outside of the scope of this agreement.

3.02 VETERINARIAN CONTRACTOR agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of ELKO. Such duties shall be rendered at the Elko Animal Shelter, and at such other place or places as ELKO shall in good faith require or as the interest, needs, business or opportunity of ELKO shall require.

3.03 VETERINARIAN CONTRACTOR shall be duly licensed to practice veterinarian medicine in the State of Nevada.

SECTION 4
COMPENSATION AND HOURS OF SERVICE

4.01 Compensation. For services to be rendered by VETERINARIAN CONTRACTOR, ELKO shall pay VETERINARIAN CONTRACTOR the amount of FORTY-FIVE DOLLARS (\$45.00) per hour, for hours worked. VETERINARIAN CONTRACTOR shall submit a time sheet to the ANIMAL SHELTER MANAGER every month for processing. It is understood that "LASSO" will reimburse the City of Elko for the fees paid by ELKO to the VETERINARIAN CONTRACTOR.

4.02 Hours of Service. VETERINARIAN CONTRACTOR shall, subject to the provisions herein, work a maximum of forty (40) hours per month, which may average ten (10) hours per week. VETERINARIAN CONTRACTOR understands that the work schedule is flexible and based upon the demand for services.

SECTION 5
COSTS PAID BY VETERINARIAN CONTRACTOR

5.01 In addition to professional liability insurance, VETERINARIAN CONTRACTOR

must obtain and pay for his license fees and all other fees. VETERINARIAN CONTRACTOR is not required to but may obtain health insurance, association fees and other benefits at his cost.

5.02 VETERINARIAN CONTRACTOR, as an independent contractor, shall be responsible for his own Federal income tax withholding, FICA, Medicare, Nevada Worker's Compensation Insurance and all other withholdings and costs required to be paid as an independent contractor.

SECTION 6

INSURANCE

6.01 At all times during the term of this agreement, VETERINARIAN CONTRACTOR shall maintain, paid by Lasso, Worker's Compensation and professional liability ("veterinarian medical malpractice") insurance with an insurance company licensed to do business in the State of Nevada covering VETERINARIAN CONTRACTOR for malpractice claims based upon conduct alleged to have occurred during the term of this agreement, under either (i) "occurrence" type insurance or (ii) "claims made" type insurance with a "tail" of reasonable and customary duration, with limits of ONE MILLION DOLLARS (\$1,000,000.00) for each claim and not less than TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate for the policy year.

SECTION 7

ITEMS PROVIDED BY THE CITY OF ELKO

7.01 The City of Elko will furnish the following veterinarian's space and other items:

7.02 Space. The City of Elko will make available to VETERINARIAN CONTRACTOR space for use by VETERINARIAN CONTRACTOR at the Elko Animal Shelter.

7.03 Utilities and Ancillary Services. City of Elko will furnish janitorial services, gas, water, heat, air conditioning, electricity and other services and utilities as are reasonably necessary for the proper operation and conduct of the service.

7.04 Supplies. The City of Elko will furnish all expendable and non-expendable supplies necessary for the proper operation of VETERINARIAN CONTRACTOR's services, such as drugs, chemicals, film and similar supplies used in the operation of the service.

7.05 Exclusive Use. VETERINARIAN CONTRACTOR understands all items provided by the City of Elko relating to VETERINARIAN CONTRACTOR'S performance under this agreement are for the exclusive use and benefit of the Elko Animal Shelter. VETERINARIAN CONTRACTOR shall not use City-owned space, services, and/or supplies for private use or for the benefit of third parties outside of the scope of this agreement.

SECTION 8 **TERMINATION**

8.01 In the event of any violation by VETERINARIAN CONTRACTOR of any of the terms of this agreement, ELKO may terminate this independent contract without notice and with compensation to VETERINARIAN CONTRACTOR only to the date of such termination.

8.02 VETERINARIAN CONTRACTOR and/or ELKO may terminate this independent contract prior to February 28, 2021 by providing two (2) weeks' written notice to ELKO in accordance with Section 9.01.

SECTION 9 **ADDITIONAL PROVISIONS**

9.01 Notices. Any and all notices, demands, requests and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested to:

ELKO:

City of Elko
1751 College Avenue
Elko, Nevada 89801

VETERINARIAN CONTRACTOR:

William Wright, D.V.M.
508 Ashcroft Drive
Spring Creek, NV 89815

Such address may be changed by the party entitled to receive notice any time upon notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

9.02 Attorneys' Fees. If any legal action is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recovery of reasonable attorneys' fees and other costs incurred in that action or proceeding.

9.03 Waiver of Breach. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed or taken to be a waiver of any subsequent breach of the same covenant, condition or provision hereof.

9.04 Captions and Construction. The captions used herein as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this agreement or to be used in determining or constructing the intent or content of this agreement.

9.05 Severability. If any clause, sentence, provision of other portion of this agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions shall remain in force and effect.

9.06 Counterparts. This agreement may be executed in a number of counterparts, each of which, when executed, shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

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9.08 Applicable Law. This agreement shall be governed by the laws of the State of Nevada. Any questions arising thereunder shall be construed or determined according to such law. Venue shall be Elko County, Nevada.

SECTION 10
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10.01 VETERINARIAN CONTRACTOR accepts the above-described engagement as an independent contractor of ELKO on the above-mentioned terms and conditions.

SECTION 11
ASSIGNMENT

11.01 Neither ELKO nor VETERINARIAN CONTRACTOR shall assign any rights or delegate any duties under this agreement without the prior written consent of the other.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Elko, Nevada, on the date hereabove written.

CITY OF ELKO:

VETERINARIAN CONTRACTOR:

By: _____
REECE KEENER, Mayor **William Wright, D.V.M.**

ATTEST:

KELLY WOOLDRIDGE

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of an agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **3 Minutes**
5. Background Information: **The City of Elko and Dr. Hannah Rodriguez wish to enter into an annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC**
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Annual Veterinarian Contract**
9. Recommended Motion: **Renew agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

VETERINARIAN CONTRACT (INDEPENDENT CONTRACTOR)

THIS AGREEMENT, made and entered into as of the ____ day of ____, 2020, by and between the **CITY OF ELKO**, a Nevada Municipal Corporation, hereinafter referred to as "ELKO," and **Hannah Rodriguez, D.V.M.**, hereinafter referred to as "VETERINARIAN CONTRACTOR," it being specifically understood that any and all references to the words "ELKO" and "VETERINARIAN CONTRACTOR" shall include the masculine, feminine and neuter genders, and singular and plural as indicated by the context and number of the parties hereto.

RECITALS:

The parties recite and declare:

1. VETERINARIAN CONTRACTOR is duly licensed to practice veterinarian medicine.
2. VETERINARIAN CONTRACTOR is willing to enter into this contract as an independent contractor with ELKO, and ELKO is willing to engage VETERINARIAN CONTRACTOR on the terms, covenants and conditions set forth in this agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, ELKO and VETERINARIAN CONTRACTOR agree as follows:

SECTION 1 INDEPENDENT CONTRACTOR

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SECTION 2 TERM OF AGREEMENT

2.01 The term of this agreement shall be a period of one (1) year, commencing March 1, 2020, and terminating February 28, 2021, subject, however, to prior termination as provided in this agreement.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801

SECTION 3
DUTIES OF VETERINARIAN CONTRACTOR

3.01 VETERINARIAN CONTRACTOR shall practice the specialty of veterinarian medicine solely as an independent contractor of ELKO. It is understood that VETERINARIAN CONTRACTOR may practice outside of the conditions set forth in this agreement.

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SECTION 4
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SECTION 8 **TERMINATION**

8.01 In the event of any violation by VETERINARIAN CONTRACTOR of any of the terms of this agreement, ELKO may terminate this independent contract without notice and with compensation to VETERINARIAN CONTRACTOR only to the date of such termination.

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9.01 Notices. Any and all notices, demands, requests and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested to:

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City of Elko
1751 College Avenue
Elko, Nevada 89801

VETERINARIAN CONTRACTOR:

Hannah Rodriguez, D.V.M.
P.O. Box 5
Deeth, NV 89823

Such address may be changed by the party entitled to receive notice any time upon notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

9.02 Attorneys' Fees. If any legal action is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recovery of reasonable attorneys' fees and other costs incurred in that action or proceeding.

9.03 Waiver of Breach. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed or taken to be a waiver of any subsequent breach of the same covenant, condition or provision hereof.

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10.01 VETERINARIAN CONTRACTOR accepts the above-described engagement as an independent contractor of ELKO on the above-mentioned terms and conditions.

SECTION 11

ASSIGNMENT

11.01 Neither ELKO nor VETERINARIAN CONTRACTOR shall assign any rights or delegate any duties under this agreement without the prior written consent of the other.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Elko, Nevada, on the date hereabove written.

CITY OF ELKO:

VETERINARIAN CONTRACTOR:

By: _____
REECE KEENER, Mayor HANNAH RODRIGUEZ, D.V.M.

ATTEST:

KELLY WOOLDRIDGE

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation of Volunteer and Career Firefighter of the Year Awards, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **On February 28, 2020, the Elko Fire Department held its annual awards ceremony, and named the 2019 Volunteer and Career Firefighters of the Year. JS**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion:
10. Prepared By: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department for Plantmix Bituminous Pavement materials to be used for the Year 2020 Construction Season, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This is an annual bid request for Plantmix Bituminous Pavement Materials based upon a unit price per ton amount. The materials are primarily used by the Public Works Department on streets, but the material may also be used by other departments as needed. DS**
6. Budget Information: **Estimated amount to be used is 2,400 tons
Appropriation Required: \$200,000.00
Budget amount available: \$200,000.00 (requested in the 2020/21 FY budget)
Fund name: General Fund; Public Works Dept.; Hot-mix and Street Repairs**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **None at this time**
9. Recommended Motion: **Authorize Staff to solicit bids for Plantmix Bituminous Pavement materials to be used for 2020 Construction Season**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to award a bid for the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council directed Staff to solicit bids for this project on October 22, 2019. Bids were opened on March 3, 2020. Bid amount includes base bid and all six alternates. Bid tabulation sheet is provided. DJ**
6. Budget Information:

Appropriation Required: \$8,238,000.00
Budget amount available: FY 2020 2.125 M Water and 2.125 Sewer
FY 2021 2.875 M Water and 2.875 M Sewer
Total Amount 10M (5M Water and 5M Sewer)
Fund name: Water and Sewer
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tabulation Sheet Provided.**
9. Recommended Motion: **Pleasure of the Council.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO
BID TABULATION
FOR
WATER & WRF SHOP
BID OPENING DATE: 3/3/20

		Name Address City State Phone No.	MGM CONSTRUCTION 900 North 400 West Bldg. #5 North Salt Lake City, UT 84054 (801) 298-1805	Name Address City State Phone No.	Granite Construction 905 Railroad St. Suite #202 Elko, NV 89801 (775) 738-3676
No.	Bid Item Description		Total Amount		Total Amount
1	Base Bid		\$ 7,400,000.00		\$ 9,072,072.00
			Total BASE Bid \$ 7,400,000.00		Total BASE Bid \$ 9,072,072.00
ALT 1	Alternate No. 1: Automatic Gates at (2) Site Front Entrances - Additive Alternate No. 1; Automatic Gates at (2) Site Front Entrances - In-lieu of manual gates, furnish and install all necessary equipment and components for automatic gates, including electrical conductors, sensor loops, gate motors, motor concrete pads, keypads, keypad pedestals and pedestal concrete base, all electrical		\$ 63,000.00		\$ 52,950.00
			Total Alt. No. 1 \$ 63,000.00		Total Alt. No. 1 \$ 52,950.00
ALT 2	Alternate No. 2: Destratification Fans in Water Shop #137 and WRF Shop #153. - Additive Alternate 2; Add (5) destratification fans DF-1 through DF-5 as shown on Sheets M100 and M200. Alternate to include electrical conductors, breakers and all terminations and connections for complete and operational fans.		\$ 49,000.00		\$ 56,500.00
			Total Alt. No. 2 \$ 49,000.00		Total Alt. No. 2 \$ 56,500.00
ALT 3	Alternate No. 3: (2) Shop Telescopic Welding Arms and Exhaust Fans - Additive Alternate No. 3; Shop Telescopic Welding Arms and Exhaust Fans - Additive Alternate 3; Add shop exhaust fans EF-10 and EF-12 as shown on Sheet M100 and M200, including all associated ductwork, telescopic welding arms and control switches. Alternate to include electrical conductors, breakers and all terminations and connections for complete and operational systems.		\$ 26,000.00		\$ 30,000.00
			Total Alt. No. 3 \$ 26,000.00		Total Alt. No. 3 \$ 30,000.00
ALT 4	Alternate No. 4: 3-Ton Bridge Crane in WRF Truck Bay 1 #154 - Additive Alternate 4; Furnish and install a 3-ton bridge crane as specified in Section 146000 in the WRF Shop, including electrical conductors, breakers, connections and terminations for a complete and operational bridge crane system.		\$ 57,000.00		\$ 64,600.00
			Total Alt. No. 4 \$ 57,000.00		Total Alt. No. 4 \$ 64,600.00
ALT 5	Alternate No. 5: Stand-by Generator - Additive Alternate 5; Add the concrete generator pad and masonry screen wall as shown on Sheet A-101 and Detail D3/A-311. Add the stand-by generator, generator concrete pad, and transfer switch as specified in Sections 263210 and 263600. Alternate to include electrical conductors, terminations and connections for complete and operational system.		\$ 125,000.00		\$ 121,800.00
			Total Alt. No. 5 \$ 125,000.00		Total Alt. No. 5 \$ 121,800.00
ALT 6	Alternate No. 6: Pre-Engineered Storage Building. -Additive Alternate 6; Add the Storage Building in its entirety, including all Civil, Structural, Mechanical and Electrical improvements. Site development, including concrete aprons and sidewalks, around the Storage Building is shown on Add Alternate #6 Civil and Architectural Site Plans for the Storage Building.		\$ 518,000.00		\$ 894,200.00
			Total Alt No. 6 \$ 518,000.00		Total Alt No. 6 \$ 894,200.00
			Total Base Bid \$ 7,400,000.00		Total Base Bid \$ 9,072,072.00
			Total Alternate No. 1 \$ 63,000.00		Total Alternate No. 1 \$ 52,950.00
			Total Alternate No. 2 \$ 49,000.00		Total Alternate No. 2 \$ 56,500.00
			Total Alternate No. 3 \$ 26,000.00		Total Alternate No. 3 \$ 30,000.00
			Total Alternate No. 4 \$ 57,000.00		Total Alternate No. 4 \$ 64,600.00
			Total Alternate No. 5 \$ 125,000.00		Total Alternate No. 5 \$ 121,800.00
			Total Alternate No. 6 \$ 518,000.00		Total Alternate No. 6 \$ 894,200.00
			GRAND TOTAL \$ 8,238,000.00		GRAND TOTAL \$ 10,292,122.00

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible rejection of all bids for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This is a yearly maintenance project, which rotates between 5 clarifiers. Bids were opened on February 19, 2020. A Bid Tally Sheet is included as supplemental agenda information with staff findings. DJ**
6. Budget Information:
 - Appropriation Required: N/A
 - Budget amount available: \$144,000
 - Fund name: WFR/Sewer
7. Business Impact Statement: Not Required
8. Supplemental Agenda Information: Bid Talley Sheet
9. Recommended Motion: **The Council finds that there is minor mathematical errors in the Rema Tip Top's bid in the amount of \$10.26 on Item #3, \$0.96 on item #4, \$11.42 on item #5, and \$0.94 on item #9A. Rema Tip Top failed to complete the Bidder Preferential and the Boycott of Israel form was not signed, which is considered substantial errors. The council finds there are minor mathematical errors in the National Coating and Lining Company's bid in the amount of \$0.80 on line 9A. National Coating and Lining failed to fill out the 1% and 5% list, but was able to complete the form with in the required two-hour window. The National Coating and Lining failed to complete the Boycott of Israel form, which is considered a substantial error. The Council finds Farr Construction Corp. has submitted a complete bid, but the bid amount exceeds the budgeted amount for the project by \$149,940. Accordingly, the Council rejects all bids and have staff rebid the project due to substantial errors and the only complete bid exceeds the budgeted amount for the project.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO
BID TABULATION
FOR
WRF- CLARIFIER REHABILITATION PROJECT 2020
DATE: 2/19/20

Name **REMA Tip Top North America**
Address 4665 Manzanita Ln
City State Elko, NV 89801
Phone No. 775-778-0640

Name **National Coating & Lining Co.**
Address 26713 Madison Ave.
City State Murrieta, CA 92562
Phone No. 951-471-3388

Name **Farr Construction Corp.**
Address 1050 Linda Way
City State Sparks, NV 89431
Phone No. 775-356-8004

No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount	
					Bid Tab Totals	Correct Amounts
1	Mobilization & Demobilization Labor, Equipment, and Materials to and from the Project Site @: _____ Per Lump Sum Amount	1	LS	\$ 3,006.00	\$3,006.00	
2	The Contractor shall Clean all Clarifier Surfaces to be coated prior to sand blasting the surfaces using high pressure water jetting equipment, or similar methods @: _____ Per Lump Sum Amount	1	LS	\$ 1,920.00	\$1,920.00	
3	Provide and Perform Abrasive Sand Blast Cleaning meeting SSPC-SP10/NACE 2 "Near White Blast Cleaning" of all Clarifier Submerged Metal Surfaces @: _____ Per Square Foot of Surface Area.	2100	SF	\$ 4.90	\$10,279.74	\$10,290.00
4	Provide and Perform Abrasive Sand Blast Cleaning meeting SSPC-SP6/NACE 3 "Commercial Blast Cleaning" of the Metal Bridge Surfaces located above the High Water Level @: _____ Per Square Foot of Surface Area.	300	SF	\$ 4.53	\$1,359.96	\$1,359.00
5	Provide Materials, Labor & Equipment to coat/paint all metal surfaces of the East Primary Clarifier, as specified, @: _____ Per Square Foot of Surface Area.	2400	SF	\$ 26.67	\$63,996.58	\$64,008.00
6	Third Party Paint/Coating mil thickness Tests & Test Report, as specified in Section E. on Page 79 in the Project Technical Specifications @ _____ Per Lump Sum Amount.	1	LS	\$ 2,174.65	\$2,174.65	
7	Project Cleanup - Provide all Materials, Labor and Equipment required to clean up the Jobsite after completion of the work - see @: _____ Per Lump Sum Amount	1	LS	\$ 16,883.44	\$16,883.44	
				Total Base Bid	\$99,620.37	

Unit Price	Total Amount	
		Correct Amounts
\$1,234.00	\$12,340.00	
\$5,980.00	\$5,980.00	
\$11.68	\$24,528.00	
\$31.52	\$9,456.00	
\$9.47	\$22,728.00	
\$5,000.00	\$5,000.00	
\$3,640.00	\$3,640.00	
Total Base Bid	\$83,672.00	

Unit Price	
\$16,100.00	\$16,100.00
\$11,000.00	\$11,000.00
\$41.00	\$86,100.00
\$71.00	\$21,300.00
\$33.00	\$79,200.00
\$12,000.00	\$12,000.00
\$6,000.00	\$6,000.00
Total Base Bid	\$231,700.00

Alternate Bid Items

8A	Remove the Existing Aluminum handrail and Grating and Clean the Metal Surfaces of the West Secondary Clarifier Bridge Structure by high pressure washing prior to sand blasting @: _____ Per Lump Sum Amount	1	LS	\$ 1,920.00	\$1,920.00	
9A	Sand Blast the West Secondary Clarifier Bridge Structure in accordance with Standard SSPC-SP6/NACE 3 - "Commercial Blast Cleaning" @: _____ Per Square Foot of Surface Area.	310	SF	\$ 4.39	\$1,359.96	\$1,360.90

\$9,845.00	\$9,845.00	
\$35.53	\$11,015.00	\$11,014.30

\$8,500.00	\$8,500.00
\$71.00	\$22,010.00

							Name			Name			Name		
							Address			Address			Address		
							City State			City State			City State		
							Phone No.			Phone No.			Phone No.		
							REMA Tip Top North America			National Coating & Lining Co.			Farr Construction Corp.		
							4665 Manzanita Ln			26713 Madison Ave.			1050 Linda Way		
							Elko, NV 89801			Murrieta, CA 92562			Sparks, NV 89431		
							775-778-0640			951-471-3388			775-356-8004		
10A	Provide all Materials, Labor & Equipment to coat / paint all metal surfaces of the West Secondary Clarifier Bridge (above the high water level), as specified @: _____ Per Square Foot of Surface Area.	310	SF	\$ 45.58	\$14,128.86		\$52.12	\$16,158.00	\$16,157.20	\$83.00	\$25,730.00				
11A	Secondary Bridge Cleanup – Provide all Labor, Materials and Equipment required to cleanup the West Secondary Clarifier, and Bridge Structure, and Bolt the existing aluminum handrail and grating in place @: _____ Per Lump Sum.	1	LS	\$ 5,627.81	\$5,627.81		\$8,720.00	\$8,720.00		\$6,000.00	\$6,000.00				
				Total Alternates	\$23,036.63		Total Alternates	\$45,738.00		Total Alternates	\$62,240.00				
							Total Base Bid	\$99,620.37		Total Base Bid	\$83,672.00		Total Base Bid	\$231,700.00	
							Total Alternates	\$23,036.63		Total Alternates	\$45,738.00		Total Alternates	\$62,240.00	
							Total Bid with Alternates	\$122,657.00		Total Bid with Alternates	\$129,410.00		Total Bid with Alternates	\$293,940.00	
							1st			2nd			3rd		

Name	REMA Tip Top North America
Address	4665 Manzanita Ln
City State	Elko, NV 89801
Phone No.	775-778-0640
<p>NOTES:</p> <p>Item #3 should be \$10,290.00 amount indicates \$10,279.74 a \$10.26 error</p> <p>Item #4 should be \$1,359.00 bid tab indicates \$1,359.96 a \$.96 error.</p> <p>Item # 5 should be \$64,008.00 amount on bid tab indicates \$63,996.58 a \$11.42 error.</p> <p>Item #9A should be \$1,360.90 bid tab indicates \$1,359.96 a \$.94 error</p> <p>Mathematical errors (minor) Bidder Preferential was not complete and the Boycott of Israel was not signed and complete, these are considered substantial Errors (per Dave Stanton)</p>	

Name	National Coating & Lining Co.
Address	26713 Madison Ave.
City State	Murrieta, CA 92562
Phone No.	951-471-3388
<p>NOTES:</p> <p>Numbers rounded to the nearest dollar on Item 9A and 10A a total of \$.80</p> <p>Some mathematical totals were rounded up, this is a minor error. The 1% & 5% lists were not included at the bid open, we did receive these forms within 2 hours of the opening, also missing was the Boycott of Israel form, (these errors are considered substantial errors per Dave Stanton).</p>	

Name	Farr Construction Corp.
Address	1050 Linda Way
City State	Sparks, NV 89431
Phone No.	775-356-8004
<p>NOTES:</p> <p>A complete bid, however the bid amount greatly over exceeds the budget.</p>	

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible final acceptance of AIP 49: Reconstruction of Security Perimeter Fencing and Electrical Vault Upgrade at the Elko Regional Airport and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Airport Staff is asking for final acceptance of this project and to begin grant close out documentation with the FAA. On May 22, 2018, City Council awarded the bid for AIP 49 Security Perimeter Fencing to Custom Fence and Company and the Electrical Vault Upgrade to NNE Construction, Inc.**

This project completed construction of the airfield lighting vault and upgrading the perimeter fence and vehicle access gates. Recently the final punch list items were completed for this project. The vault project cost was \$ 417,535.32. The final fence project cost was \$ 1,560,453.30. The final total for this grant was \$2,370,888.70. Jviation, Inc was the project engineer/construction manager. JF
6. Budget Information:
 Appropriation Required: **\$2,370,888.70**
 Budget amount available **\$ 2,370,888.70**
 Fund name: **Airport Enterprise Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **AIP 49 Construction Report**
9. Recommended Motion: **Move to approve final acceptance of AIP #49 and Direct Staff to begin close out documentation for this grant with the Federal Aviation Administration.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **Jviation, Inc. | Kirk Nielsen | *Project Manager* | Direct 801.924.4228 | Cell 801.558.3428 | Email Kirk.Nielsen@jviation.com**

FINAL CONSTRUCTION REPORT

Bid Package 1 – Schedule I

Installation of an 8-foot Security Chain Link Fence and Gates

Bid Package 2 – Schedule I

Construct Airfield Lighting Vault

AIP Project No. 3-32-0005-049-2018

Elko Regional Airport



Elko, Nevada

Sponsored By:

City of Elko, Nevada

Federal Aviation Administration

JVIATION

405 South Main Street, Suite 950
Salt Lake City, UT 84111

Main 801.924.5800
Fax 801.924.5801

February 24, 2020

JVIATION.COM

TABLE OF CONTENTS

	PAGE
PART I: PROJECT HISTORY	1
1. Project Location.....	1
2. Work Items Constructed.....	3
3. Work Bid, but Not Constructed.....	4
4. Critical Construction Dates and Timeline.....	5
5. Construction Narrative	5
6. Prime and Subcontractors	6
7. Liquidated Damages.....	7
8. Summary of Project Costs	7
PART II: ADMINISTRATIVE	11
1. Narrative.....	11
2. Cost Breakdown.....	11
PART III: ENGINEERING.....	13
1. Narrative.....	13
2. Engineering Contract Information	13
PART IV: CONSTRUCTION.....	15
1. Change Orders and Supplemental Agreements	15
2. Summary of Final Quantities.....	16
3. Final Inspection Report	16
4. As-Built Drawings.....	16
5. Summary of Quality Assurance Test Results	16
6. Revised Construction Management Plan Testing Frequencies	17
7. Control Testing Schedule/Control Test Summaries.....	18
8. Force Account Summary	18
9. Summary of Items Acquired by Sponsor Directly	18
PART V: ALP UPDATE	19
PART VI: AIRPORT MASTER RECORD	21
PART VII: CERTIFICATIONS	23
1. Sponsor Certification and Disclosure Regarding Potential Conflicts of Interest	
2. Sponsor Certification for Drug-Free Workplace	
3. Sponsor Certification for Selection of Consultants	
4. Sponsor Certification for Project Plans and Specifications	
5. Sponsor Certification of Equipment/Construction Contracts	
6. Sponsor Certification for Construction Project Final Acceptance	
7. Sponsor Certification for Real Property Acquisition	
8. Consultant Certification for Project Testing	
9. Sponsor Certification for Testing Laboratories	
PART VIII: DBE PROGRAM.....	25
1. DBE Goals	25
2. DBE Participation Summary	25

APPENDICES

- A. BID SUMMARY AND TABULATION
- B. WEEKLY CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- C. ADMINISTRATIVE EXPENSES
- D. CONTRACTUAL AGREEMENTS
- E. SUPPLEMENTAL AGREEMENTS AND CHANGE ORDERS
- F. SUBSTANTIAL COMPLETION AND FINAL PUNCH LIST
- G. ACCEPTANCE TESTING DATA
- H. SPONSOR CERTIFICATIONS AND TESTING CERTIFICATIONS

PART I PROJECT HISTORY

1. PROJECT LOCATION

This Construction Report has been prepared in conjunction with the Contract Documents, Specifications and Plans for improvements to Elko Regional Airport, AIP Project No. 3-32-0005-049-2018. This project was funded in part by 93.75% grants from the FAA and 6.25% Sponsor's matching funds. All grant special conditions were met.

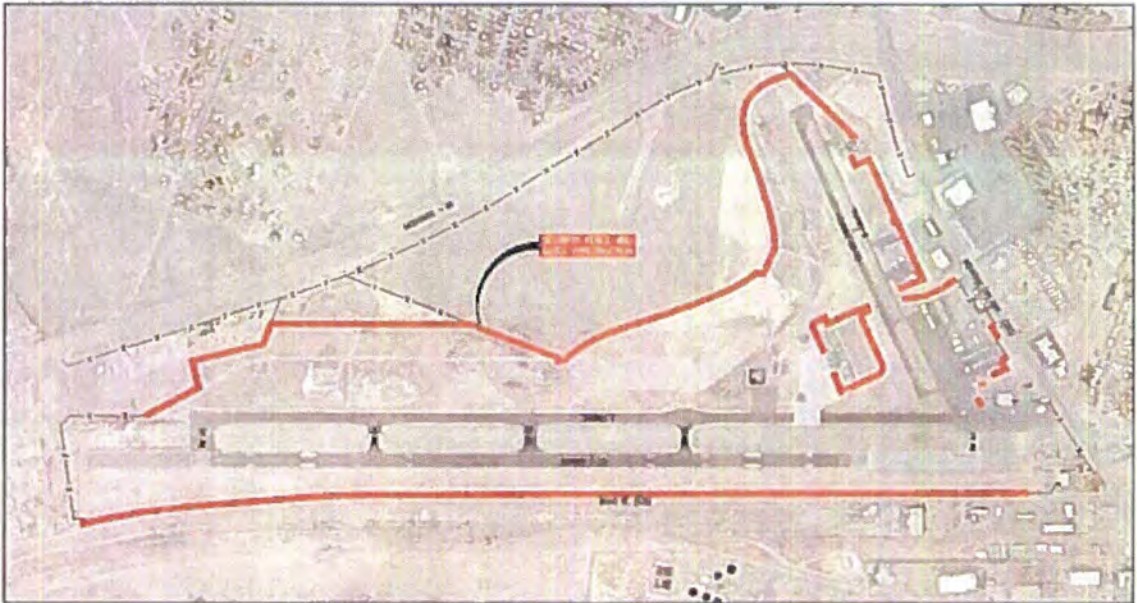
Work under this project is covered under two separate bid packages:

BID PACKAGE 1 - SCHEDULE I (FEDERAL)

Installation of an 8-foot Security Chain Link Fence and Gates

Bid package 1 consisted of improvements to the security fence around the perimeter of the airport. These improvements included the removal of 6-foot tall sections and the installation of a new 8-foot chain link security fence with three strand barb arms. The project also included the installation of manual swing gates, five (5) automatic vertical pivot gates, and the installation of a wildlife deterrent skirt along the northern portions of the airport. All work associated with this project was completed with Schedule I.

This project will hereafter be referred to either by its full descriptive name or as the "Security Fence Project."



BID PACKAGE 2 - SCHEDULE I (FEDERAL)
Construct Airfield Lighting Vault

Bid package 2 consisted of the construction of a new electrical lighting vault building. The new vault building houses constant current regulators which supply power to the various airfield lighting components. As part of this project two new constant current regulators were provided for the runway and taxiway circuits. Other new components include series circuit cutouts for all regulators, a series circuit reconnect cabinet, radio receiver for the radio-controlled lighting system, and control and relay panels.

In addition, the existing backup generator and its associated transfer switch were relocated from the existing vault to the new vault, as well as the sign circuit constant current regulator. The old runway regulator was also relocated and installed as a spare in the event that one of the other regulators malfunctions. All remaining electrical components within the existing vault were disassembled so that the structure could be utilized by the airport for storage.

All work associated with the lighting vault project was completed within Schedule I.

This project will hereafter be referred to either by its full descriptive name or as the "Lighting Vault Project."



2. WORK ITEMS CONSTRUCTED

Bid Package 1, Schedule I: Installation of an 8-foot Security Chain Link Fence and Gates

The scope of work included the following major work items for the **Security Fence Project**:

- **P-105a Mobilization** – This item consisted of the work and operations necessary for the movement of personnel, equipment, material, and supplies to and from the project site. A total of 1 lump sum item was completed.
- **P-151a Remove Existing Fence Line** – This item consisted of complete removal of the existing fence. A total of 17,200 linear feet of fence was removed.
- **P-151b Remove Existing Automatic Gates** – This item consisted complete removal of the existing automatic vertical pivot gates. A total of 7 automatic gate operators were removed.
- **P-151c Remove Existing Manual Gates** – This item consisted complete removal of 13 existing manual swing gates.
- **P-151d Remove and Reinstall Fiber Optic Cable** – This item consisted of the removal and reinstallation of 14,700 linear feet of fiber optics cable that is attached to the fence.
- **P-152a Relocate Millings Pile** – This item consisted of the relocation of a rotomillings stockpile that was in the path of the proposed fencing alignment. A total of 1 lump sum item was completed as part of this project.
- **F-162a 8-Foot Chain-Link Fence** – This item consisted of installation of 24,250 linear feet of 8-foot Chain Link Fence including all associated fencing components.
- **F-162b 16-foot Single Swing Gate** – This item consisted of the installation of one (1) 16-foot single swing gate.
- **F-162c 20-foot Double Swing Gate** – This item consisted of installing six (6) 20-foot double swing gate.
- **F-162d 24-foot Double Swing Gate** – This item consisted of installing three (3) 24-foot double swing gate.
- **F-162e 25-foot Double Swing Gate** – This item consisted of the installation of one (1) 25-foot double swing gate.
- **F-162f 40-foot Double Swing Gate** – This item consisted of the installation of one (1) 40-foot double swing gate.
- **F-162g Self Closing Security Walk Gate** – This item consisted of the installation of two (2) self-closing security walk gates near the terminal.
- **F-162h Walk Gate** – This item consisted of installation of two (2) manual walk gates.

- **F-162i Temporary Chain Link Security Fence** – This item consisted of the implementation of temporary security fence to complete installation of the new fence while maintaining airport security. A total of one (1) lump sum item was completed.
- **F-163a Wildlife Deterrent Fence** – This item consisted of the installation of 8,150 linear feet of underground chain link deterrent skirt beneath the new 8-foot chain link security fence.
- **F-163b Concrete Pad at Gate** – This item consisted of the placement of 6 concrete pads beneath manual swing gates. These pads were placed in conjunction with the wildlife skirt to prevent wildlife from digging beneath the gates.
- **F-165a 24-foot Double Vertical Pivot Gate** – A total of 2 automatic 24-foot double vertical pivot gates were installed as part of this project.
- **F-165b 16-foot Single Vertical Pivot Gate** – A total of 3 automatic 16-foot single vertical pivot gates were installed as part of this project.
- **D-701a Trash Rack** – This item consists of the fabrication and installation of a trash rack on the upstream side of 42" culvert. A total of 1 trash rack was installed as part of this project.
- **T-901a Seeding with Hydromulch** – This item consisted of seeding 6.0 acres with hydromulch in areas affected by grading and activities in Schedule I.

Bid Package 2, Schedule I: Construct Airfield Lighting Vault

The scope of work included the following major work items for the **Airfield Lighting Vault Project**:

This project was bid and completed in one (1) lump sum. This lump sum included all items associated with construction of the new lighting vault included excavation, concrete, masonry, electrical, and steel construction.

** All Change Orders are included in Appendix E of this document.

3. WORK BID, BUT NOT CONSTRUCTED

Bid Package 1, Schedule I: Installation of an 8-foot Security Chain Link Fence and Gates

- There were no items for the Security Fence Project that were bid and not constructed.

Bid Package 2, Schedule I: Construct Airfield Lighting Vault

- There were no items for the Airfield Lighting Vault Project that were bid and not constructed.

4. CRITICAL CONSTRUCTION DATES AND TIMELINE

SECURITY FENCE PROJECT

ITEM	DATE
Bid Date.....	May 21, 2018
Notice of Award	June 26, 2018
Notice To Proceed.....	August 15, 2018
Actual Start Date.....	August 20, 2018
Number of Original Contract Days.....	90 Working Days
Days Added by Change Order(s).....	0 Working Days
Days Added by Supplemental Agreement(s)**	0 Working Days
Total Calendar Day Count	90 Working Days
Number of Days Used.....	90 Working Days
Substantial Completion Date (Original Contract & Change Order(s)).....	December 21, 2018
Final Inspection.....	November 20, 2018

LIGHTING VAULT PROJECT

ITEM	DATE
Bid Date.....	May 21, 2018
Notice of Award	June 26, 2018
Notice To Proceed.....	September 7, 2018
Actual Start Date.....	September 17, 2018
Number of Original Contract Days.....	60 Calendar Days
Days Added by Change Order(s).....	10 Calendar Days
Days Added by Supplemental Agreement(s)**	0 Calendar Days
Total Calendar Day Count	70 Calendar Days
Number of Days Used.....	76 Calendar Days
Substantial Completion Date (Original Contract & Change Order(s)).....	December 29, 2018
Final Inspection.....	November 20, 2018

5. CONSTRUCTION NARRATIVE

A copy of each Weekly Construction Progress and Inspection Report for the project is included in Appendix B. These reports provide a progressive narrative summary of the construction activities during each week of the project.

6. PRIME AND SUBCONTRACTORS

SECURITY FENCE PRIME CONTRACTOR

Name: Custom Fence Company, dba Chcal Custom Fence
Contact: David Davis - Manager
Address: 2045 N. Main
Logan, Utah 84341
Phone: (801) 698-3290

SECURITY FENCE SUBCONTRACTORS

Name: A+ Concrete & Landscaping
LLC, dba Best Concrete LLC
Address: 5762 Sculptor Ct.
Sun Valley, Nevada 89433
Phone: (775) 553-6921
Construction Item: Concrete Pads

Name: Brimhall Fencing
Address: 1340 W Hinckley Dr.
Ogden, Utah 84401
Phone: (801) 392-7626
Construction Item: Vertical Pivot Gates

Name: NNE Construction, Inc.
Address: 4990 Victory Blvd.
Elko, Nevada 89801
Phone: (775) 738-8745
Construction Item: Electric

Name: Promontory Fence Co., LLC
Address: 6170 N Hwy 38
Bingham City, Utah 84302
Phone: (435) 720-1400
Construction Item: Grading, Millings
Relocation, Wildlife Skirt Excavation, Trucking

Name: Robert Johnson Hydroseeding
Address: PO Box 928
Deeth, Nevada 89823
Phone: (775) 340-5943
Construction Item: Seeding with Hydromulch

Name: Golder Associates
Address: 905 Railroad Street, Suite 101
Elko, Nevada 89801
Phone: (775) 753-6923
Construction Item: Quality Control Testing

Name: MAPCA Surveys, Inc.
Address: 580 Mt. Rose Street
Reno, Nevada 89509
Office: (775) 432-2067
Construction Item: Surveying

LIGHTING VAULT PRIME CONTRACTOR

Name: NNE Construction, Inc.
Contact: C. Ralph Allen
Address: 4990 Victory Blvd.
Elko, Nevada 89801
Phone: (775) 385-4124

LIGHTING VAULT SUBCONTRACTORS

Name: Michael Clay Corporation
Address: 410 E Minor Street
Winnemucca, Nevada 89445
Phone: (775) 623-4488
Construction Item: Building and Roof System

Name: Skyline Construction
Address: 196 Emigrant Trail #13
Spring Creek, Nevada 89815
Phone: (775) 744-2580
Construction Item: Concrete

Name: Pete Jones Masonry, Inc.
Address: 371 Mtn. City Hwy #2
Elko, Nevada 89801
Phone: (775) 738-7933
Construction Item: Masonry

Name: Snyder Mechanical
Address: 1250 Lamoille Hwy #104
Elko, Nevada 89801
Phone: (775) 738-5616
Construction Item: Louvers, Duct Work

7. LIQUIDATED DAMAGES

Security Fence Project

The original contract length for this project was 90 working days. No additional working days were added to the project. The Contractor used 90 working days to substantially complete all work. No liquidated damages were incurred during this project.

Lighting Vault Project

The original contract length for this project was 60 calendar days. An additional 10 calendar days were added with Change Order No. 2 for a total of 70 calendar days. The Contractor used 76 calendar days to substantially complete all work. In an effort of good faith, the sponsor waived all Liquidated Damages.

8. SUMMARY OF PROJECT COSTS

The Final Payment Summary Worksheet follows this page.

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Final Payment Summary Worksheet

NOTE: List all contracts (e.g., engineering, construction) separately. Give sub totals. (Include only eligible costs.)

PROJECT: A.I.P. No. 3-32-0005-049-2018

LOCATION: Elko Regional Airport

FEDERAL WORK ITEMS:	TOTAL COSTS	SPONSOR ACTION INELIGIBLE COSTS	FAA ACTION (To be filled out by FAA) ALLOWABLE Federal COSTS (Total costs - Ineligible costs)
ADMINISTRATION:			
1. Advertisement	\$ 1,254.36	\$	\$ 1,254.36
2. Independent Fee Estimate	\$ 2,500.00	\$	\$ 2,500.00
3. Other.(Electric Service)	\$ 6,350.00	\$	\$ 6,350.00
Administration Sub Total	\$ 10,104.36	\$	\$ 10,104.36
ENGINEERING:			
Firm Name: <u>Jviation, Inc.</u>			
1. Preliminary Design	\$	\$	\$
2. Design (Fence Project)	\$ (Pd In AIP-048)	\$	\$ (Pd In AIP-048)
2a. Design (Vault Project Only)	\$ 66,193.00	\$	\$ 66,193.00
3. Inspection (Fence Project)	\$ 258,711.45	\$	\$ 258,711.45
3a. Inspection (Vault Project)	\$ 67,891.27	\$	\$ 67,891.27
4. Amendment	\$	\$	\$
5. Other (define costs)	\$	\$	\$
6. Planning (ALP Update, etc.)	\$	\$	\$
Sub Total All Engineering	\$ 382,795.72	\$	\$ 382,795.72
FORCE ACCOUNT: (Describe Type)			
1.	\$	\$	\$
2.	\$	\$	\$
Sub Total	\$ N/A	\$	\$ N/A
CONSTRUCTION:			
Contractor Name: <u>Custom Fence</u>			
BID	\$ 1,568,219.00	\$	\$ 1,568,219.00
C.O. #1	\$ (12,042.50)	\$	\$ (12,042.50)
C.O. #2	\$ 4,276.80	\$	\$ 4,276.80
OTHER (Quantity Adjustments)	\$	\$	\$
Sub Total All Construction	\$ 1,560,453.30	\$	\$ 1,560,453.30
CONSTRUCTION:			
Contractor Name: <u>NNE Construction</u>			
BID	\$ 410,723.00	\$	\$ 410,723.00
C.O. #1	\$ (422.00)	\$	\$ (422.00)
C.O. #2	\$ 7,234.32	\$	\$ 7,234.32
OTHER (Quantity Adjustments)	\$	\$	\$
Sub Total All Construction	\$ 417,535.32	\$	\$ 417,535.32
LAND (total from land acq. cost sheet)			
	\$ N/A	\$	\$ N/A
EQUIPMENT: Give Name and Manufacturer			
1.	\$	\$	\$
2.	\$	\$	\$
Equipment Sub Total	\$ N/A	\$	\$ N/A
GRAND TOTAL	\$ 2,370,888.70	\$	\$ 2,370,888.70
FEDERAL SHARE REQUESTED FOR REIMBURSEMENT (93.75% X Grand Total)			\$ 2,222,708.00

(Note: The percent the federal share must be rounded down to the nearest whole dollar.)

PART II ADMINISTRATIVE

1. NARRATIVE

Administrative expenses were incurred for advertisement of the Invitation for Bids for the Security Fence as well as the Lighting Vault project, an independent fee analysis, and through a contract with NV Energy for the installation of electrical services to the new Lighting Vault. Copies of all administrative expenses are included in Appendix C.

2. COST BREAKDOWN

FEDERAL ADMINISTRATIVE COSTS

Elko Daily Free Press – Bid Announcement (Security Fence).....	\$715.38
Elko Daily Free Press – Bid Announcement (Lighting Vault)	\$538.98
Rood & Associates – Independent Fee Analysis (Lighting Vault)	\$2,500.00
NV Energy – Electrical Service Line	<u>\$6,350.00</u>
ADMINISTRATION TOTAL	<u>\$10,104.36</u>

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PART III ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT

1. NARRATIVE

Engineering fees incurred for the design of the Security Fence and Gates project were paid for under the AIP No. 3-32-0005-048-2017 grant. Engineering fees incurred for the bidding and construction management portion of the Security Fence and Gates project were paid for under the AIP No. 3-32-0005-049-2018 grant. Engineering fees incurred for the design and construction management of the Airfield Lighting Vault project were also included under the AIP-049 grant. Structural engineering and utility locate costs were also incurred during the design phase of the project. The field coordination and construction administration costs were expended for field inspection, quality assurance/acceptance testing, preparation of cost estimates and requests for reimbursements, record drawings and the final construction report. Copies of each of the engineering contract amendments are in Appendix D.

2. ENGINEERING CONTRACT INFORMATION

INSTALLATION OF 8-FOOT CHAIN LINK SECURITY FENCE AND GATES		
ITEM	JVIATION, Inc.	
	Original Contract (Amendment No. 16)	Actual Costs
Contract Date	August 28, 2018	
PART B – SPECIAL SERVICES		
Bidding Phase	\$15,020.00	\$15,020.00
Construction Administration	\$51,310.00	\$51,310.00
Pre-Construction Coordination	\$16,354.00	\$16,354.00
Post Construction Coordination	\$32,414.00	\$32,414.00
On-Site Construction Coordination	\$122,465.00	\$112,700.85
Reimbursable Costs During Construction	\$25,000.00	\$22,486.80
Acceptance Testing (Wood Group)	\$19,050.00	\$8,425.80
SECURITY FENCING/GATES TOTAL	\$281,613.00	\$258,711.45

CONSTRUCT AIRFIELD LIGHTING VAULT		
ITEM	JVIATION, Inc.	
	Original Contract (Amendment No. 15)	Actual Costs
Contract Date	June 13, 2018	
PART A - BASIC SERVICES		
Preliminary Design	\$10,715.00	\$10,715.00
Design	\$35,961.00	\$35,961.00
Bidding	\$9,517.00	\$9,517.00
BASIC SERVICES SUB-TOTAL:	\$56,193.00	\$56,193.00
PART B – SPECIAL SERVICES		
Construction Administration	\$9,130.00	\$9,130.00
Pre-Construction Coordination	\$4,605.00	\$4,605.00
On-Site Construction Coordination	\$27,899.00	\$25,396.35
Post Construction Coordination	\$16,746.00	\$16,746.00
Structural Engineer (Scott Ellis)	\$2,000.00	\$2,425.00
Utility Locates	\$500.00	\$500.00
Quality Acceptance Testing (Wood Group)	\$4,000.00	\$6,068.43
Reimbursable Costs During Construction	\$4,697.00	\$3,020.49
SPECIAL SERVICES SUB-TOTAL:	\$69,577.00	\$67,891.27
AIRFIELD LIGHTING VAULT TOTAL	\$125,770.00	\$124,084.27

COMBINED	Combined Contract Amount	Combined Actual Cost
SECURITY FENCING & VAULT TOTAL:	\$407,383.00	\$382,795.72

PART IV CONSTRUCTION

1. CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS

Copies of all signed project supplemental agreements and change orders are included in Appendix E. Below is a table of the change orders encountered during the project.

CONSTRUCT AIRFIELD LIGHTING VAULT

CHANGE ORDER NO. (Federal)	DESCRIPTION	APPROVAL DATE	APPROVED DAYS	AS-BUILT COSTS
1	Changes associated with Change Order No. 1 were made per comments made by the Elko Building Department regarding building ventilation per the IBC. These changes included removal of the gypsum ceiling and additional painting to the now exposed trusses. This change order also included the addition of anchor bolts for the backup generator.	10/02/2019	0	(\$422,000)
2	Change Order No. 2 included the additional of a 100 linear foot directional bore. This directional bore was the result of a broken conduit located underneath the GA Apron and was required to return power to hangars located on the other side of the apron. This change order also added an additional 10 calendar days to the contract length as a result of the directional bore and delays resulting from the utility company delaying the service change.	01/08/2019	10	\$7,234.32

INSTALLATION OF 8-FOOT SECURITY CHAIN LINK FENCE AND GATES

CHANGE ORDER NO. (Federal)	DESCRIPTION	APPROVAL DATE	APPROVED DAYS	AS-BUILT COSTS
1	Change Order No. 1 included additional funds for additional electrical work associated with the installation of the P-165 vertical pivot gates, as well as additional funds for the repair of a drainage pipe that was damaged during construction. In addition to these two items, this change order included quantity reconciliation based on the as-built quantities. Overall, Change Order No. 1 was deductive.	01/11/2019	0	(\$12,042.50)
2	Change Order No. 2 included additional funds for patching of asphalt areas damaged as a result of the Security Fence project.	06/27/2019	0	\$4,276.80

2. SUMMARY OF FINAL QUANTITIES

A copy of the final Periodic Cost Estimate for AIP Project No. 3-32-0005-049-2018 follows this page.

Quantity variations of ten (10%) percent or greater are justified as follows:

INSTALLATION OF 8-FOOT SECURITY CHAIN LINK FENCE AND GATES

ITEM	DESCRIPTION	ESTIMATED		AS-BUILT		JUSTIFICATION
		QTY	Units	QTY	% Comp	
P-152a	Relocate Millings Pile	1	LS	0.53	53.00	Prior to this project commencing, the airport began moving the millings pile substantially reducing its size before the project began. This item was reduced as part of Change Order No. 1.

3. FINAL INSPECTION REPORT

The final project punch list is included as Appendix F.

4. AS-BUILT DRAWINGS

As-built plans for the project, dated April 30, 2018 and one CD with PDF and AutoCAD files have been submitted with this report to the FAA.

5. SUMMARY OF QUALITY ASSURANCE TEST RESULTS

The following narratives describe the quality assurance testing operations for each material placed, including any issues that were encountered during construction. These narratives cover both the Security Fence Project and the Lighting Vault Project. Wood Environment & Infrastructure solution, Inc. (Wood) provided Quality Assurance (QA) testing services as a subconsultant to Jviation.

F-162 Chain-Link Fence (Security Fence)

A total of six (6) sets of cylinders were cast to test the compressive strength of the fence post foundations. All six (6) sets of cylinders had a compressive strength greater than the required minimum of 2,500 psi.

F-163 Wildlife Deterrent Fence (Security Fence)

In association with the construction of the 5-foot wildlife skirt, concrete pads were placed at four of the manual swing gates. One (1) set of compressive strength cylinders was cast and tested. This set of cylinders had a 28-day compressive strength greater than the minimum required compressive strength of 3,000 psi.

P-152 Excavation, Subgrade, and Embankment

Three samples of the material utilized as P-152 were obtained and submitted to Wood's Laboratory for determination of maximum dry density and optimum moisture content values, as well as soil classification. The project required compaction relative to the standard effort proctor (ASTM D 698) and a 95% compaction relative to max dry density was required for all tests.

In associated with the Security Fence Project, testing was performed on the subgrade beneath the pivot gate pads. Five total tests were taken, one at each new pad location. Each test was reported as passing.

In association with the Lighting Vault Project, testing was performed on the subgrade beneath the on-grade building slab, backfill on the conduit trenches, and the backfill around the electrical vaults. All testing was reported as passing.

P-610 Structural Portland Cement Concrete (Security Fence)

Structural Portland Cement Concrete was placed as part of this project for the construction of the base slabs for five vertical pivot gate operators. A total of one (1) concrete sample was collected and tested in accordance with Section 610-3.3. Field testing included determining the entrained air content and slump to verify conformance with Section 610-3.2 prior to placement. Cylinders for compressive strength testing were cast for the sample of concrete in accordance with Section 610-3.3, and the 28-day compressive strength of the sample exceeded 4,000 psi, in accordance with the project specifications.

Section 03 3000 Cast-In-Place Concrete (Lighting Vault)

As part of the construction of the Lighting Vault, concrete was utilized for the footings, foundation wall, building slab, and front sidewalk. In total, four sets of compressive strength cylinders were cast, and each achieved acceptable 28-day compressive strength results exceeding the 4,000 psi requirement.

Section 04 2000 Unit Masonry (Lighting Vault)

As part of the construction of the Lighting Vault, unit masonry was utilized for the construction of the walls. One set of fully grouted prisms, one set of grout samples, and one sample of mortar were obtained during construction for compressive strength testing. At 28-days the grout sample from the project had achieved a compressive strength of 2,195 psi which exceeded the requirement of 2,000 psi. At 28-days the fully grouted CMU prisms constructed by the masons on the project utilizing the on-site materials, achieved a compressive strength of 1,740 psi which exceeded the required 1,500 psi 28-day compressive strength. At 28-days the mortar sample achieved a compressive strength of 1,537 psi. This was below the required 28-day compressive strength of 1,800 psi, but it's believed that the sample was contaminated by rain and after discussion with the structural engineer and FAA it was deemed suitable to stay in place.

Copies of all acceptance testing data are included as Appendix G.

6. REVISED CONSTRUCTION MANAGEMENT PLAN TESTING FREQUENCIES.

P-610 STRUCTURAL PORTLAND CEMENT CONCRETE

Test	Test Procedures	Min. Testing Tolerance	Information Due By	Frequency of Tests Required	Frequency & Number of Tests Conducted
Compressive Strength of Cylindrical Concrete Specimens	ASTM C 39	4,000 PSI (min)	28 Days	One set per structure	A total of 1 sets of compressive strength cylinders were cast for a total 1 set per structure.

7. CONTROL TESTING SCHEDULE / CONTROL TEST SUMMARIES

The following testing narratives describe the testing operations associated with quality control testing for each material placed, including any issues that were encountered in the construction of these materials. Golder Associates provided Quality Control (QC) testing as a subcontractor of Custom Fence in association with the Security Fence project.

F-162 Chain-Link Fence (Security Fence)

A total of four (4) sets of cylinders were cast to test the compressive strength of the fence post foundations. All six (6) sets of cylinders had a compressive strength greater than the required minimum of 2,500 psi.

P-610 Structural Portland Cement Concrete (Security Fence)

Structural Portland Cement Concrete was placed as part of this project for the construction of the base slabs for five vertical pivot gate operators. A total of one (1) concrete sample was collected and tested in accordance with Section 610-3.3. Field testing included determining the entrained air content and slump to verify conformance with Section 610-3.2 prior to placement. Cylinders for compressive strength testing were cast for the sample of concrete in accordance with Section 610-3.3, and the 28-day compressive strength of the sample exceeded 4,000 psi, in accordance with the project specifications.

8. FORCE ACCOUNT SUMMARY

There was no force account work completed during this project.

9. SUMMARY OF ITEMS ACQUIRED BY SPONSOR DIRECTLY

No materials or services were directly acquired by the Sponsor outside of the materials summarized on the final pay estimate.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval for the Fire Department enter into a Professional Service Agreement with Creative Consulting Solutions, LLC., and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Review, discussion, and possible approval for the Fire Department enter into a Professional Service Agreement with Creative Consulting Solutions, LLC., and matters related thereto. FOR POSSIBLE ACTION**

In January 2017, the Centers for Medicare and Medicaid Services (CMS) approved Nevada's State Plan Amendment to allow a reimbursement rate for Ground Emergency Medical Transportation (GEMT) services that is based on actual costs to provide the service.

The GEMT program allows local government providers of ground emergency medical transportation (ambulance transport) to recover the actual costs to provide the service instead of the Fee Schedule rate of approximately \$250. In essence, the program allows local government provider to recover their overhead costs which are directly associated with the transport, thus more closely aligning the reimbursement with the true cost to provide the service. There are two key elements to the program. First, the reimbursement is only available to government providers, so a private company is not eligible. Second, in order to qualify for the reimbursement the government agency must provide emergency transport for Medicaid eligible patients.

The Fire Department is requesting authorization to enter into a 5 Year Professional Service Agreement with Creative Consulting Solutions, LLC. MG

6. Budget Information:

Appropriation Required: As outlined in agreement
Budget amount available: NA
Fund name: Fire Department Operations
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to enter into a 5 year Professional Service Agreement with Creative Consulting Solutions, LLC.**
10. Prepared By: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: City of Elko Fire Department Emergency Medical Reimbursement for
Emergency Medical Transportation, Ground Ambulance Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is entered into and effective this ____ day of _____ 2020 by and between **CREATIVE CONSULTING SOLUTIONS, LLC**, a Nevada limited-liability company (the "Consultant"), and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada (the "City").

R E C I T A L S

WHEREAS, the City is a governmental provider of emergency medical transportation, ground ambulance services (GEMT);

WHEREAS, the City has selected a Medicaid reimbursement methodology for GEMT which requires cost identification, reporting, reconciliation and settlement (the "Project");

WHEREAS, the purpose of this methodology is to reimburse the City for costs for providing emergency medical transportation services to Nevada Medicaid beneficiaries;

WHEREAS, Consultant has the background and capacity to provide consulting services to the City Fire Department for implementation of the Project;

WHEREAS, the City has the authority to enter into Agreement and deems the services of the Consultant is necessary and in the best interest of the City and its Fire Department;

NOW, THEREFORE, Consultant and the City, for and in consideration of Consultant's compensation to be paid by the City to Consultant as provided below, and in further consideration of the mutual covenants contained in this Agreement, hereby 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 required information and documents in order that there shall be no delay in the Project.

Section 1.2 The parties understand and agree that this Agreement is for 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.

Section 1.3 City reserves the right to employ other consultants in connection with the Project.

Section 1.4 City will have the right to disapprove any portion of Consultant's services on the Project.

ARTICLE II

SCOPE OF WORK

Section 2.1 The professional services to be rendered by Consultant as provided in this Article II shall constitute and collectively be called the "Services." The City authorizes Consultant to proceed with the Services in the manner provided in this Agreement. No other professional services shall be undertaken by Consultant and the City will not incur any liability for fees or expenses to Consultant for such professional services, unless and until the City gives Consultant a separate written approval to proceed. Upon receipt of such approval, Consultant shall perform the professional services provided for in the written approval and as described in this Agreement.

Section 2.2 The Services shall consist of the following:

- A. Completing the initial approved Nevada Medicaid GEMT Cost Allocation Plan (CAP) template using the City's specific information and data.
- B. Requesting the necessary data and completing the Nevada Medicaid GEMT Cost Report(s).
- C. Calculating the City's provider-specific cost-based reimbursement rate for ground emergency ambulance services. (NOTE: This is an annual process necessary to receive the federal share of funding for costs to provide services).
- D. Completing the year-end Nevada Medicaid annual cost settlement by assisting the City during the Cost Report audit and approval process; provided, Consultant will be compensated on an hourly basis as set forth in Article V, below, for time in excess of five (5) hours expended on Medicaid review.
- E. Providing other consulting or technical support on the Project as needed and authorized by the City.

Section 2.3 The foregoing Services shall include the submission of five (5) Cost Reports commencing with FY 2018 and continuing through FY 2022, and ten (10) additional hours for other services if needed; provided, approval for an extension to submit the FY 2018 Cost Report has been submitted to the Medicaid Agency and is pending; further provided, the foregoing shall only include the Cost Report for FY 2018 if Medicaid approves an extension for

FY 2018; further provided, if Medicaid does not approve an extension for FY 2018, FY 2019 will be the first year submitted.

ARTICLE III

TERM

Section 3.1 The Term of this Agreement shall commence on February ___, 2020 and shall terminate on June 30, 2023, unless earlier terminated as provided herein (herein referred to as the "Term"). Upon the expiration of the Term, the rights and obligations of the parties shall terminate, unless otherwise specifically provided in this Agreement.

ARTICLE IV

CITY'S RESPONSIBILITIES

Section 4.1 The City will, as necessary, provide Consultant with information and criteria outlining the City's objectives and requirements for the Project. The City will furnish to Consultant information need to perform the Services.

Section 4.2 The City has, by this Agreement, informed Consultant of the maximum cost for the Services. Any further costs will require additional approval from City.

Section 4.3 The City will maintain close liaison with Consultant. The City will designate, when necessary, representatives authorized to act in its behalf. The City will examine documents submitted by Consultant and shall render decisions pertaining to them promptly, to avoid unreasonable delay in the progress of the Services.

ARTICLE V

CONSULTANT'S COMPENSATION

Section 5.1 The City will compensate Consultant for performing the Services in accordance with the terms and conditions of this Agreement as follows:

- A. Unless otherwise specified, Consultant shall be compensated at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour. Services that will be compensated on an hourly basis include, but are not limited to: assistance with the City's annual budget process and budget projections, assistance with Medicaid claim review, assistance with other contract and/or billing vendor issues, claims analysis, Medicare and/or other federal program analysis and cost reporting, additional hours needed during the Medicaid audit, and assistance in identifying and allocating City administrative costs, and/or dispatch costs.

- B. Consultant shall be paid a flat fee in the amount of FOUR THOUSAND DOLLARS (\$4,000.00) for completing the Cost Allocation Plan (CAP) and the Medicaid GEMT Cost Report.
- C. Consultant shall be paid a flat fee in the amount of FIVE HUNDRED DOLLARS (\$500.00) for performing five (5) hours of work on the Medicaid Audit; provided, additional hours worked on the Medicaid Audit shall be paid at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour.

Section 5.2 Reimbursable expenses are additional reasonable expenditures not included as part of the Services that are actually incurred 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 and are pre-approved by the City:

- A. Travel, when approved in advance or required by City for Consultant and its representatives (except for travel in the general area of Consultant's office and/or within the City of Elko). Travel reimbursement shall be limited to:
 - 1. Reasonable actual cost of any taxi, bus, railroad or air travel (coach where applicable);
 - 2. Transportation by automobile at \$0.55 cents per mile, plus parking; and
 - 3. Reasonable actual lodging expenses and meals incurred while traveling.
- B. Statutorily required fees paid to governmental agencies for securing approvals of authorities having jurisdiction over the Project; and
- C. Other items contracted for by Consultant at the specific request of City.

ARTICLE VI

PAYMENTS TO CONSULTANT

Section 6.1 Payment for Consultant's Services pursuant to this Agreement will be made by City to Consultant and will be considered as full compensation for all personnel, materials, supplies and equipment used in performing the Services.

Section 6.2 Consultant shall provide the City with a monthly detailed invoice indicating the Services completed for each task to date and the cost of Services completed. The City agrees to pay correctly submitted invoices within thirty (30) days of the date of receipt.

Consultant may suspend professional services in the event that an invoice remains delinquent for sixty (60) days from date of invoice.

Section 6.3 The budget for total charges for Services (including reimbursable expenses) authorized by this Agreement is TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) for the Term. The budget may be increased by the City if necessary to complete the Project or in the event of a change in the scope of Services, so long as all City approval requirements are met. Consultant shall notify the City prior to expenditure of eighty percent (80%) of the budget if the need for a budget increase is anticipated.

Section 6.4 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 its obligations, or claims filed against Consultant or City relating to Consultant's Services.

ARTICLE VII TERMINATION

Section 7.1 Either party may terminate this Agreement by providing ten (10) days prior written notice to the other party. On termination, Consultant shall be entitled to payment of such amount, to be determined by City, as shall fairly compensate Consultant for the Services satisfactorily performed to the termination date. Payment by the City to Consultant of any monies pursuant to this Section 7.1 shall not bar the City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform the Services in accordance with this Agreement.

ARTICLE VIII INDEMNITY

Section 8.1 Consultant shall be liable to and agrees to indemnify, defend and hold harmless the City, and each officer, agent, attorney-in-fact and employee of the City against all claims against any of them for personal injury or wrongful death or property damages to the extent caused by the negligent act, error or omission to act in the performance of Consultant's professional services or by any negligent, act, error or omission to act in the execution or performance of this Agreement. This provision applies to both economic and non-economic damages.

ARTICLE IX NOTICES

Section 9.1 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:

Creative Consulting Solutions, LLC
Leah Lamborn, Member
4349 Stampede Drive
Carson City, NV 89701

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:

Creative Consulting Solutions, LLC
Leah Lamborn, Member
4349 Stampede Drive
Carson City, NV 89701

unless otherwise informed on the face of the invoice.

ARTICLE X
OWNERSHIP OF DOCUMENTS

Section 10.1 All 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 be in the City.

Section 10.2 Consultant agrees, when requested by the City, to immediately execute any reasonable documents evidence evidencing and acknowledging the ownership of all documents in the City.

ARTICLE XI
ADDITIONAL PROVISIONS

Section 11.1 Integration. 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 the City and Consultant.

Section 11.2 Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be in the Fourth Judicial District Court in and for Elko County, Nevada.

Section 11.3 Headings. The Article and 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 11.4 Attorney's Fees. 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 an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

Section 11.5 Successors and Assigns. Consultant may not assign any of its rights or obligations under this Agreement. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

Section 11.6 Time. Time is of the essence of this Agreement. In the event that any date specified in this Agreement 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 11.7 Licenses. The Consultant must obtain all licenses required by law.

Section 11.8 Confidentiality. Consultant, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner, any information that is proprietary to the City or its employees, agents and/or representatives.

Section 11.9 Severability. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.

Section 11.10 Taxes. The Consultant is responsible for all taxes and related obligations as a result of the compensation paid to Consultant by the City in connection with this Agreement.

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

**CREATIVE CONSULTING
SOLUTIONS, LLC:**

**By: _____
LEAH LAMBORN, MEMBER**

CITY OF ELKO:

**By: _____
REECE KEENER, MAYOR**

ATTEST:

**_____
KELLY WOOLDRIDGE, CITY CLERK**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval for the Food & Beverage Concession services contract at the airport to Rodrigo Mata-Gonzales dba: Grandpa's Tacos; and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **At the January 14, 2020 City Council approved Staff's request to solicit bids and negotiate a contract for the Food & Beverage Concession at the Elko Regional Airport. The City received one (1) completed proposal from Rodrigo Mata – Gonzales dba: Grandpa's Tacos. The Airport/City Staff and Mr. Mata-Gonzales have successfully reached a concession agreement that is ready for City Council's possible acceptance. JF**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Food & Beverage Agreement**
9. Recommended Motion: **Move to accept the new Airport Food & Beverage Concession Agreement with Rodrigo Mata-Gonzales dba: Grandpa's Tacos.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: N/A
12. Council Action:
13. Agenda Distribution: **Rodrigo Mata-Gonzales
524 9th Street
Elko, NV 89801**

**CONCESSION AGREEMENT FOR FOOD AND
BEVERAGE AT THE ELKO REGIONAL AIRPORT**

This Concession Agreement (“Agreement”) made and entered into this __ day of _____, 2020__ (hereinafter the “Effective Date”) by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (“City”), and _____, a _____ organized under the laws of the State of _____, (“Concessionaire”).

W I T N E S S E T H

WHEREAS, the City owns and operates Elko Regional Airport, located in Elko, Nevada (“Airport”); and

WHEREAS, the City has selected Concessionaire as the most qualified to provide the service contemplated by this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the City and Concessionaire hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

ARTICLE 1

DEFINITIONS

1.01 “Airport” means the Elko Regional Airport located in Elko, Nevada.

1.02 “Airport Concession Disadvantaged Business Enterprise” or “ACDBE” has the meaning set forth in Title 49, Part 23 of the Code of Federal Regulations, as now enacted, or hereafter amended or any successor regulation specifically enacted to replace Title 49, Part 23.

1.03 “Airport Terminal,” “Terminal” and “Terminal Building” mean the existing airline passenger terminal building at the Airport.

1.04 “Annual Gross Revenues” means the total Gross Revenues of Concessionaire for each Contract Year.

1.05 “Assigned Area” is the area in the Airport Terminal designated by this Agreement and indicated on the exhibit attached hereto at **Exhibit B** (Food and Beverage Concession Location Map) and made a part hereof, consisting of approximately 1,074 square feet, which is the location where the business of Concessionaire may be conducted.

1.06 “Auditor” means the City’s Auditor and/or any person acting on behalf of the Auditor who has been approved by the City to perform that function.

1.07 “Concession Equipment” means the personal property listed on **Exhibit C, which** is owned by the City and is provided to Concessionaire for use in connection with the Concessionaire’s business operation in the Assigned Area.

1.08 “Contract Year” means the twelve (12) month period beginning on the Effective Date and each twelve (12) month period thereafter, until the termination of this Agreement.

1.09 “Manager” or “Airport Manager” means the Manager of the Airport and includes any person as may, from time-to-time, be authorized in writing by the Manager to act in his or her behalf.

1.10 “FAA” means the Federal Aviation Administration.

1.11 “Gross Revenues,” and “Gross Revenues of Concessionaire,” means the aggregate of all charges or other fees charged by Concessionaire on all sales made by Concessionaire of food and beverages, including alcoholic beverages, and all other items and revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Concessionaire at the Airport or from the operations of Concessionaire under this Agreement, whether for cash or credit, without any deduction for credit card discounts or credit card services, whether the same shall be paid or unpaid, except as otherwise provided herein. “Gross Revenues” shall not include: (1) sales tax collection allowance paid the State of Nevada to Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by the City and Concessionaire; (3) any refunds made by Concessionaire to customers, because of unacceptable or unsatisfactory goods or services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Concessionaire to a taxing the City; (5) tips and gratuities, and free or compensatory meals for employees of Concessionaire; (6) fees and payments received by Concessionaire from sublicensees, subcontractors, or sublessees, (7) rebates and volume discounts from manufacturers or distributors; and (8) proceeds from the sale of used equipment by Concessionaire.

1.12 “Improvement(s)” or “improvement(s)” means all structures, furnishings, displays, equipment, trade fixtures, and all other fixtures that are or become permanently installed or affixed at the Assigned Area, together with all additions, alterations, repairs, and modifications thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to any Assigned Area is considered permanently installed or affixed and is included within the definition of Improvement. The term “Improvements” shall not include “Personalty” as defined herein.

1.13 “Monthly Gross Revenues” means the aggregate amount of all Gross Revenues of Concessionaire during any month.

1.14 “Percentage Fee” is an aggregate of the amounts that are derived as a percentage of Gross Revenues paid to the City in consideration for the rights and privileges granted by this Agreement.

1.15 “Personalty” means all furniture, furnishings, trade fixtures, and equipment of Concessionaire, located in the Assigned Area, but not permanently affixed thereto.

1.16 “Term” of this Agreement or words of similar import shall mean the term set forth in Article 2, hereof.

1.17 “TSA” means the United States Transportation Security Administration.

ARTICLE 2

EFFECTIVE DATE AND TERM

2.01 Effective Date. This Agreement shall become effective on the date first above indicated.

2.02 Term. This Agreement shall be for a term commencing on the Effective Date and terminating at midnight on the ___ day of _____, 2025 (“Term”). Notwithstanding any other provision contained in this Agreement, Concessionaire may terminate this Agreement upon giving sixty (60) days’ prior written notice to the City.

ARTICLE 3

PRIVILEGES AND ASSIGNED AREA

3.01 Description of Specific Privileges, Uses and Rights. The City hereby grants to Concessionaire the following non-exclusive specific privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants set forth in this Agreement. Concessionaire shall operate from the Assigned Area.

a. Concessionaire shall have the non-exclusive right, privilege and obligation to sell in the Airport Terminal for on-Airport consumption and operate a food and beverage services within the Airport Terminal including, but not limited to: seated dining, coffee facilities, concession stands and bars, and snack bars. All of such sales may only be conducted from the Assigned Area according to the terms and conditions of this Agreement. Concessionaire shall have no sublicensee, subcontractor or subtenant operators of any food or beverage services provided hereunder without the prior written consent of the City. Concessionaire shall be the holder of any franchises that are required in connection with any of the food and beverage services provided hereunder.

b. The rights granted herein are non-exclusive and the City may, at any time, grant to other parties (via lease, license, or other types of agreements) the same or similar rights as those granted herein.

c. Concessionaire expressly agrees to prevent any use of the Assigned Area which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

3.02 Description of General Privileges, Uses and Rights. In addition to the privileges granted in Article 3.01 of this Agreement, the City hereby grants to Concessionaire:

a. The non-exclusive use of the Public Areas within the Terminal for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service and agents in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of the City. The City shall have the full right and the City to make all rules and regulations as the City may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Public Areas.

b. For so long as Concessionaire is not in default hereunder, Concessionaire shall and may peacefully and quietly have, hold, and enjoy the Assigned Area, solely for the purposes provided hereunder during the Term of this Agreement, and subject to the terms and provisions of this Agreement.

c. The non-exclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service and agents in connection with its operations hereunder.

d. Nothing herein contained shall be construed to grant Concessionaire, its employees, contractors, patrons, invitees, suppliers of service or agents the right to use or occupy any space or area at the Airport, improved or unimproved, that is leased or assigned to a third party. The rights granted hereunder are expressly limited to the operation and management of a food and beverage concession. Concessionaire covenants and agrees that the Assigned Area shall be used solely for the uses expressly permitted by this Agreement and for no other purposes whatsoever. Concessionaire acknowledges and agrees that Concessionaire shall not have the exclusive right to conduct a food and beverage concession at the Airport and the City may arrange with others for similar activities at the Airport. Failure of Concessionaire to use the Assigned Area for purposes specifically set forth in this Agreement shall constitute an Event of Default under this Agreement.

3.03 As-Is Condition of Assigned Area. The City makes no representations or warranties whatsoever as to: (i) the condition of the Assigned Area or any improvements or personal property in the Assigned Area, including without limitation the Concession Equipment and all improvements currently installed at such locations and all future improvements to be installed thereto, or (ii) whether the Assigned Area or any improvements or personal property in the Assigned Area, are in compliance with applicable federal, state, county and local laws, ordinances, rules, or regulations, or (iii) the fitness of the Assigned Area or any improvements or personal property in the Assigned Area, for any particular purpose. Concessionaire specifically obligates itself to conduct its own due diligence investigation as to the suitability of the Assigned Area and any such improvements and personal property (including, without limitation, Concession Equipment) for Concessionaire's purposes. The Assigned Area and all improvements and personal property therein are provided for Concessionaire's use in "AS IS CONDITION" and "WITH ALL FAULTS." The Concessionaire shall not be entitled to any adjustment of any Percentage Fees or other payments hereunder on account of the condition of the Assigned Area or of any improvements or any failure of any improvements or personal property to be in working order or because of any necessity of Concessionaire to repair or take corrective actions with respect to the Assigned Area or of any improvements or personal property because of the inability of obtaining or any delay in obtaining any required approvals from any governmental body having jurisdiction. Furthermore, the Concessionaire hereby releases the City of any and all claims and liabilities whatsoever on account of the condition of the Assigned Area and any improvements and personal property or any failure to be in working order or because of any necessity of Concessionaire to repair or take corrective actions with respect thereto, or the necessity for obtaining any approvals from any governmental body.

3.04 Assigned Area. Subject to the provisions hereof, the City shall make available to Concessionaire Assigned Area, which is depicted on **Exhibit A**, in an AS-IS condition, except for existing movable items which will be removed by the City prior to the Effective Date of this Agreement. All Personality required by the Concessionaire in addition to the Concession Equipment shall be provided by Concessionaire at its sole cost and expense.

3.05 Concession Equipment. Concessionaire shall have the right to use the Concession Equipment listed at **Exhibit C** to this Agreement for the purpose of operating its business in the Assigned Area in accordance with the terms and conditions of this Agreement, *provided*, in no event shall Concessionaire remove any Concession Equipment from the Elko Regional Airport without the written consent of the City; *further provided*, in the event Concessionaire should damage or destroy any Concession Equipment listed at **Exhibit B**, Concessionaire shall immediately upon written demand from the City pay to the City the full replacement value or the cost to repair the Concession Equipment, at the option of the City. The failure of Concessionaire to fulfill the terms of the preceding sentence within thirty (30) days of written demand from the City shall constitute an Event of Default.

ARTICLE 4
REPRESENTATIONS, WARRANTIES
AND AGREEMENTS OF CONCESSIONAIRE

Concessionaire represents, warrants and agrees that, as of the date of this Agreement (a) Concessionaire has the form of business organization indicated, and is and will remain duly organized and existing in good standing under the laws of the State of Nevada, and is duly qualified to do business wherever necessary to perform its obligations under the Agreement; (b) the Agreement (1) has been duly authorized by all necessary action consistent with Concessionaire's form of organization, (2) has been or will be executed by an individual that has been duly authorized to do so, (3) does not require the approval of, or giving notice to, any governmental authority; (4) does not contravene or constitute a default under any applicable law, Concessionaire's organizational documents, or any agreement, indenture, or other instrument to which Concessionaire is a party or by which it may be bound, and (5) constitutes legal, valid and binding obligations of Concessionaire enforceable against Concessionaire in accordance with the terms thereof; (c) there are no pending actions or proceedings to which Concessionaire is a party, and there are no other pending actions or proceedings of which Concessionaire has knowledge which, either individually or in the aggregate, would have a Material Adverse Effect. "Material Adverse Effect" shall mean a material impairment of the ability of Concessionaire to perform its obligations under or remain in compliance with this Agreement; (d) the Personalty is personal property and when subjected to use by Concessionaire will not be or become a fixture(s) under Nevada law; and (e) Concessionaire possesses or is licensed under all patents, trademarks, trade names or copyrights necessary for conducting business in the Assigned Area.

ARTICLE 5
DEPOSIT, PERCENTAGE FEES,
CHARGES AND ACCOUNTABILITY

5.01 Deposit. Not required.

5.02 Percentage Fees. The Percentage Fees shall be calculated by multiplying Concessionaire's Gross Revenues, commencing on the Commencement Date, by the corresponding percentages as shown in the following table:

Monthly Gross Revenues	Percentage
\$0 to \$5,000.00	5%
\$5,001.00 to \$10,000.00	7 ½ %
\$10,000.00 and more	10%

5.03 Payment of Percentage Fees. Percentage Fees shall be due and payable within twenty (20) days after the beginning of each and every month throughout the Term of this Agreement.

5.04 Payment of Utilities. The City shall provide basic levels of water, sewer, lighting and electricity, Internet service, heating and air condition in the Terminal Area, to include the Assigned Area. Concessionaire shall obtain and pay for all other utilities consumed within the Assigned Area, to include enhanced or increased amounts of utilities over that which is supplied by the City; *provided*, Concessionaire shall first obtain the written consent of the City; *further provided*, where required by the City, Concessionaire shall maintain a separate utility meter.

5.05 Monthly Gross Revenue Report. Upon request by the City, Concessionaire shall deliver a report of Gross Revenues for the preceding month on a form supplied by the City to the City, which shall include separate totals for food products, beverages, and other items as required by the City.

5.06 Reports Property of the City. Any and all reports and other data and documents provided to the City by Concessionaire in connection with this Agreement are and shall remain the property of the City.

5.07 Cash Registers Standards. Concessionaire shall ensure that all locations have cash registers with tamper-proof cumulative totals and daily totals by category including separate totals for categories of "products," "credit card," "cash," "other" and "sales tax." All registers shall maintain records of each transaction with a paper receipt going to customer at time of service and an electronic journal shall be retained by Concessionaire for the period of time hereinafter required in Section 5.08(a).

5.08 Record Keeping. Concessionaire, its sublessees, subcontractors, and sublicensees, shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, or credit, or otherwise, without regard to whether paid or not, the cost of all Personalty, labor, overhead and sales taxes collected, together with the Gross

Revenues of the business conducted at the Airport by Concessionaire and the aggregate amount of all sales and services and orders of all such business done upon or within the premises of, or in connection within the Airport. Concessionaire further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as the City may request. Concessionaire its sublessees, subcontractors, and sublicenses, shall keep separate Books and Records for each of its Airport operations (if more than one) and shall provide copies thereof to the City upon request.

a. Books and Records to be Retained. Concessionaire Books and Records shall be kept and maintained during the "Retention Period" (as hereinafter defined). The "Retention Period" is three (3) years following completion of each Contract Year, or if any audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Books and Records shall be retained until resolution of the audit findings. If the Nevada Public Records Law is determined by the City to be applicable to any Books and Records, Concessionaire shall comply with all requirements thereof, Concessionaire shall make all Books and Records required to be maintained hereunder available to the City at the Airport, or at the corporate headquarters of Concessionaire or its sublessees, subcontractors, and sublicensees, as applicable and as may be directed by The City.

b. Understated Gross Revenues. If, as a result of any audit, it is established that Concessionaire understated the Gross Revenues it received from operations covered by this Agreement by three percent (3%) or more (after deductions and exclusions provided for herein) during the period covered by the audit, the entire expense of said audit shall be borne by Concessionaire. The provisions of this Section 5.08 shall survive the expiration of termination of this Agreement.

5.09 Audit by the City. Notwithstanding any provision in this Agreement to the contrary, the City or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit performed by the City, Concessionaire agrees to make available to the City's representative(s) any and all working papers, reports and accounting records. The City or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of the City. Concessionaire shall have thirty (30) calendar days from receipt of the audit report from the City or its representative(s) to provide a written response to the City regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Article 5.09 shall constitute acceptance of the audit report as issued.

5.10 Unpaid Fees. Unless otherwise provided herein, if Concessionaire fails to make payment of any fees, charges or other amounts required to be paid to the City by his Agreement within ten (10) calendar days after same shall become due and payable, plus interest at the rate of one and one-half percent (1 ½ %) per month, shall accrue against the delinquent payments(s) from the date due until the date payment is received by the City. The foregoing shall in no way be construed as a waiver of any right granted the City in this Agreement, nor shall this provision be

construed to prevent the City from terminating this Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or provided by law.

5.11 Place of Payments. Payments required to be made by Concessionaire under this Agreement shall be made payable to:

City of Elko
Elko Regional Airport
Attention: Finance Department
1751 College Avenue
Elko, Nevada 89801

or to such other office or address as may be substituted therefore.

5.12 Licenses, Fees and Taxes. Concessionaire shall pay, on or before their respective due dates, all federal, state, city, county, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Concessionaire or the estate hereby granted, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all Federal, state, county, city and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due pursuant to Chapter 212 of the Nevada Revised Statutes, as it may be amended from time to time, and any implementing regulations.

5.13 No Set Off. The Concessionaire acknowledges that it has no claims against the City with respect to any of the operations of the Concessionaire at the Airport, if any, or any other agreement it may have with the City, and it has no right of set off or counterclaims against any of the amounts payable by Concessionaire to the City.

5.14 Other Fees and Charges. Concessionaire acknowledges that the City has or will establish, from time-to-time, various fees and charges for the use of various facilities, equipment and services provided by the City and not leased to or specifically provided to Concessionaire hereunder, and the procedures relating to payment of same.

5.15 Additional Charges. If the City is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Concessionaire contrary to said conditions, covenants or agreements, Concessionaire agrees to pay the sum or sums so paid by the City or the expense so incurred by the City, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of

the same shall be and become recoverable by the City in the same manner and with like remedies as if it were originally a part of the Percentage Fees payable under this Agreement. All such sums of money shall be paid by Concessionaire within thirty (30) calendar days after written demand therefore.

5.16 Dishonored Check or Draft. If Concessionaire delivers a dishonored check or draft to the City in payment of any obligation arising under this Agreement, Concessionaire shall incur and pay a service charge in the maximum amount permitted by law. In such event, the City may require that future payments be made by cashier's check or other means acceptable to the City.

5.17 Net Agreement. Except as otherwise specifically provided herein, this Agreement in every sense shall be without cost or expense to the City including without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Assigned Area.

5.18 Employee Parking Facilities. The City, while providing parking facilities to Concessionaire's employees in common with employees of other concessionaires and users of the Airport, retains the right, at the sole election of the City, to impose any restrictions it determines are necessary with respect to utilizing these parking facilities.

ARTICLE 6

OPERATIONAL STANDARDS

6.01 Equal Treatment of Customers. Concessionaire shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.

6.02 Quality of Service. Concessionaire shall provide good, prompt, efficient and courteous service to all users of the Airport. Concessionaire shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.

6.03 Hours of Operation. The hours of business during which Concessionaire is to conduct its operations at the Assigned Area shall be such that two (2) meal services will be provided during predetermined hours which are pre-approved by the Airport Manager. "Meal services" are defined as breakfast, lunch or dinner. The Airport Manager or his designee reserves the right to order changes in the hours of operation to insure that such services are available. The business shall operate five (5) days a week, two hundred sixty (260) days per year; *provided*, Concessionaire may close for any unforeseeable reason for up to fifteen (15) additional calendar days during each one (1) year period; Concessionaire may only change its hours of operation with the written approval of the Airport Manager.

6.04 Personnel. Concessionaire's personnel and/or representatives performing services hereunder shall be neat, clean and courteous. Concessionaire shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner. The City shall be the sole judge as to whether the conduct of Concessionaire's representative, agents, servants, or employees is objectionable, and if so judged by the City, Concessionaire shall take all steps necessary to eliminate the conditions that occasioned such judgment. Concessionaire shall ensure that its employees are adequately trained and of sufficient number so as to properly conduct the operations of Concessionaire's businesses at the Airport.

6.05 Relationships with Other Concessionaires. Concessionaire shall maintain a friendly, professional, cooperative relationship with all other concessionaires and businesses at the Airport, and shall not engage in open or public disputes, arguments, disagreements, conflicts or actions tending to be incompatible to the best interest of the public of the City. Concessionaire shall conduct its operations in an orderly and proper manner so as not to commit any nuisance in the Assigned Area or annoy, disturb or be offensive to others in the Terminal Building and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, gases, vapors, odors and vibrations and to maintain the lowest possible sound level in its operations.

6.06 Concessionaire's Manager. The management, maintenance and operation of the Assigned Area shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Concessionaire. Concessionaire further agrees to assign a qualified subordinate to be in charge of the Assigned Area and the products and facilities offered in this Agreement, and to be available in the absence of the Concessionaire Manager.

6.07 Wages. Concessionaire shall pay wages that are not less than the minimum wages required by Federal and state law.

6.08 Cash Handling. Concessionaire shall develop a policy outlining the rules, regulations, and operating procedures which apply to its employees within sixty (60) calendar days following the Effective Date which, upon request, shall be submitted to the City for its approval. Concessionaire agrees to demonstrate compliance with the rules, regulations and operating procedures contained within the policy. Concessionaire shall promptly provide the City with any changes, modifications or revisions to its rules, regulations and operating procedures.

6.09 Marketing and Management Plans. Concessionaire shall provide the City with updated Marketing and Management Plans (collectively, "Plans") on an annual basis if requested in writing by the City, which shall be subject to the approval of the City. Concessionaire agrees to implement such Plans and Concessionaire shall not modify or deviate from any of the submitted Plans without the prior written approval of the City. The burden of proving compliance with the Plans rests with Concessionaire, and a failure by Concessionaire to comply

with the Plans approved by the City shall be an Event of Default under this Agreement.

6.10 Advertising, Contracts and Publicity. All contracts, advertising, solicitation and publicity regarding Concessionaire shall be made in Concessionaire's lawful name and shall not in any manner misrepresent the relationship between the City and Concessionaire or the City's interest herein.

6.11 Solicitation. Concessionaire agrees that its employees shall not solicit business from any area of the Airport, including any area in front of the Assigned Area other than the normal conducting of business as contemplated hereunder from the Assigned Area.

6.12 Standard of Service. Concessionaire shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable airports and restaurants, while at the same time operating in a commercially reasonable and legally required manner. The City's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Concessionaire.

6.13 Cleanliness. Concessionaire shall, at its sole cost and expense, ensure that the Assigned Area is maintained in a sanitary, clean, neat, attractive and orderly manner, free of debris and trash, and in compliance with all applicable State of Nevada requirements, to include the regulations applicable to "Food Establishments." (**Exhibit "D"**) In the event Concessionaire fails to comply with the preceding sentence, the City may, in its discretion, enter the Assigned Area and perform such maintenance and other work as is necessary to render the Assigned Area compliant and Concessionaire shall reimburse the City for the reasonable value of work performed or the actual cost incurred, as appropriate, an administrative charge in the amount of ten percent (10%) of the value or cost of the work. The foregoing amount shall be paid to the City within fifteen (15) days of receipt of an invoice from the City.

6.14 Cleanliness Inspections. The City may conduct Cleanliness Inspections of the Assigned Area every three (3) months to determine if the area is clean, orderly and otherwise compliant with this Agreement; *provided*, the City will provide Concessionaire with at least seven (7) calendar days' advance notice of the time and date of the next Cleanliness Inspection. Any discrepancies noted during a Cleanliness Inspection will be described in writing and promptly submitted to the Concessionaire in a Correction Notice. In the event one or more discrepancies are identified on a Correction Notice, the City may conduct such additional unannounced inspections as it deems appropriate until all such discrepancies have been corrected. Should the Concessionaire fail to maintain the Assigned Area in a clean, orderly and compliant manner for a period of thirty (30) or more calendar days during the Term, the Concessionaire will automatically be deemed an Event of Default.

6.15 Rules and Regulations. Concessionaire shall inform each of its employees of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement and instruct such employees and representatives as to the methods and procedures used at the Airport.

6.15 Complaints. Concessionaire shall forward to the City upon request, a list of any complaints, whether verbal or written, accompanied by Concessionaire's response to or resolution of any such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on the City's own initiative or otherwise, may be submitted to Concessionaire for response by Concessionaire. Concessionaire shall provide a response to the City, upon request, within seven (7) calendar days following submission by customers or by the City of said questions, complaints or comments.

6.16 Contact Number. Concessionaire shall provide the City with emergency telephone numbers at which Concessionaire's manager may be reached on a 24-hour basis.

6.17 Conflict. Should a conflict arise between Concessionaire and other concession operators at the Airport regarding the scope of concession privileges, the Airport Manager's decision on the matter shall be final and conclusive. Concessionaire agrees to abide by the Airport Manager's decision.

6.18 Vandalism and Fraud. Concessionaire shall be required to resolve vandalism and fraud problems, all of which shall be at the sole risk and expense of Concessionaire. Concessionaire shall assume all financial responsibility for dishonored credit cards, fraudulent calls and loss of funds or non-collected funds. None of the foregoing costs shall permit or entitle Concessionaire to any deductions from or credits against the Percentage Fees payable to the City.

6.19 Credit Cards. The Concessionaire shall honor at least three (3) major credit cards.

6.20 Accessibility. Concessionaire shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Assigned Area or elsewhere on the Airport, nor do or permit to be done anything which may interfere with free access and passage in the public areas adjacent thereto, or hinder police, firefighting or other emergency personnel in the discharge of their duties. Concessionaire shall not place any additional lock of any kind upon any window or interior or exterior door in the Assigned Area, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained in the Assigned Area, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to City any and all keys to the interior or exterior doors at the Assigned Area, whether the keys were furnished to or otherwise procured by Concessionaire. If any keys furnished to Concessionaire by the City are lost, Concessionaire shall promptly pay the City, on demand, an amount equal to the cost of replacement.

6.21 No Auction. Concessionaire shall not conduct or permit any sale by auction in the Assigned Area.

ARTICLE 7

MAINTENANCE STANDARDS

7.01 Maintenance and Repairs. Concessionaire is responsible for all maintenance and repairs of and to the Assigned Area of any nature except:

- a. Cleaning exterior unit Terminal windows.
- b. Structural repairs to the roof, floor and exterior walls and windows of the Airport Terminal.
- c. All HVAC supply mains, and electrical power supply up to the point of connection to the Assigned Area.

7.02 Minimum Maintenance Costs. Except as otherwise specifically provided in this Agreement, Concessionaire agrees to bear the cost of all maintenance of the Assigned Area during the Term.

7.03 Water Leakage. The City shall not be liable to Concessionaire for any damage to food or beverage products or merchandise, trade fixtures or personal property of Concessionaire in the Assigned Area caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment. Furthermore, the City shall not be liable to Concessionaire for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of any Assigned Area, or the Terminal, due to water leakage unless (i) the City has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

7.04 Janitorial and Cleaning Services. Concessionaire shall provide at its expense such Janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Assigned Area.

7.05 Concessionaire's Responsibilities. Concessionaire shall maintain and make necessary repairs to the interior of its Assigned Area and the furniture, fixtures and equipment therein and appurtenances thereto.

7.06 Service Lines. Concessionaire shall keep and maintain in good condition all service lines and electrical equipment and fixtures located at or in its Assigned Area.

7.07 Quality of Repairs. All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time-to-time by the City or by Federal, state and local authorities having jurisdiction over the work.

7.08 Inspection Right. In addition to Cleanliness Inspections, the City may inspect the Assigned Area at any time to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement. Upon written notice by the City to Concessionaire, Concessionaire shall perform any required maintenance or repair needed to meet the standards of this Agreement. The City shall reasonably judge Concessionaire's performance under this Article as to the quality of maintenance and repair.

7.09 Failure to Make Repairs or Undertake Maintenance. If, (i) within 10 calendar days in non-emergency situations, and (ii) within a reasonable time in emergency situations, Concessionaire refuses or neglects to undertake any maintenance, repair or replacements requested by representatives of the City, or if the City is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants or licensees, the City shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by the Concessionaire within ten (10) calendar days following demand for said payment at the cost to the City, plus twenty-five percent (25%) administrative overhead.

7.10 Trash and Garbage. Concessionaire will provide for timely and adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations. Concessionaire agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its Assigned Area. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Concessionaire shall maintain the Assigned Area in a neat, orderly and clean condition. There shall be no food, papers, or rubbish visible at any time. This requirement includes the regular cleaning of the grease traps to prevent stoppage of the outside sewer main.

7.11 Deliveries. All deliveries will be made in a manner, location, and at times established by the City. All vendors traveling on the apron must be escorted by an employee or agent of Concessionaire (and otherwise in accordance with the requirements of the City. Concessionaire and all its vendors must comply with the requirements of the TSA and with any applicable Airport Security Plan.

7.12 Rodents, Insects and Pests. Concessionaire agrees to provide adequate control of rodents, insects, and other pests in its Assigned Area above and beyond what the City currently provides. In the event that Concessionaire's rodent, insect and pest control program is not acceptable or sufficient, the City may seek to control such rodents, insects and pests by other means.

7.13 Damage to Persons and Property. Except as otherwise provided herein, the City shall not be liable to Concessionaire for any damage to persons or property of any kind caused by damage or disrepair to the Assigned Area, unless the City has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and any such damage or disrepair was not due to negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

7.14 Structural, Electrical or System Overloading. Concessionaire shall do nothing and shall make no improvements, changes, alterations, additions, maintenance or repairs to the Assigned Area which might impair the structural soundness of the Terminal Building, result in an overload of utility, plumbing, or HVAC systems serving the Terminal Building or interfere with electric, electronic, or other equipment at the Airport. In the event of a violation of this section, Concessionaire shall immediately remedy the violation at its sole cost and expense.

7.15 Interruption of Utility Services. The City shall not be liable for failure to supply any utility services. The City may temporarily discontinue utility services as may be reasonably necessary for maintenance, safety or any event constituting a Force Majeure. The City shall not be liable for damages to persons or property for any such discontinuance of utilities, nor shall such discontinuance in any way be construed as cause for abatement of any amount due from Concessionaire or release Concessionaire from any of its obligations hereunder.

7.16 Fire Hazards. Concessionaire shall do nothing and shall make no improvements, changes, alterations, additions, maintenance or repairs to the Assigned Area which might create a condition that is hazardous to persons or property, or which increases or has the potential to increase the amount of any premium paid for fire insurance. In the event of a violation of this section, Concessionaire shall immediately remedy the violation at its sole cost and expense.

7.17 Nuisances. Concessionaire shall conduct its business in such a manner as to prevent any and all nuisances, and so as to not annoy, disturb or offend the public or other occupants of the Terminal Building, to include preventing unpleasant odors and loud noises within and in the vicinity of the Assigned Area.

ARTICLE 8

CONSTRUCTION OF IMPROVEMENTS/ SIGNAGE

8.01 Required Improvements. In the event Concessionaire installs additional improvements, furniture, trade fixtures and/or equipment for the operation of the food and beverage concession within the Assigned Area, it shall do so at its sole cost and expense and in accordance with the requirements of this Agreement.

8.02 Alterations, Improvements or Additions. Concessionaire shall make no alterations, additions or improvements to the Assigned Area without the prior written approval of the City, which approval may be granted or withheld by the City in its sole discretion.

8.03 Construction Requirements. All improvements, alterations and additions made by Concessionaire to the Assigned Area shall be of high quality and meet applicable Federal, state and local laws, regulations, together with the City's rules and requirements. Prior to the commencement of construction, two (2) full and complete set of plans and specifications for all improvements, alterations and/or additions shall be submitted to the Airport Director for review and approval, which approval may be granted or withheld in the Airport Director's sole discretion. All improvements shall be completed in accordance with construction standards established by the City, and the plans and specifications approved by the City.

8.04 Construction Requirements and Bonds. Concessionaire shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Concessionaire shall satisfy all applicable prevailing wage and any other Federal, state and local requirements. Concessionaire, at its sole cost and expense, shall cause to be made, executed and delivered to the City prior to commencement of any improvements to the Assigned Area, a performance bond and a payment bond, drawn in a form and substance acceptable to the City, and issued by a company approved by the City, guaranteeing compliance by Concessionaire of its obligations arising under this Article. Such payment and performance bonds shall comply with the form of financial guarantee required by Elko City Code Section 3-3-45(A). Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of the City endorsed thereon, in such amounts and in such manner as the Airport Director may reasonably require. The Airport Director may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amount(s) as the Airport Director reasonably determines to be necessary.

8.05 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by the City to subject the City to liability under the lien laws of the State of Nevada. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement and the exemption applicable to political subdivisions of the state contained in NRS 108.22148(1). In the event that a construction lien is filed against the Assigned Area, or other the City property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security within ten (10) calendar days, the City may do so in its sole discretion and thereafter charge Concessionaire, and Concessionaire shall promptly pay to the City upon demand all costs incurred by the City in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees.

8.06 Signage. Concessionaire has the right to install and maintain appropriate signs in the Assigned Area provided the design, installation and maintenance of such signs is consistent with the graphic standards of the Airport and has the written approval of the City prior to installation. The signage existing in the Assigned Area as of the Effective Date shall in no way establish the standard (or any precedent whatsoever) as to the type of signage that the City shall deem acceptable in the future in connection with any other improvements to the Assigned Area or upon any replacement of existing signage.

8.07 Construction by City. In the event the City engages in any construction activity in the Airport Terminal, such as remodeling, repair, expansion, relocation or maintenance activities, Concessionaire shall release and hold the City harmless from and against any claims based upon or in any manner related to or arising from loss of business, inconvenience or nuisance.

ARTICLE 9

TITLE TO IMPROVEMENTS.

9.01 Title to Improvements. All Improvements constructed or placed upon the Assigned Area, excluding furnishings, equipment and trade fixtures, shall become the absolute property of the City upon termination or expiration of this Agreement and the City shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances.

9.02 Evidence of Transfer of Ownership. Upon the request of the City, Concessionaire shall provide the City with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to the City that the Improvements are free from liens, mortgages and other encumbrances.

9.03 Removal of Improvements. Notwithstanding anything in this Agreement to the contrary, the City shall be entitled, at its option, to have the Assigned Area returned to the City free and clear of some or all of the Improvements at Concessionaire's sole cost and expense. In such event, the City shall provide timely notification to Concessionaire of its election to require

removal of all Improvements and, to the extent possible, the City shall notify Concessionaire of the foregoing at least sixty (60) calendar days prior to the expiration or termination of this Agreement. Concessionaire shall have sixty (60) calendar days from date of notice within which to remove the Improvements identified by the City. If Concessionaire fails to remove the Improvements, the City may do so. Concessionaire agrees that Concessionaire shall fully assume and be liable to the City for payment of all costs of removal of the Improvements (whether direct or indirect) incurred by the City, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to the City within thirty (30) calendar days from the date of the written notice provided by the City. The obligations arising under this Article shall survive the expiration or termination of this Agreement.

9.04 Removal of Concessionaire's Equipment. Concessionaire shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Agreement, all of Concessionaire's Equipment, as distinguished from "Concession Equipment" and as hereinafter defined. "Concessionaire's Equipment" shall mean all equipment, apparatus, machinery, signs, furnishings and personal property installed by Concessionaire and used in the operation of the business of Concessionaire (as distinguished from the use and operation of the Assigned Area) which is listed on an annual inventory list submitted by Concessionaire and approved by the City. If such removal shall injure or damage the Concession Space, Concessionaire agrees, at its sole cost, at or prior to the expiration or terminal of this Agreement, to repair such injury or damage in good and workmanlike fashion and to place the Assigned Area in the same condition as the Assigned Area would have been if such Concessionaire's Equipment had not been installed. If Concessionaire fails to remove any of Concessionaire's Equipment by the expiration or termination of this Agreement, the City may, in its discretion, keep and retain any of such Concessionaire's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Concessionaire any costs of City in removing the same and in restoring the Assigned Area in excess of the actual proceeds, if any, received by City from disposition thereof.

ARTICLE 10

SECURITY

Concessionaire acknowledges and accepts full responsibility for the security and protection of the Assigned Area and any and all inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of the City and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. The foregoing includes compliance with the TSA regulations contained at 49 CFR Part 1520 (Protection of Sensitive Security Information).

ARTICLE 11

INSURANCE

11.01 Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 11, nor the City's review, or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

11.02 Concessionaire shall insure against the following risks at its own expense to the extent stated:

- a. Worker's Compensation or Employer's Liability in the sum of \$1,000,000.00;
- b. Commercial general liability insurance including blanket contractual liability, broad form property damage (including Concession Equipment), personal injury, premises medical payments, interest of employees as additional insureds, incidental medical malpractice and broad form general liability endorsement, covering as insured Concessionaire and City with not less than the following limits of liability: Bodily Injury and Property Damage \$1,000,000.00 combined single limit and \$2,000,000 per occurrence for bodily injury, property damage and personal injury;
- c. Comprehensive automobile liability covering all owned, non-owned or hired automobiles to be used by Concessionaire in the amounts of \$500,000.00 combined single limit and \$1,000,000 per occurrence for bodily injury and property damage; and
- d. Concessionaire 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 in relation to the Assigned Area or Concessionaire's business if the suit is groundless, false or fraudulent.

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

11.03 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, Concessionaire shall

deposit certificates of insurance bearing notations or accompanied by other evidence satisfactory to City of coverage and the payment of premiums. Thereafter, certification of premium payment and certificates of insurance evidencing policy renewal shall be deposited with City not less than ten (10) days before the expiration dates of the expiring policies.

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

- a. The insurance company agrees that it will give a thirty (30) day prior written notice of cancellation of any of the coverages shown in the certificate;
- b. Notice of accident shall be given by Concessionaire to the insurance company as required under the terms of this policy or notice of claim shall be given by the City to the insurance company as required under the terms of the policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;
- c. The presence of representatives of the City or other authorized persons in the Assigned Area shall not invalidate the policy;
- d. Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate the policy; and
- e. Save and except for worker's compensation or employer's liability insurance, the City is named and recognized as additional insured to the insurance policies required by this Agreement.

11.05 The insurance policies described above in this Agreement shall be kept in force for the duration of the Term. The failure of Concessionaire to comply with any of the terms of this Article 11 shall, without limitation, be deemed an Event of Default.

ARTICLE 12

INDEMNIFICATION

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

ARTICLE 13

DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

13.01 **Concessionaire's Obligations.** Concessionaire hereby assumes full responsibility for the condition of the Assigned Area and character, acts and conduct of all persons admitted to the Assigned Area by or with the actual or constructive consent of Concessionaire or by or with the consent of any person acting for or on behalf of Concessionaire. If the Assigned Area improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of Concessionaire, or of Concessionaire's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Assigned Area by Concessionaire or otherwise, Concessionaire shall, at its sole cost and expense, restore the Assigned Area to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) calendar days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Concessionaire in accordance with the construction requirements contained herein and as established by the City. If Concessionaire fails to restore the Assigned Area as required above, the City shall have the right to enter the Assigned Area and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to the City for payment of the costs therefor, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) calendar days from date of written notice thereof.

13.02 **Right to Cancel.** If any of the improvements in the Assigned Area are damaged or destroyed in whole or in part by fire or other casualty, Concessionaire may, subject to approval of the City, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement provided (i) Concessionaire shall provide the City written notice thirty (30) calendar days' notice prior to such proposed termination and (ii) the City approves such termination. All fees and other sums due hereunder payable under this Agreement shall be prorated and paid to the date of such termination. Concessionaire expressly agrees, covenants and warrants that nothing herein shall relieve Concessionaire of any liability it might have arising out of, or in any way resulting from any damage to the Assigned Area and Concessionaire further waives any claim against the City for damages or compensation, should this Agreement be so terminated.

13.03 **Insurance Proceeds.** The City shall be entitled receive any insurance proceeds made available on account of any fire or other casualty affecting the Assigned Area. Any insurance proceeds shall be deposited in an escrow account approved by the City so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

13.04 Termination Upon Destruction or Other Casualty. In the event the Assigned Area, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by the either party impossible, then either party may, at its sole option, terminate this Agreement upon thirty (30) days' written notice to the other party. Concessionaire shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Concessionaire hereby waives any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 14

DEFAULT AND TERMINATION

14.01 The City's Rights of Termination. The City, in addition to any other right of termination herein or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement immediately after giving Concessionaire written notice upon or after the happening of any one or more of the following events ("Events of Default"):

- a. Concessionaire fails to make due and punctual payment of any fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter, *provided* however, upon the expiration of the fifteen (15) day period contained in this subsection, Concessionaire shall not be entitled to the additional thirty (30) day notice set forth above;
- b. Concessionaire files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Concessionaire's assets;
- c. Appointment of a receiver or trustee of Concessionaire's assets by a court of competent jurisdiction or by a voluntary agreement with Concessionaire's creditors;
- d. Abandonment by Concessionaire of the Assigned Area or the conduct of its business. Suspension of operations for a period of ten (10) consecutive calendar days, except as otherwise permitted under this Agreement, will be considered abandonment;
- e. Concessionaire is prevented for a period of thirty (30) calendar days from conducting its business or it is so prevented from conducting any business at the Airport by reason of the United States, acting directly or indirectly, taking possession of, in whole or substantial part, the Assigned Area;
- f. The failure of Concessionaire to take possession of the Assigned Area within ten (10) days following the Effective Date;

g. The commission of a crime in the Airport Terminal; or

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

14.02 Payment after Default. The acceptance of rents, fees or charges by the City from Concessionaire after a default by Concessionaire shall not be deemed a waiver or estoppel of any right on the part of the City, to include the right to terminate this Agreement.

14.03 Termination and Reletting. In addition to any other remedies available to the City, in the event of an early termination of this Agreement for any reason, to include termination due to an Event of Default, the City shall have the right to reenter and take possession of the Assigned Area, removal Concessionaire's personal property, make any necessary repairs and enter into another agreement for use and/or occupancy of the Assigned Area, or any part thereof, for the remainder of the Term. In the event of such early termination, Concessionaire shall remain liable to the City for the full amount of all fees and charges due under this Agreement and shall continue to pay the same or such part thereof that remains unpaid, together with interest thereon at the rate of eighteen percent (18%) per annum. Concessionaire shall remain liable for such payments whether or not another agreement for the use and/or occupancy of the Assigned Area is entered into, subject to the City's duty to reasonably mitigate its damages.

ARTICLE 15

AIRPORT SECURITY

Concessionaire agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire or Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations (Airport Certification) and Title 49, Part 1500 of the Code of Federal Regulations (pertaining to TSA rules). Concessionaire agrees to comply with such airport security rules and regulations as may be reasonably prescribed by the City, and to take such steps as may be necessary or directed by the City to insure that employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees and representatives to the extent required by any Federal, state or local law or if, to the extent permitted by law, required by the City. The City shall have the right to require the removal or replacement of any employee or representative of Concessionaire at the Airport that the City has reasonably determined may present a risk to public safety or the security of the Airport. Concessionaire agrees to rectify any security deficiency or other deficiency as may be determined by the City, the FAA or TSA. In

the event Concessionaire fails to remedy any such deficiency, the City may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that the City may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by the City, the FAA or TSA.

ARTICLE 16

ASSIGNMENT

Concessionaire shall not assign, transfer or otherwise convey an interest in this Agreement or sublet the Assigned Area or any portion thereof (hereinafter collectively referred to as "Assignment"), without the prior written consent of the City, approved by the City Council, which consent may be granted or withheld by the City in its sole discretion. Any such attempted Assignment without written approval by the City approval shall be null and void. In the event the City consents to an Assignment, the Assignment shall be subject to those terms and conditions set forth in the City's written consent, to include conditions imposed by any resolution of the City Council approving the Assignment. The City may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of the City's rights and obligations hereunder, the City shall be released from all liability and obligation arising hereunder after such assignment.

ARTICLE 17

COMPLIANCE WITH LAWS, REGULATIONS AND ORDINANCES

Concessionaire (including its officers, agents, servants, employees, contractors, sub-operators, and any other person over which Concessionaire has the right to control) agree that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to the City, the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), FAA Advisory Circulars and Airport rules and regulations. Concessionaire shall submit to the City, upon request, any reports or other information which the City is required by law to obtain from Concessionaire, or which the Airport Manager determines is needed for Airport operations or management of this Agreement.

ARTICLE 18

AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of the Americans with Disabilities Act (ADA) and all State of Nevada anti-discrimination laws pertaining to persons with disabilities, to include, without limitation, NRS Chapter 233 (Nevada Equal Rights

Commission), with respect to Concessionaire's facilities and operations at the Airport.

ARTICLE 19

NO IMPAIRMENT OF BONDS

The parties to this Agreement acknowledge and agree that all property subject to this Agreement which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Concessionaire agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Concessionaire agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to any property subject to this Agreement which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

ARTICLE 20

NON-DISCRIMINATION

Concessionaire, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, creed, sex, age, disability, sexual orientation, gender identity or expression, marital status, military status, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Concessionaire shall use the Airport Area in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to immediately terminate this Agreement. Concessionaire shall not violate any applicable provisions of Chapter 613 of the Nevada Revised Statutes relating to employment practices.

ARTICLE 21

DISADVANTAGED BUSINESS ENTERPRISE IN AIRPORT CONCESSIONS

21.01 Applicability of Regulations. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49, Code of Federal Regulations, Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions. In addition to any other provisions contained or incorporated by reference in this Agreement, the Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color,

national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into and that it will cause those businesses to similarly include the statements in further agreements.

21.02 Policy. It is the policy of the City to recognize the applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The City is also fully committed to the implementation of these Rules and regulations through its approved Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.

21.03 Certification (49 CFR Part 26.61-91, Part 23 Subpart C). The City will use the procedures and standards of Part 26.61-91 and 23.31, Subpart C for certification of ACDBE's to participate in its ACDBE program.

21.04 ACDBE Goal. The City encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49, Part 23 and Part 26. The City intends to meet or exceed the goals applicable to concessions other than car rentals set forth in 49 CFR 23.41, et seq, or make good faith efforts to do so. Concessionaire agrees to submit quarterly reports to the City as required concerning the participation of certified ACDBE firms.

21.05 Incorporation of Exhibit E (Disadvantaged Business Enterprise Participation). **Exhibit E** to this Agreement, entitled "Disadvantaged Business Enterprise Participation," is incorporated herein by this reference.

ARTICLE 22

RIGHTS RESERVED TO THE CITY

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to the City. The City expressly reserve(s) the right to prevent any use of the described Assigned Area which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 23

RIGHT OF ENTRY

In addition to any other rights of entry contained herein, the City shall have the right to enter the Assigned Area for the purposes and to the extent necessary to protect the City's rights and interest, to provide for periodic inspection of said Assigned Area from the standpoint of

safety and health, and to verify Concessionaire's compliance with the terms of this Agreement.

ARTICLE 24

INTENTIONALLY OMITTED

ARTICLE 25

PROPERTY RIGHTS RESERVED

This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26

SIGNS

No signs, posters, or similar devices shall be erected, displayed, or maintained by Concessionaire in view of the general public in, on, or about the Assigned Area or elsewhere on the Airport, without the prior written approval of the City, which approval may be granted or withheld by the City in its sole discretion. Any signs that are not approved by the City shall be immediately removed at the sole cost and expense of Concessionaire. All signs approved for Concessionaire's operations at the Airport shall be at the cost of Concessionaire.

ARTICLE 27

MORTGAGE RIGHTS OF CONCESSIONAIRE

Concessionaire may mortgage, pledge, or hypothecate its personal property provided Concessionaire as a condition precedent first provides to the City written evidence that the priority rights of the City under this Agreement will not be adversely affected by such action, and obtains the City's consent thereto.

ARTICLE 28

PRIVILEGE FEES AS A SEPARATE COVENANT

Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of Percentage Fees and other fees and charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of fees and charges is a covenant by Concessionaire that is independent of the other covenants of the parties hereunder.

ARTICLE 29

NOTICES AND COMMUNICATIONS

All notices or other communications to the City or Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO THE CITY:

Elko Regional Airport
Airport Manager
975 Terminal Way
Elko, Nevada 89801

TO CONCESSIONAIRE:

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

ARTICLE 30

TAXES, PERMITS, LICENSES

Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed, whether tangible or intangible, against its interest in the Assigned Area, and including any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies, and Concessionaire shall obtain and pay for all permits, licenses, or other authorizations required by the City in connection with the operation of its business at the Airport. Concessionaire shall have the right

to challenge any and all taxes assessed against its interest in the Assigned Area at its own expense.

ARTICLE 31

SURRENDER OF ASSIGNED AREA

Concessionaire shall surrender and deliver its Assigned Area to the City upon termination of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided the Concessionaire is not in default in the payment of rents, fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement, shall remove all of its personal property from the Assigned Area forthwith. Failure on the part of Concessionaire to remove its personal property within five (5) business days of the date of termination shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interest of the City. Any costs incurred by the City in the disposition of such personal property shall be borne by the Concessionaire.

ARTICLE 32

NO ACCEPTANCE OF SURRENDER

No act or action done by the City during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 33

PERSONAL PROPERTY

Any personal property of Concessionaire or of others placed in the Assigned Area shall be at the sole risk of the Concessionaire or the owners thereof, and the City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery from the City for such damage, destruction or loss. The City shall not be liable for any damage or loss of any personal property placed or moved on to the Assigned Area.

ARTICLE 34

APPLICABLE LAW AND VENUE; PREVAILING PARTY

This Agreement shall be construed in accordance with the laws of the State of Nevada. Venue for any action brought pursuant to this Agreement shall be in Elko County, Nevada. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the Fourth Judicial Circuit Court in and for the County of Elko, State of Nevada. In the event either

party brings an action to enforce or interpret any provision in this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

ARTICLE 35

INVALIDITY OF CLAUSES

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

ARTICLE 36

FEDERAL RIGHTS TO RECLAIM

In the event a United States governmental agency shall demand and take over the portion of the Airport where the Assigned Area is located for a period in excess of thirty (30) calendar days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof.

ARTICLE 37

RELATIONSHIP OF THE PARTIES

The relationship of the parties is contractual. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or joint venture, or any business association between the City and Concessionaire.

ARTICLE 38

STATUS UPON EXPIRATION

If Concessionaire holds over and continues in possession of the Assigned Area after expiration or termination of this Agreement, other than with the written consent of the City, the relationship between the parties shall be one of licensor-licensee, and Concessionaire will be deemed to be occupying the Assigned Area at sufferance from month-to-month, without limitation on any of the City's rights or remedies, subject to all of the terms and conditions of this Agreement. The monthly license fee for the Assigned Area shall be based on the same formula as the last month of the Term of the Agreement prior to the hold over but shall be two times that amount. It is agreed and understood that any holding over of Concessionaire after the expiration or termination of this Agreement shall not renew and extend same but shall operate and be

construed as a license from month-to-month. In addition, Concessionaire shall pay to the City any other charges required to be paid hereunder during any such holdover period.

Concessionaire shall be liable to the City for all loss or damage on account of any such holding over against the City's will after the termination or expiration of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. It is expressly agreed that acceptance of the foregoing payments by the City in the event that Concessionaire fails or refuses to surrender possession shall not operate or give Concessionaire any right to remain in possession nor shall it constitute a waiver by the City of its right to immediate possession of the premises. The foregoing month-to-month license during a period of holding over may be terminated at any time by either party upon thirty (30) days' written notice to the other party.

ARTICLE 39

EMINENT DOMAIN

In the event that the United States of America or the State of Nevada shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against the City but shall make its claim for compensation solely against the United States of America or the State of Nevada, as the case may be.

ARTICLE 40

FORCE MAJEURE

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; *provided*, however, in no event shall the foregoing excuse the payment of any sums due under this Agreement. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt notice thereof to the other party and, when the cause ceases to exist, shall give prompt notice thereof to the other party.

ARTICLE 41

WAIVERS

No waiver by the City at any time of any of the terms, conditions, covenants, or

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

ARTICLE 42

TIME OF THE ESSENCE

Time is expressed to be of the essence of this Agreement.

ARTICLE 43

CONSTRUCTION OF AGREEMENT

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

ARTICLE 44

MISCELLANEOUS

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Nevada law. This Agreement represents the complete agreement of the parties and any prior concession agreements or representations, regarding concession agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended

only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof. Paragraph headings in this Agreement are for convenience in reference only and shall not define or limit the scope of any provision. There are no third-party beneficiaries to this Agreement. In the event of a conflict between the text of this Agreement and an exhibit or appendix hereto, the exhibit or appendix shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CITY OF ELKO

CONCESSIONAIRE

REECE KEENER, MAYOR

By: _____

ATTEST:

Title: _____

KELLY WOOLDRIDGE, CITY CLERK

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the terms "contractor" shall mean and include the "CONCESSIONAIRE," and the term "sponsor" shall mean the "CITY".

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

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

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

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

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

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

a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. 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.

APPENDIX NO. 2

STANDARD FEDERAL ASSURANCES

NOTE:

As used below, the term “DOT” means the United States Department of Transportation.

1. CONCESSIONAIRE for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained , or otherwise operated on the said property described in this Agreement for a purpose involving the provision of similar services or benefits, the CONCESSIONAIRE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CRF Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The CONCESSIONAIRE for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed 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, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the CONCESSIONAIRE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CRF Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

CONCESSIONAIRE assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This Provision obligates the CONCESSIONAIRE or its transferee for the period during which Federal Assistance is extended to the airport program, except where Federal Assistance is to provide or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, this Provisions obligates the CONCESSIONAIRE or any transferee for the longer of the following periods: (a) the period during which the property is used by the Sponsor or any transferee for a purpose for which Federal Assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

APPENDIX NO. 4

LEASE PROVISIONS REQUIRED OR SUGGESTED BY THE FEDERAL AVIATION ADMINISTRATION

A. CONCESSIONAIRE agrees to operate the Leased Premises for the use and benefit of the public, more specifically as follows:

1. To furnish good, prompt, and efficient services adequate to meet all the demands for its services at the Airport.
2. To furnish said services on a fair, equal, and non-discriminator basis to all users thereof, and
3. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that CONCESSIONAIRE may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. CONCESSIONAIRE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

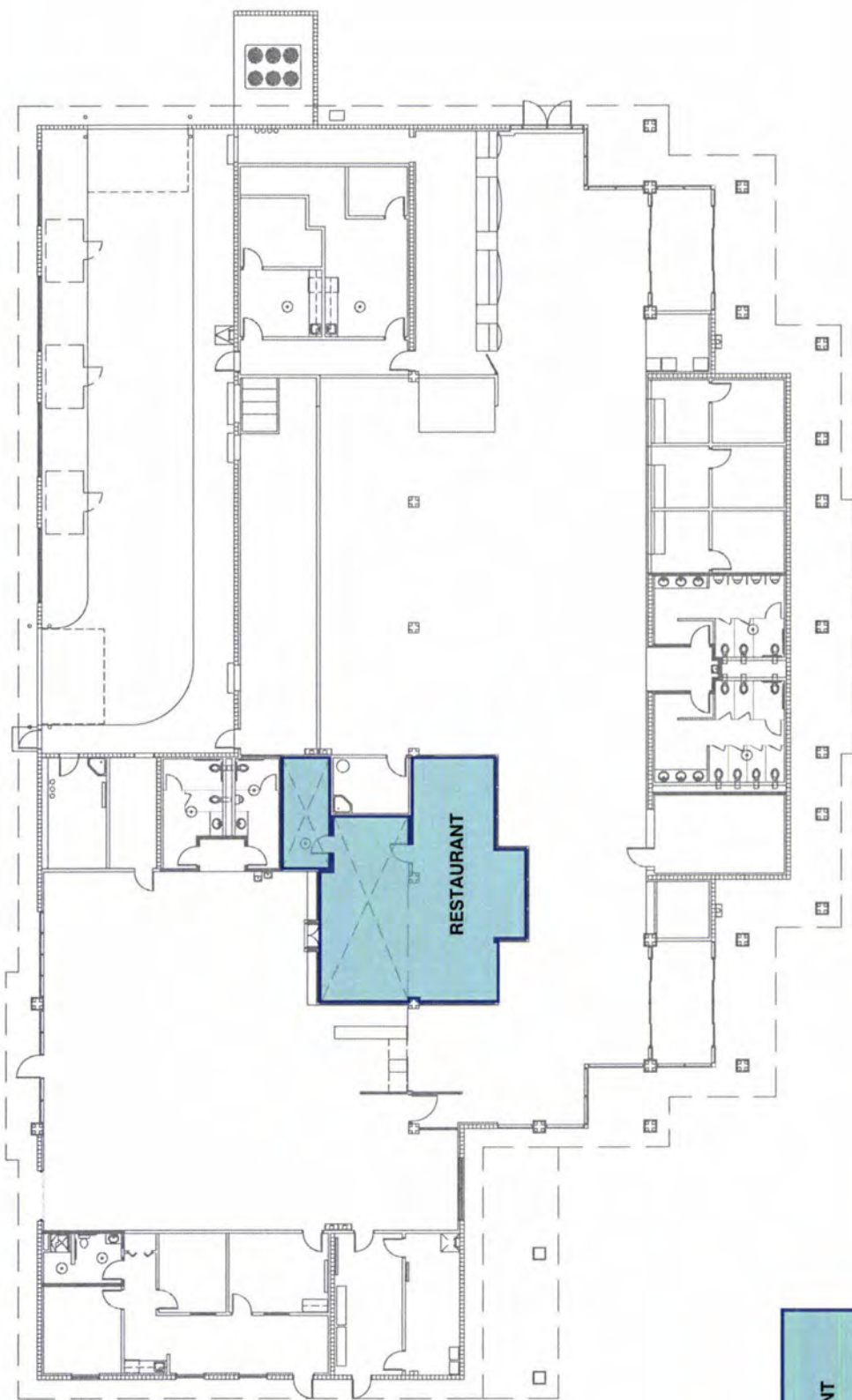
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
2. In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
3. CONCESSIONAIRE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

In the event of breach of any of the above non-discriminatory covenants, the CITY shall have the right to terminate the Lease and to re-enter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration or appeal rights.

C. Affirmative Action.

1. CONCESSIONAIRE assures that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. CONCESSIONAIRE assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CITY assures that it will require that its covered organization provide assurance to the grantee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization, as required by 14 CFR Part 152, Subpart E, to the same effect.

2. CONCESSIONAIRE agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program or by any federal, state or local agency or court, including those resulting from a conciliation Lease, a consent decree, court order, or similar mechanism. CONCESSIONAIRE agrees that state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E only when they fully meet the standards set forth in 14 CFR 152.409. CONCESSIONAIRE agrees to obtain a similar assurance from its sub-lessees' covered organizations, and to caused them to require a similar assurance of their covered sub-organizations, as required by 14 CFR Part 152, Subpart E.

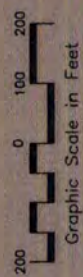


RESTAURANT

3/14/2012 10:41 AM



EXHIBIT "A" LEASEHOLD AREAS



FOOD AND BEVERAGE CONCESSION
SPACE = 1,074 SQUARE FEET

EXHIBIT B

5/14/2012 10:41 AM



TERMINAL FLOOR PLAN-FOOD & BEVERAGE CONCESSION AREA



EXHIBIT "C"
FOOD AND BEVERAGE EQUIPMENT SUPPLIED BY ELKO REGIONAL AIRPORT

QUANTITY	
1	SUPERA WARMING LIGHTS
2	KIDDE BC RATED FIRE EXTINGUISHER
1	COKE PRODUCT DISPENSER
1	ICE-OMATIC MODEL ICEU22OHA ICE MAKER
1	SUPREME METAL NSF STANDING ICE BIN
1	BEVERAGE AIR MODEL BW79-B BOTTLE COOLER
1	SUPERIOR MODEL SP60-6 2 48" SANDWICH PREP TABLE
1	AMANA MODEL RFS11B COMMERCIAL MICROWAVE
1	SUPERIOR MODEL W4-2 WELL WARMER
1	LINCOLN REDCO LETTUCE SLICER
1	EMPLOYEE BULLETIN BOARD
1	6 FT STAINLESS HARWOOD PREP TABLE
7	RESTAURANT TABLES
36	RESTAURANT CHAIRS
8	RESTAURANT BAR STOOLS
2	HOODMART 26.5 INCH WIDE VENTLESS PORTABLE HOOD
1	ADMIRAL CRAFT DF 6L/2 22" DOUBLE COUNTERTOP FRYER
1	ADVANCE TABCO MODEL TT-304-X 48" X 30" STAINLESS TABLE
1	EURODIB MODEL HBS-250L 10 INCH LIGHT DUTY MEAT SLICER
1	ADMIRAL CRAFT MODEL GRID24 24 INCH GRIDDLE
1	WARING MODEL CTS1000 COMMERCIAL CONVEYOR TOASTER
1	WARING MODEL WCO500X 23 INCH HEAVY DUTY CONVECTION OVEN
1	BENCHMARK USA MODEL 60048 HOT DOG STEAMER
1	ADVANCE TABCO MODEL TT-240-X 30" X 24" STAINLESS TABLE
2	FOCUS FOODSERVICE MODEL FMK1836694CH 36 INCH MOBILE FOOD STORATE RACK
1	DISPENSE-RITE WR-CT-4 4 SECTION BEVERAGE CUP DISPENSING RACK
1	DISPENSE-RITE FML-4 4 COMPARTMENT BEVERAGE LID DISPENSER
2	DURABLE PLASTIC TRASH CANS
1	NEW PORTABLE MOP BUCKET AND NEW MOP
1	INTERNATIONAL MODEL MKRBD2432 MENU BOARD WITH EASEL
1	INTERNATIONAL THP 2 STATION COFFEE POT WARMER
1	BOARD DUDES GLASS DRY ERASE BOARD 4 FT BY 3 FT MENU
1	Update International (APB-1424FD) - 4 Tray Display Case
1	Marquee Signage on Mountain City Hwy (NV225) Name of Restaurant

EXHIBIT D

NEVADA ADMINISTRATIVE CODE 446-FOOD ESTABLISHMENTS ELKO REGIONAL AIRPORT

**Please use most current regulations found at
<https://www.leg.state.nv.us/nac/NAc-446.html>**

Agreement EXHIBIT E
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

SECTION 1 GENERAL. Except as the context otherwise requires and unless otherwise expressly provided herein, the capitalized terms in this Exhibit to the Agreement shall have the same meaning as any similarly capitalized terms defined in the Agreement or in any exhibit thereto.

SECTION 2 DBE OBLIGATION. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. The CONCESSIONAIRE agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

SECTION 3 OTHER AGREEMENTS. The CONCESSIONAIRE agrees to include the above statements in any subcontract concession agreements that it enters into and cause those businesses to similarly include the statements in further agreements.

SECTION 4 DBE PARTICIPATION IN THIS AGREEMENT. CONCESSIONAIRE agrees that it shall provide for at least 5.3% participation by certified Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, said participation being measured as a percentage of total annual gross revenues obtained by CONCESSIONAIRE in its operation under this Agreement.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of Resolution No. 7-20, a resolution regarding the expiration of a Land lease between the City of Elko and Canyon Construction on property identified as APN 006-09G-027, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **On June 20, 2005 the City and Canyon construction entered into a land lease identified as APN 006-09G-027. The term of lease is 15 years beginning on July 1, 2005 and terminating at midnight on June 30, 2020. There is no provision for extending the term beyond June 30, 2020. Additionally, the Nevada Department of Transportation notified the City on August 25, 2016 and October 27, 2016 that the approach utilized for access to the property was not a legal approach and presented safety concerns due to the proximity to an abutting legal approach. SAW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 7-20**
9. Recommended Motion: **Adopt Resolution No. 7-20**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Richard G. Barrows; Wilson, Barrows, Salyer, Jones**
12. Council Action:
13. Council Agenda Distribution: **Mrs. Pamela Lattin, Canyon Construction**

Upon introduction and motion by Councilmember _____, and seconded by Councilmember _____, the following Resolution was duly passed and adopted:

CITY OF ELKO RESOLUTION 07-20

A Resolution Regarding the Expiration of City-Canyon Land Lease

WHEREAS, the City of Elko (the "City"), as landlord, entered into a written Land Lease dated June 30, 2005 (the "Lease") with Canyon Construction Company ("Canyon"), as tenant, of an 8.69 parcel of land adjoining the Elko Airport adjoining SR 535, being APN 006-09G-027, and legally described on Exhibit A attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Article II of the Lease provided that the term of the Lease is 15 years beginning on July 1, 2005, and ending at midnight on June 30, 2020; and

WHEREAS, over the term of the Lease, Canyon assigned the Lease to various assignees. The last assignee to be approved by the City, as required by Article 17.01 of the Lease, is ESM 2, LLC; and

WHEREAS, in addition to formally assigning the Lease to various assignees with the approval of the City, over the term of the Lease, Canyon also allowed various persons or entities to occupy the Property without the approval of the City. The current unapproved occupant of the Property appears to be a company called "Jenmar USA"; and

WHEREAS, the Property does not have legal access to the Nevada Department of Transportation right-of-way known as West Idaho Street and SR 535; and

WHEREAS, the City was notified on _____ by the Nevada Department of Transportation on August 25, 2016, that the approach being utilized for access to the Property was an illegal approach; and

WHEREAS, the City was again notified on _____ by the Nevada Department of Transportation on October 27, 2016, that the approach being utilized for access to the leased property was illegal approach; and

WHEREAS, since at least July, 2013, all monthly lease payments have been made to the City by a company other than Canyon: Great Basin Engineering Contractors; and

WHEREAS, the Lease will expire by its own terms at midnight on June 30, 2020; and

WHEREAS, the Lease does not contain a provision regarding extension or renewal by the tenant. As a result, the City is prohibited by NRS 268.059 – 268.062 from extending or renewing the Lease; and

WHEREAS, the tenant of the Lease, and all occupants of the Property, are under a duty to vacate the Property, without notice, by removing themselves, and all of their property and equipment from the Property, no later than midnight on June 30, 2020. Nevertheless, the City elects to give notice of such duty in advance of the expiration date by the methods stated below,

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

1. City staff is hereby directed, within 30 calendar days from the effective date of this resolution, to serve the attached Notice to Surrender the Property upon the named persons and entities as follows:
 - a. By leaving a copy with a person of suitable age and discretion upon the Property;
 - b. By posting a copy in a conspicuous place at the entrance to the Property; and
 - c. By mailing a copy to the person or entity at the address stated in the Notice;
2. Any and all persons and entities who have not fully vacated the Property on or before midnight on June 30, 2020, each of them continuing in possession of the Property after that time and date, in person, by subtenant or by allowed occupant, shall be guilty of an unlawful detainer as provided in NRS 40.250;
3. City staff are hereby authorized to evict any and all persons and entities who have not fully vacated the Property on or before midnight on June 30, 2020, and obtain possession of the Property, and to otherwise pursue all remedies allowed by unlawful detainer action, temporary writ of restitution and writ of restitution pursuant to NRS 40.290 - 40.425;
4. City staff is hereby authorized to take all action they deem necessary or appropriate to carry this resolution into effect;
5. This resolution shall become effective and in force immediately upon its adoption.

[signatures on next page]

Passed and adopted this __ day of _____, 2020.

CITY OF ELKO

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

*20030034rgb.wpd
February 26, 2020*

EXHIBIT A

A tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20. T. 34 N., R. 55 E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the $\frac{1}{4}$ corner of Sections 19 and 20, T. 34 N., R. 55 E., bears S.0°15'20"E., 57.08 feet;

Thence S.58°21' W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 1425.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deeded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 +13.81 P.O.C., and being further described as bearing S. 50°23'30"W., a distance of 653.50 feet from the East $\frac{1}{4}$ corner of Section 19, T. 34N., R. 55 E., MDB&M.

Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N.58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S.46°44'54"W., along the right of Southern highway right of way line of Nevada Interstate Route 80 (S.R.-1), a distance of 691.34 feet to the point of beginning.

APN:005-096-027

NOTICE TO SURRENDER PROPERTY

TO: Canyon Construction Company
P.O. Box 2030
Elko, Nevada 89803

Canyon Construction Company
%Pamela Lattin, Registered Agent
3250 Sundance Dr.
Elko, Nevada 89801

ESM 2, LLC
%Pamela Lattin, Managing Member
P.O. Box 2030
Elko, Nevada 89803

ESM 2, LLC
%Goicoechea, DiGrazia, Coyle & Stanton, LTD
530 Idaho St.
Elko, Nevada 89801

Jenmar USA
3268 West Idaho St.
Elko, Nevada 89801

Great Basin Engineering Contractors
P.O. Box 2030
Elko, Nevada 89803

Great Basin Engineering Contractors
% Sierra Corporate Services - Reno
100 West Liberty Street, 10th Floor
Reno, Nevada 89501

and All persons occupying the 8.69 acre Property, or any part thereof, adjoining SR 535, being APN 006-09G-027 and legally described on Exhibit A attached hereto and made a part hereof by this reference.

WHEREAS, the City of Elko (the "City"), as landlord, entered into a written Land Lease dated June 30, 2005 (the "Lease") with Canyon Construction Company ("Canyon"), as tenant, of an 8.69 parcel of land adjoining SR 535, being APN 006-09G-027, and legally described on Exhibit A attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Article II of the Lease provided that the term of the Lease is 15 years

beginning on July 1, 2005, and ending at midnight on June 30, 2020; and

WHEREAS, over the term of the Lease, Canyon assigned the Lease to various assignees. The last assignee to be approved by the City, as required by Article 17.01 of the Lease, is ESM 2, LLC; and

WHEREAS, in addition to formally assigning the Lease to various assignees with the approval of the City, over the term of the Lease, Canyon also allowed various persons or entities to occupy the Property without the approval of the City. The current unapproved occupant of the Property appears to be a company called "Jenmar USA"; and

WHEREAS, over the term of the Lease all monthly rent payments have been made to the City by a company called Great Basin Engineering Contractors; and

WHEREAS, the Lease will expire by its own terms at midnight on June 30, 2020; and

WHEREAS, the tenant of the Lease, and all occupants of the Property, are under a duty to vacate the Property, without notice, by removing themselves, and all of their property and equipment from the Property, no later than midnight on June 30, 2020. Nevertheless, the City elects to give notice of such duty in advance of the expiration date,

NOTICE IS HEREBY GIVEN TO YOU AS FOLLOWS:

1. You are hereby demanded to surrender the Property on or before midnight on June 30, 2020; and
2. Any and all persons and entities who have not fully vacated the Property on or before midnight on June 30, 2020, each of them continuing in possession of the Property after that time and date, in person, by subtenant or by allowed occupant, shall be guilty of an unlawful detainer as provided in NRS 40.250; and
3. City staff have been authorized to evict any and all persons and entities who have not fully vacated the Property on or before midnight on June 30, 2020, and obtain possession of the Property, and to otherwise pursue all remedies allowed by unlawful detainer action, temporary writ of restitution and writ of restitution, pursuant to NRS 40.290 – 40.425.

CITY OF ELKO

Dated: _____

by _____

Title: _____

EXHIBIT A

A tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20. T. 34 N., R. 55 E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the $\frac{1}{4}$ corner of Sections 19 and 20, T. 34 N., R. 55 E., bears S.0°15'20"E., 57.08 feet;

Thence S.58°21' W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 1425.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deeded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 +13.81 P.O.C., and being further described as bearing S. 50°23'30"W., a distance of 653.50 feet from the East 1/4 corner of Section 19, T. 34N., R. 55 E., MDB&M.

Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N.58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S.46°44'54"W., along the right of Southern highway right of way line of Nevada Interstate Route 80 (S.R.-1), a distance of 691.34 feet to the point of beginning.

APN:005-096-027

**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 850, an ordinance amending Title 8, Chapter 18 of the Elko City Code entitled “Public Improvement Standards”, and direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **On February 25, 2020, Council approved the initiation of Ordinance No. 850 and directed Staff to conduct a First Reading. MR**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **N/A**
8. Supplemental Agenda Information: **Copy of Ordinance No. 850**
9. **Recommended Motion: Conduct First Reading Ordinance No. 850, and direct Staff to set the matter for Second Reading, Public Hearing and possible adoption.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

**CITY OF ELKO
ORDINANCE 850**

AN ORDINANCE AMENDING TITLE 8, CHAPTER 18 OF THE ELKO CITY CODE ENTITLED "PUBLIC IMPROVEMENT STANDARDS" AND MATTERS RELATED THERETO.

WHEREAS, excavations for utility installations typically must comply with the requirements set forth in the book entitled "Standard Specifications for Public Works Construction" (known as the "Orange Book"), which is distributed to the cities and counties of northern Nevada by the regional transportation commission (RTC) of Washoe County;

WHEREAS, excavations for utility installations typically must also comply with the requirements set forth in the Latest edition of the "Standard Details for Public Works Construction" as distributed to the cities and counties of northern Nevada by the regional transportation commission (RTC) of Washoe County;

WHEREAS, the foregoing publications do not presently contain specifications or standard details applicable to microtrenching;

WHEREAS, the City has reviewed and has determined that it is necessary to amend Title 8, Chapter 18 of the Elko City Code to require microtrenching to comply with Standard Details established by the City.

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

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

SECTION 1: Title 8, Chapter 18, shall be entitled "PUBLIC IMPROVEMENT STANDARDS" and is hereby amended as follows:

8-18-1: TITLE

This chapter shall be known and cited as the PUBLIC IMPROVEMENT STANDARDS. ~~(Ord. 680, 10-23-2007)~~

8-18-2: DEFINITIONS

For purposes of this chapter, certain words, terms and phrases are defined as follows:

ALLEY: A public way providing secondary vehicular access and service to properties which also abut a street.

ARTERIAL AND MINOR ARTERIAL STREETS: A general term describing large major streets, including freeways, expressways and interstate roadways, and state and/or county highways having city and regional continuity.

COLLECTOR RESIDENTIAL AND LOCAL RESIDENTIAL STREETS: City streets serving the primary function of providing access to abutting property:

Cul-De-Sac Street: A short collector residential and local residential street having one end permanently terminating in and including a vehicular turning area.

Marginal Access Street: A collector residential and local residential street parallel to and abutting an arterial street which provides access to abutting property, intercepts other collector residential and local residential streets, and controls access to the arterial street.

COLLECTOR STREET: A street generally with limited continuity serving the primary function of moving traffic between arterial streets and local residential streets, and the secondary function of providing access to abutting properties.

PRIVATE STREET: A nondedicated, privately owned right of way or limited public way that affords the principal means of emergency and limited vehicular access and connection from the public street system to properties created through the division or subdivision of land.

PUBLIC IMPROVEMENT STANDARDS: A set of standards approved by the city council regulating the design and construction of public improvements in the city of Elko public roads or the city of Elko.

PUBLIC ROAD AND PUBLIC ROADS: The public highways, streets, avenues, alleys, bridges and ways as the same may now or hereafter exist within the city and future additions thereto over which the city has jurisdiction.

PUBLIC STREET: A dedicated public right of way that is part of the public street system and which affords the principal means of emergency and general vehicular access to abutting property.

STREET: Any existing or proposed street, avenue, boulevard, road, lane, parkway, place, bridge, viaduct or easement for public vehicular access; or, a street shown in a plat heretofore approved pursuant to law; or, a street in a plat duly filed and recorded in the county recorder's office. A street includes all land within the street right of way, whether improved or unimproved, and includes such improvements as pavement, shoulder, curbs, gutters, sidewalks, parking space, bridges, viaducts, lawns and trees.

STREET LINE: A line describing the limits of a street right of way. (Ord. 680, 10-23-2007)

8-18-3: PROVISIONS

This chapter shall be known as the public improvement standards code of the city of Elko, hereinafter "code". This chapter adopts the following public improvement standards:

- A. Latest edition of the "Standard Specifications for Public Works Construction" ("Orange Book") as distributed to the cities and counties of northern Nevada by the regional transportation commission (RTC) of Washoe County, and
- B. Latest edition of the "Standard Details For Public Works Construction" as distributed to the cities and counties of northern Nevada by the regional transportation commission (RTC) of Washoe County by the City of Elko, and
- C. Latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"

(MUTCD), and

- D. Latest edition of the "American Water Works Association" (AWWA).

Certain sections of the public improvement standards may be added or deleted by resolution.

All public improvement designs, construction, and modifications within the city of Elko public roads or the city of Elko shall conform with the above adopted public improvement standards, in addition to any other applicable codes or amendments set forth by the Elko city council.

~~(Ord. 680, 10-23-2007)~~

8-18-4: HORIZONTAL CONTROL DATUM

The basis of bearings for all engineering plans submitted to the city of Elko shall be based upon the following:

North American datum of 1983 (NAD83), Nevada east, U.S. feet, ground distance using a datum adjustment ground to grid factor of 0.99964312740 and be effective as of October 28, 2008. ~~(Ord. 701, 10-14-2008, eff. 10-28-2008)~~

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 Councilpersons 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, unless otherwise stated.

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

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By:

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Discussion regarding abatement matters and possible adoption of First amendment to the Stipulated Abatement Order between the City of Elko and the owners of 403 Pine Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **15 Minutes**
5. Background Information: **The City Council approved a Stipulated Abatement Order between the City of Elko and the owners of 403 Pine Street on October 22, 2019. As part of that agreement, if no buyer was found prior to December 22, 2019 the City of Elko could conduct any abatement process deemed appropriate without further notice to, or authority from, the owners. No buyer was found before the December deadline.**

On January 22, 2020, City Staff and a structural engineer entered the property for an inspection and evaluation. A structural analysis deeming the property a public safety hazard and recommending demolition was submitted to the City Development Manager on January 27, 2020. Based on this analysis and recommendation, staff proceeded with obtaining quotes from local contractors to perform the demolition. This work was anticipated to begin the week of March 9, 2020.

At the February 25, 2020 City Council meeting, the attorney for the current property owners informed the Council that there was a letter of intent to purchase the property in place and requested that the demolition not move forward. A formal request to amend the abatement order was received on March 4, 2020 requesting a 30-day extension and the allowance for “other abatement” methods. Staff has worked with the City Attorney’s office to draft an amendment extending the deadline for 30 days. However, based on the structural analysis, the only form of abatement provided for in the amendment is demolition. MR

6. Budget Information:

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

Agenda Item VII.A.

8. Supplemental Agenda Information: **First Amendment to Stipulated Abatement Order, Original Approved Stipulated Abatement Order, Stipulated Abatement Dates table, Structural Analysis, Request to Amend Agreement, Letter of Intent**
9. Recommended Motion: **Deny the First Amendment to the Stipulated Abatement Order between the City of Elko and the owners of 403 Pine Street and direct staff to move forward with the demolition process.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Tom Coyle, Assistant City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Robert Wines
687 6th Street, #1
Elko, NV 89801
bobwines@citlink.net**

FIRST AMENDMENT TO STIPULATED ABATEMENT ORDER

Between

THE CITY OF ELKO, NEVADA

and

**MATTISON ARMSTRONG AS ATTORNEY IN FACT FOR WILLIAM J.
ARMSTRONG**

_____, 2020

**FIRST AMENDMENT TO STIPULATED ABATEMENT ORDER BETWEEN THE
CITY OF ELKO AND MATTISON ARMSTRONG AS ATTORNEY IN FACT FOR
WILLIAM J. ARMSTRONG**

THIS FIRST AMENDMENT TO THE STIPULATED ABATEMENT ORDER (hereinafter "First Amendment") is entered into as of the ____ day of _____, 2020 by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and Mattison Armstrong as Attorney in Fact for William J. Armstrong (hereinafter the "Owner's Attorney in Fact").

WITNESSETH:

WHEREAS, on October 22, 2019, the City declared a public nuisance at 403 Pine Street, Elko, NV;

WHEREAS, on October 22, 2019, the City and Owner's Attorney in Fact entered into an Stipulated Abatement Order (hereafter sometimes "Order") requiring the nuisance be abated within the timelines and manner set forth in the Order and providing the City rights to abate the nuisance in the event the nuisance was not abated within the timelines and/or manner stipulated in the Order;

WHEREAS, by December 22, 2019, the Owner's Attorney in Fact had failed to secure a buyer of the property;

WHEREAS, by February 22, 2020, the February 22, 2020 Owner's Attorney in Fact had failed to abate the nuisance;

WHEREAS, on January 22, 2020, the City had exercised its right under Section A.i.c. of the Order, to enter the property and conducted a structural analysis of the structure and determined the structure requires demolition;

WHEREAS, the City's structural analysis precludes any abatedment consideration other than demolition of the structure;

WHEREAS, the garage is attached to the principal structure and is therefore considered a part of the principal structure as defined in Title 3 of City Code;

WHEREAS, demolition of the garage is required as a component for demolition of the principal structure to ensure conformance with principal uses as defined and stipulated in Title 3 of City Code;

WHEREAS, by February 24, 2020, the City had obtained quotes for demolition of the structure;

WHEREAS, on February 25, 2020, the Owner's Attorney in Fact submitted a letter of intent for the purchase of the property to the City Council requesting that the City not proceed with demolition of the structure;

WHEREAS, the letter of intent for the purchase of the property is conditioned on the City approving the sale and transferring responsibility to the buyer;

WHEREAS, on March 4, 2020, Robert J. Wines, Attorney for William J. Armstrong requested in writing a modification to the agreement allowing for an additional thirty (30) days to abate the nuisance;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Owner's Attorney in Fact agree to amend the Stipulated Abatement Order as follows:

Section Ai through iv, inclusive, shall be amended to read in its entirety as follows:

In recognition of the Owner's Attorney in Fact failure to secure a buyer for the property within the time frames stipulated in the Order, the City's structural analysis showing the structure to be unsound and requiring demolition, the Owner will have 30 days of City Council approval of this First Amendment to abate the nuisance through the demolition of the entire structure including the foundation and attached garage. Time is of the essence. The City shall have the immediate right to, without further notice to the Owner, enter the property and complete abatement to the same degree if the Owner fails to timely or fully perform the abatement. Further, Owner shall have all personal property removed from the real property at 403 Pine Street by 30 days from the date of City Council approval hereof or the City may remove and destroy such property during the abatement process and owner shall be deemed to have waived any claims for damages associated with such removal and/or destruction.

1. Except as modified by this First Amendment, the Stipulated Abatement Order shall remain in full force and effect, and the Stipulated Abatement Order, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment and the terms of the Stipulated Abatement Order, the terms of this First Amendment shall control. Defined terms used in this First Amendment which are not defined herein shall have the meanings set forth in the Stipulated Abatement Order. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
2. This document shall constitute the entire agreement between the parties concerning an amendment to the Stipulated Abatement Order. This First Amendment may not be modified or amended except by mutual agreement in writing signed by both parties.

CITY OF ELKO:

By: _____
REECE KEENER
MAYOR

ATTEST:

By: _____
KELLY WOOLDRIDGE
CITY CLERK

MATTISON ARMSTRONG
ATTORNEY IN FACT FOR WILLIAM J. ARMSTRONG

By: _____

STIPULATED ABATEMENT ORDER

The City of Elko and the Owner, by and through Owner's attorney in fact, Mattison Armstrong, hereby agree and stipulate as follows:

1. Mattison Armstrong represents that she has a duly executed power of attorney for William J. Armstrong concerning this matter and has authority to act on his behalf and the City may rely thereon.
2. The City Council may summarily order the following without further opportunity to be heard by the Owner, William J. Armstrong (Owner), of the property located at 403 Pine St. in Elko, Nevada and the Owner waives his rights to have a hearing on this matter before the City Council and his substantive or procedural rights to contest any of the matters set forth hereafter.
3. The findings and conclusions of Investigation Memorandum by the Assistant City Manager, which are hereby incorporated herein as if fully set forth, are agreed to and confirmed by the parties and the property at 403 Pine Street (Property) is and shall be a declared a public nuisance as set forth therein and shall be subject to the abatement orders provided hereinafter.
4. Owner, due to limited resources, is unable to abate the nuisance and consents to the City abating the nuisance as provided hereinafter. Further, Owner consents to entry upon the property for purposes of inspections and activities required for abatement as outlined herein.
5. ORDERS and ABATEMENT MATTERS

A. STIPULATION AND ORDER OF ABATEMENT BY CITY

- i. Owner will have 60 days from today ("60-day time period") to find a potential Buyer for the property and enter into a purchase and sale agreement, or at a minimum a letter of intent, with the Buyer, and to remove any personal property, the risk of loss of personal property shall remain solely upon the Owner; the 60-day time period shall be conditional on the following:
 - a. Within seven (7) days from today, Owner will double chain and lock all gates and remove the awning over the carport to prevent entry onto the property.
 - b. Within fifteen (15) days from today, Owner will maintain the property in a boarded up condition, and combustibles and garbage will be removed.
 - c. If a Buyer cannot be ascertained within 30 days the City or its designee may thereafter enter upon the property for purposes of inspecting the property to determine the extent of damage to the property and necessary abatement actions, including but not limited to, a structural and/or asbestos and/or prohibited materials analysis to determine the necessary abatement procedure.
- ii. In the event the property is sold and transfer is completed within the 60-day time period, Buyer shall provide a comprehensive abatement plan to the City no later than 15 days from the close of sale. If the City objects to the Buyer's abatement plan, the City may bring the matter before the Council for approval or modification of the plan.
- iii. In the event the property is under acceptable contract within the 60 days, putative Buyer shall abate the nuisance as required by the City, but in no event shall abatement fail to be completed within 120 days from today or putative Buyer shall have obtained the appropriate building permits if the property is not to be demolished.

- iv. In the event a Buyer cannot be ascertained within the 60 day time period, the City may enter the property and conduct any abatement process that it deems appropriate in its reasonable discretion without further notice to or authority from Owner as provided hereinafter:
 - a. Upon commencing abatement pursuant to the City Plan, the City, through its various departments, shall have the authority to enter the property to abate or remove the nuisance as noted herein. In connection therewith, the City may enter the property and perform any further inspections and obtain or prepare reports necessary to determine the appropriate scope and nature of the action(s) necessary to abate the nuisance(s). The City may further order the Owner or other persons cease and desist from occupancy or any other presence or activities that may interfere with the abatement, take such actions as are deemed necessary to enforce such orders, take such action as necessary to prevent attractive nuisances to vagrants, criminals and children, provide for the shut-off of any utilities as deemed necessary, and take such further actions as are consistent herewith. Upon completion of said abatement, the departments shall file with the City Clerk a statement of costs to include the amount of work done expressed in hours, all expenses and costs incurred of any nature whatsoever, a description of the premises upon which the work was done, and the name of the person(s) chargeable with such costs and expenses. The City Council, at a regular meeting, will determine if said costs and expenses were proper and other matters appropriate in furtherance of placing a lien upon the Property and notice Robert Wines of the meeting to discuss the lien.
- v. Owner agrees to waive any and all claims against the City, its agents or employees concerning the same thereafter, including but not limited to notice, entry onto the premises, scope of abatement, removal of personal property which continues to remain on the premises at that time, and abatement process and procedure. The parties agree to execute a formal agreement of the forgoing, if deemed necessary by the City, and understand and agree that the intent of this agreement shall be for the most extensive protection of the City.

B. LIEN FOR COST OF REMOVAL

The Council finds that the expenses and costs to the City, if any, of removing or abating the nuisance and conditions noted herein will be a lien upon the Property. Such lien will be perfected by sending by certified mail a notice of lien to the Owner to the last known address and by filing with the Elko County Recorder a statement by the City Clerk of the amount of expenses due and unpaid and describing the property subject to the lien.

C. EXTENT OF ABATEMENT

In abating the nuisance and other conditions noted above, the City may go to whatever reasonable and to the extent necessary to complete the abatement and should it be practicable to salvage any material derived from said actions, the City may sell the salvaged material at

public sale for the best price obtainable and shall keep an accounting of such proceeds. Proceeds will be accounted for as set forth in ECC 5-1-10D, and offset against the lien amount.

D. ASSISTANCE AUTHORIZED AND UTILIZED

In abating the nuisance(s) stated herein, the Assistant City Manager is authorized to call upon any of the City Departments or divisions for whatever assistance deemed necessary or may by private contract cause the abatement.

E. FILING OF STATEMENT OF COSTS

The City will, within fifteen (15) days after the completing of the abatement actions, cause a statement of costs to be filed with the City clerk.

F. NOTICE OF ASSESSMENT

Upon receipt of the statement of costs, the City Clerk will provide, by certified mail or hand delivery, to the Owner, by delivery to Robert Wines, a notice of the amounts set forth in the statement, plus an additional amount sufficient to defray the costs of the notice and stating the costs of abating the nuisance is a lien upon the Property. This notice will be pursuant to ECC 5-1-11 and will state the full amount must be paid within twenty (20) days of the certified mail or hand delivery. If payment or objection is not received, the City Clerk shall perfect the lien and the procedures of ECC 5-1-11 will be followed. If objection is made by the Owner, the City Clerk will refer the decision for review by the Council at the next regular meeting.

G. COST COLLECTION

Nothing contained herein prevents the City from maintaining a lawsuit to collect the expense of abatement actions taken herein or the subsequent prosecution criminally of the Owner for maintaining a public nuisance.

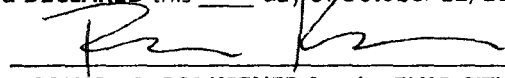
H. SEVERABILITY AND ISSUANCE

If any portion of this order is found to be invalid or unenforceable, the remainder shall be enforceable and valid. By passage of this order by the Council at the meeting or hearing or any subsequent time, the Mayor is hereby authorized to sign this order on behalf of the City Council and to direct it to City Staff for further proceedings consistent herewith.

6. Notwithstanding anything to the contrary herein, the parties agree that any future notices to Owner concerning the matters herein may be served by regular mailing to Attorney Robert Wines by and shall be deemed served upon the date of mailing.
7. Owner waives any future NRS 241.033 or 241.034 notices concerning any meetings regarding the subject matters addressed herein.
8. Time is of the essence.
9. This Agreement shall be binding and inure to the benefit of the heirs, successors, and assigns of the Owner.

10. Ambiguities shall not be construed against the drafter.

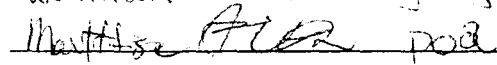
IT IS SO STIPULATED, AGREED and ORDERED and DECLARED this ____ day of October 22, 2019.


MAYOR REECE KEENER for the ELKO CITY COUNCIL

ATTEST:

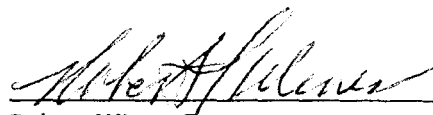
CITY CLERK, KELLY WOOLDRIDGE

OWNER:

William J. Armstrong by

By: Mattison Armstrong, as attorney-in-fact of William

J. Armstrong

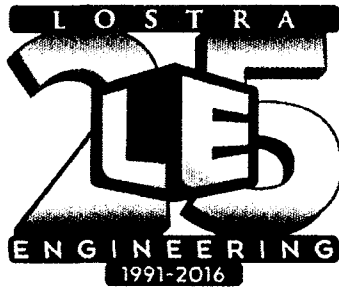
Approved as to form and content:


Robert Wines, Esq.
Attorney for Owner

Stipulated Abatement Timeline

403 Pine Street

Date/Deadline	Action
October 29, 2019	Owner to securely lock all gates and remove carport awning
November 6, 2019	Owner to board up house and remove combustibles and garbage
November 21, 2019	City may enter to inspect (if buyer not already found)
December 22, 2019	Owner to find buyer and enter into contract; If no buyer found by this date, City may abate
January 7, 2020	Latest date buyer to submit abatement plan
February 22, 2020	Buyer to complete demo or obtain building permit for rehab



Michael L. Lostra, P.E.
Thomas W. Hawkins, P.E.
Phone: 775-777-1210
Fax: 775-777-1211
930 College Avenue, Elko, NV
www.elkoengineers.com

January 27, 2020

Michele Rambo, AICP
Development Manager
City of Elko
1751 College Ave.
Elko, NV 89801

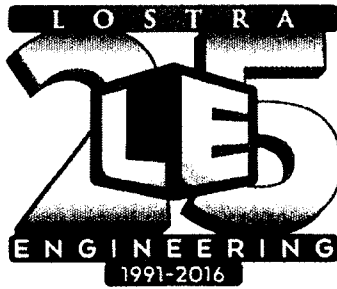
RE: Structural Observation of a Single-Family Residence located at 403 Pine Street, Elko, Nevada.

Dear Ms. Rambo:

On January 22, 2020, I performed an observation of a single-family structure located at 403 Pine Street, Elko, Nevada. The observation was performed at the request of the City of Elko. The purpose of the observation was to determine the extent of fire and other damage to the structure in order to help the City in determining the best course of action. No covered construction was exposed beyond what was already damaged and exposed at the time of the observation. The following is my observation and recommendations.

The home was, according to Elko County Assessor data, originally built in 1953. It is approximately 2,396 square feet of finished living space with 1,525 square feet on the main floor. The other 844 square feet of living space is on the upper floor. The structure also has a 1,514 square foot unfinished basement. There is a 280 square foot detached garage (Not a primary focus of this report.), with a carport/breezeway attached to both structures. The main and upper floor of the residence is primarily stick frame construction. This consists of primarily rough sawn lumber. The walls are wood studs with mostly wood lath and plaster interior, with combination of brick veneer and wood siding exterior. What was left of the roof framing consisted of cut-and-stack roof joists and rafters covered with wood planking and asphalt shingles. The flooring system for both the main and upper floors, where visible, were wood joists with tongue and groove wood planking. The basement consisted of cast-in-place concrete walls and a concrete floor. The floor support for the main floor consisted primarily of rough sawn post and beam lumber in direct contact with the concrete.

According to a permit review, and local news records the structure had previously caught fire in September of 2011. The extent of that fire and the damage is not currently known, but permits were issued for the repairs in both 2011 and 2012. The most recent fire to damage this structure occurred on April 10, 2019. The cause of these fires is not in the scope of this report. A permit review provided by the City of Elko listed permits in the following years:



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Thomas W. Hawkins, P.E.
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Fax: 775-777-1211
930 College Avenue, Elko, NV
www.elkoengineers.com

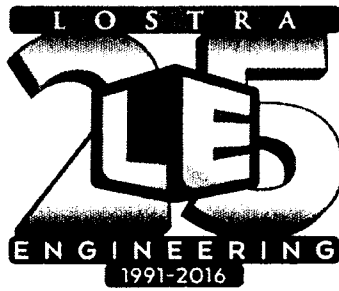
1987 – Roof
2001 – Carport
2004 – 200 Amp Electrical Service
2011 – Fire Damage Repair
2012 – Plumbing Repair (Fire damage related.)

The reason for the request of the permit information by Lostra Engineering was that during the course of the review there was evidence of additions and alterations to this structure over the years. As is common with older homes, and with such a lengthy history, it is not uncommon to have alterations to a structure that were not properly designed, built, nor permitted. There was evidence during this review that such alterations and additions took place.

The fire damage to the roof structure was substantial in that approximately 90 percent of the upper floor was left open to the air and elements outside. (Visible atmosphere.) This has allowed water to penetrate the rest of the structure since the fire exposed it in April. At the time of the observation there was standing snow in portions of the upper floor, with significant moisture including puddles throughout a majority of the rest of the home. The roof over the second floor is almost entirely destroyed or has collapsed onto the floor below.

The main floor has significant smoke and moisture damage throughout. The lack of a roof structure above the second floor allows snow and water to continue down through the rest of the structure. Ceilings and walls in multiple rooms are exhibiting water damage due to the extinguishing of the fire, and constant exposure to weather. The amount of debris and trash throughout the home will continue to hold moisture against the framing elements of the home, causing rot, deterioration of the structure, and propagating mold. The bedroom to the rear of the structure on the North side had burned almost completely. The structure in this portion is a total loss and represents a hazard to life, as what is left is supporting roof and floor above. As what is left of structure in this area continues to deteriorate, collapse of structure in this area becomes more likely. The ceiling in the main floor appears to have been modified more recently. There is newer framing with modern sawn lumber in what appears to be an attempt to stiffen the second floor above.

At the time of the observation the basement had standing water of no more than a couple inches (puddles) in multiple areas. The majority of main floor framing which was visible above appeared in good shape. There was some water damage in areas, with moisture present. This structure will continue to deteriorate over time due to lack of roof and exposure to moisture. The basement retaining walls exhibited cracking that is common for a structure of this age. There was minor evidence of sulfide attack and weathering of the concrete in a couple areas, but this was minor. The foundation appeared in good shape for a structure of this age. A floor support beam in a basement room on the North side of the structure exhibited significant deflection, and is overstressed.



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Recommendations:

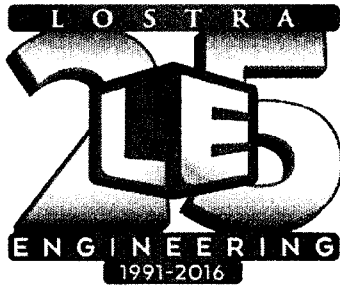
The International Existing Building Code 2018 (IEBC), which is a supplement to the 2018 International Building Code (IBC), and has been adopted by the City of Elko provides the following applicable definitions:

“Dangerous (Chapter 2 Section 202) – Any building structure or portion thereof that meets any of the conditions described below shall be deemed dangerous: 1. The building or structure has collapsed, has partially collapsed, has moved off its foundation, or lacks the necessary support of ground. 2. There exists a significant risk of collapse, detachment or dislodgment of any portion, member, appurtenance or ornamentation of the building or structure under service loads.”

“Section 405.2.4 (IEBC) Substantial structural damage to gravity load-carrying components. Gravity load carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions for dead and live loads in the International Building Code. (IBC) – Undamaged gravity load carrying components that receive dead, live or snow loads from rehabilitated components shall also be rehabilitated if required to comply with the design loads of the rehabilitation design.”

As the majority of the upper roof has been destroyed, with a portion collapsing, and a further section of roof and second floor in danger of collapsing, this structure is defined as dangerous. Additionally, any rehabilitated or repaired members of this structure will need to comply with the current code. (2018 IBC.) With all undamaged supporting members of repaired areas being required to be brought up to the standards of the current code as well. (i.e. The code is stating that due to the level of damage to the structure, the entire structure will have to be brought up to current code when repaired.) As such we recommend the following:

1. Tear the entire structure down to the foundation. Due to the level of repair required, and the fact that the entire existing structure will be required to be brought up to code, this is the only feasible option.
2. Should it be desired to salvage the foundation, a separate evaluation will need to be performed after the structure above is removed. It is likely that removal of the existing house will cause further damage to the existing foundation. And any new design will need to take into account the limitations of the existing foundation system with regard to current code requirements.
3. Tear down of the structure should be done as soon as is feasible. The risk to the public will only grow with time as the structure will continue to deteriorate, initiating further



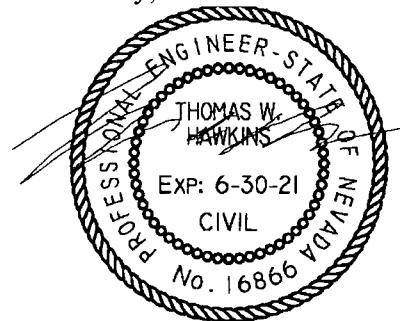
Michael L. Lostra, P.E.
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collapse of portions of the home. Additionally, there will be a health hazard in the form of bacterial growth that will continue to propagate due to the presence of moisture. (It should also be noted that at the time of observation it appeared that the home had been broken into. An unoccupied structure such as this will continue to be a public nuisance inviting vagrants and criminal activity.)

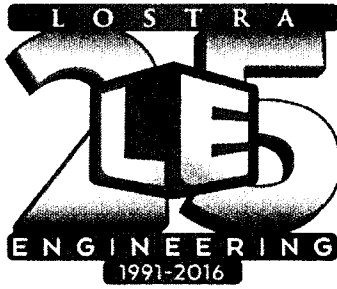
4. The carport/breezeway between the house and garage needs to be removed as it is improperly supported.
5. The garage will need to have the rear wall repaired from what appears to be collision damage, if it is to remain. (See photo appendix.)

A photo appendix has been attached to this report documenting the conditions observed. If you have any additional questions or concerns, please feel free to contact me directly at (775) 385-0130.

Sincerely;



Thomas W. Hawkins, P.E.



Michael L. Lostra, P.E.
Thomas W. Hawkins, P.E.
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Fax: 775-777-1211
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PHOTO APPENDIX



PHOTO 1 - FRONT OF HOUSE (SOUTH)

SIGNIFICANT ROOF DAMAGE IS VISIBLE WITH PORTIONS OF THE ROOF MISSING.



PHOTO 2 - RIGHT SIDE OF HOUSE (EAST)

SIGNIFICANT ROOF DAMAGE IS VISIBLE. LARGE PORTIONS OF THE ROOF DESTROYED AS WELL AS THE GABLE END WALL.

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403 PINE STREET
ELKO NEVADA



PHOTO 3 - SOUTH-EAST ELEVATION

SIGNIFICANT ROOF AND GABLE END DAMAGE VISIBLE. SIGNIFICANT PORTIONS OF ROOF AND GABLE END WALL DESTROYED.



PHOTO 4 - REAR WALL OF DETACHED GARAGE

WALL EXHIBITS EVIDENCE OF DAMAGE DUE TO COLLISION FROM THE INTERIOR. BRICK WILL NEED TO BE REMOVED, AND WALL REPAIRED IF SALVAGING THIS STRUCTURE IS DESIRED.

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ELKO NEVADA





PHOTO 5 - CARPORT/BREEZEWAY FRAMING

ENGINEERED WOOD FRAMING IS EXPOSED TO WEATHER. EXHIBITS IMPROPER VERTICAL AND LATERAL SUPPORT.



PHOTO 6 - CARPORT/BREEZEWAY FRAMING

ENGINEERED WOOD FRAMING IS EXPOSED TO THE WEATHER. EXHIBITS IMPROPER CANTILEVER SUPPORT ON THE RIGHT SIDE. ALSO HAS A SUPPORT COLUMN BEARING DIRECTLY ON HANDRAIL POST.

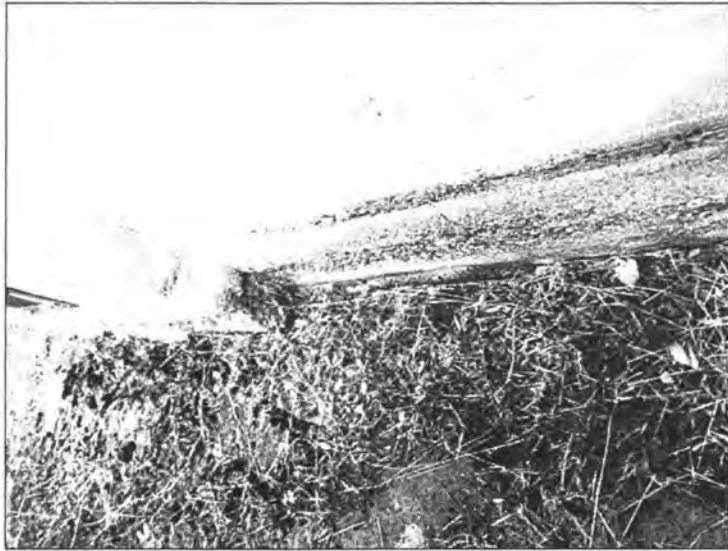


PHOTO 7 - EXTERIOR BASEMENT WALL (WEST ELEVATION)

CONCRETE WALL EXHIBITING SIGNS OF WEATHERING AND DETERIORATION DUE TO SULFIDE ATTACK.



PHOTO 8 - EXTERIOR BASEMENT WALL (WEST ELEVATION)

CONCRETE WALL EXHIBITING SIGNS OF WEATHERING AND DETERIORATION DUE TO SULFIDE ATTACK.
DIAGONAL CRACKING AT WINDOW.



PHOTO 9 - BASEMENT WALL

CRACKING IN CONCRETE WALLS TYPICAL OF BASEMENTS OF THIS AGE.



PHOTO 10 - BASEMENT WALL & TYPICAL FLOOR SUPPORT

CONCRETE BASEMENT WALL WITH VERTICAL CRACKING AT THE WINDOW. TYPICAL POST AND BEAM SUPPORT FOR 1ST FLOOR FRAMING. ROUGH SAWN LUMBER IN DIRECT CONTACT WITH CONCRETE.

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CITY OF ELKO
403 PINE STREET
ELKO NEVADA

5

17



PHOTO 11 - BASEMENT WALL

CONCRETE BASEMENT WALL WITH VERTICAL CRACKING AT WINDOW. EXHIBITS MINOR SIGNS OF
DETERIORATION DUE TO SULFIDE ATTACK.



PHOTO 12 - BASEMENT WALL

CONCRETE BASEMENT WALL WITH DIAGONAL CRACKING AT WINDOW. EXHIBITS MINOR SIGNS OF
DETERIORATION DUE TO SULFIDE ATTACK.

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6

17



PHOTO 13 - TYPICAL POST & BEAM BENEATH MAIN FLOOR

TYPICAL ROUGH SAWN LUMBER POST AND BEAM SUPPORTING MAIN FLOOR FRAMING.



PHOTO 14 - BASEMENT - NORTH ROOM

SIGNIFICANT DEFLECTION IN FLOOR SUPPORT BEAM. THIS SUPPORTS THE FLOOR IN THE KITCHEN/LAUNDRY ROOM AREA. WATER DAMAGE VISIBLE IN THE FLOOR FRAMING.

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ELKO NEVADA



PHOTO 15 - BASEMENT - NORTH ROOM

STANDING WATER VISIBLE. SIGNIFICANT WATER STILL IN THIS AREA. ENTIRE BASEMENT HAS SIGNIFICANT MOISTURE.



PHOTO 16 - KITCHEN AREA

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE. LUMBER FRAMING IN CEILING EVIDENCE OF A NON-PERMITTED REMODEL/FLOOR STIFFENING ALTERATION.

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8

17



PHOTO 17 - KITCHEN CEILING

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE. LUMBER FRAMING IN CEILING EVIDENCE OF A NON-PERMITTED REMODEL/FLOOR STIFFENING ALTERATION.



PHOTO 18 - LAUNDRY ROOM

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.

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403 PINE STREET
ELKO NEVADA

9

17



PHOTO 19 - LAUNDRY ROOM CEILING

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.
WATER DAMAGE TO 2ND FLOOR FRAMING VISIBLE.



PHOTO 20 - DINING ROOM/LIVING ROOM CEILING

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.
LUMBER FRAMING IN CEILING EVIDENCE OF A NON-PERMITTED REMODEL/FLOOR STIFFENING
ALTERATION.



PHOTO 21 - LIVING ROOM MAIN FLOOR

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.
LUMBER FRAMING IN CEILING EVIDENCE OF A NON-PERMITTED REMODEL/FLOOR STIFFENING
ALTERATION.



PHOTO 22 - LIVING ROOM MAIN FLOOR

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.
LUMBER FRAMING IN CEILING EVIDENCE OF A NON-PERMITTED REMODEL/FLOOR STIFFENING
ALTERATION.

STRUCTURAL OBSERVATION
CITY OF ELKO
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11

17



PHOTO 23 - LIVING ROOM MAIN FLOOR

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.
LUMBER FRAMING IN CEILING EVIDENCE OF A NON-PERMITTED REMODEL/FLOOR STIFFENING
ALTERATION.



PHOTO 24 - BEDROOM/BATHROOM MAIN FLOOR

SOOT AND FIRE DAMAGE VISIBLE. CEILING COVERING COLLAPSING DUE TO WATER AND FIRE DAMAGE.

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12

17



PHOTO 25 - BEDROOM (NORTH SIDE) MAIN FLOOR

TOTAL IRREPARABLE FIRE DAMAGE TO THIS PORTION OF THE STRUCTURE. THIS WILL COMPROMISE THE FLOOR ABOVE.



PHOTO 26 - BEDROOM (NORTH SIDE) MAIN FLOOR

TOTAL IRREPARABLE FIRE DAMAGE TO THIS PORTION OF THE STRUCTURE.



PHOTO 27 - EXTERIOR PATIO/ENTRANCE (SOUTH)

EXTERIOR PATIO FILLED WITH TRASH AND DEBRIS.



PHOTO 28 - EXTERIOR PATIO/ENTRANCE CEILING (SOUTH)

EXTERIOR PATIO CEILING DAMAGE DUE TO COMBINATION OF EXPOSURE TO WATER AND WEATHER, AS WELL AS THE FIRE.

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ELKO NEVADA

14

17



PHOTO 29 - STAIRWAY TO 2ND FLOOR

MOISTURE DAMAGE EVIDENT IN WALLS. STAIRWAY CONTAINED SIGNIFICANT MOISTURE AT THE TIME OF OBSERVATION.



PHOTO 30 - BEDROOM (NORTH SIDE) 2ND FLOOR

ROOF STRUCTURE OVER THIS ROOM HAS COLLAPSE DUE TO FIRE DAMAGE. STANDING SNOW VISIBLE IN THIS AREA.

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15

17



PHOTO 31 - BEDROOM 2 - 2ND FLOOR

FIRE DAMAGED CEILING JOISTS ARE ALL THAT REMAIN OF THE ROOF STRUCTURE IN THIS ROOM.
STANDING SNOW VISIBLE IN THIS AREA.



PHOTO 32 - BEDROOM 2 CEILING 2ND FLOOR

FIRE DAMAGED CEILING JOISTS ARE ALL THAT REMAIN OF THE ROOF STRUCTURE IN THIS ROOM.

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16

17



PHOTO 33 - 2ND FLOOR BATHROOM

CEILING OF THE 2ND FLOOR BATHROOM. WITH THE ROOF IN THIS AREA COMPLETELY DESTROYED THE CEILING IS EXPOSED TO THE WEATHER AND WILL LIKELY COLLAPSE.



PHOTO 34 - BEDROOM (NORTH SIDE) 2ND FLOOR - COLLAPSED ROOF

LARGE SECTION OF COLLAPSED ROOF DUE TO FIRE DAMAGE. STANDING SNOW VISIBLE IN THIS AREA.

STRUCTURAL OBSERVATION
CITY OF ELKO
403 PINE STREET
ELKO NEVADA

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March 4, 2020

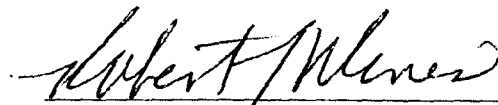
Elko City Council:

WILLIAM J. ARMSTRONG, hereby requests a modification to the abatement order regarding the premises located at 403 Pine Street, Elko, Nevada. WILLIAM J. ARMSTRONG has entered into an agreement with DUSTY SHIPP to transfer the property to him, in its existing condition, and as part of that transfer, DUSTY SHIPP has agreed to accept all responsibility for demolition or other abatement of the nuisance. DUSTY SHIPP has agreed to undertake all acts necessary to abate the nuisance within 30 days.

This is a positive act for both the City of Elko and WILLIAM J. ARMSTRONG, in that it will accomplish the City's goals, without the requirement that the City expend funds to undertake the abatement, and will provide WILLIAM J. ARMSTRONG with a benefit from transferring the property.

Based on the foregoing, WILLIAM J. ARMSTRONG hereby requests a modification to the abatement order, extending the time for completion of abatement for a period of 30 days, and, provided that the abatement has been accomplished within that time period, that thereafter, the abatement be declared to have been resolved.

Please place this matter on the Council agenda as an action item.

A handwritten signature in black ink, appearing to read "Robert J. Wines", written over a horizontal line.

ROBERT J. WINES,
Attorney for WILLIAM J. ARMSTRONG

Dusty Shipp
DDS Properties LLC
Braemar Construction LLC
Office: 775-777-2949
Cell: 775-934-5785
717 West Idaho ST
Elko, NV 89801

Letter of Intent

William J Armstrong
c/o Mattison Armstrong
c/o Robert Wines

Dusty Shipp known as buyer is interested in purchasing the building structure located at 403 Pine in Elko, NV from William J Armstrong after known as Seller.

Buyer will plan to purchase the parcel on the following terms;

- Purchase price to be \$30,000.
- Buyer to pay all costs associated with the transfer of property.
- Buyer to pay additionally any outstanding back taxes
- Buyer to close within 30 days of executed purchase agreement.
- Buyer to be responsible for any cleanup and demo costs required.
- Buyer understands that property is purchased AS IS.
- This Offer is contingent on Elko City approval of this sale and transfer of responsibility.

William J Armstrong

Seller: By Mattison Armstrong POA

Date: 2-25-2020

Seller: _____

Date: _____

Buyer: [Signature]

Date: 2-29-2020

Approval -
Robert Wines, Attorney.

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Alejandro Perez, DBA El Capitan Seafood Restaurant, LLC., located at 232 Silver Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Alejandro Perez, DBA El Capitan Seafood Restaurant, LLC., located at 232 Silver Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Alejandro Perez
PO Box 2430
Elko, NV 89803**



ELKO POLICE DEPARTMENT

Ty Trouten
Police Chief

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

DATE: March 3, 2020

TO: Curtis Calder, City Manager

FROM: Ty Trouten, Police Chief

SUBJECT: Retail Liquor License Application in the name of El Capitan Seafood Restaurant, LLC.,
located at 232 Silver Street, Elko, NV 89801

On February 20, 2020, Alejandro I. Perez made application for a Retail Liquor License in the name of El Capitan Seafood Restaurant, LLC., located at the above address.

Mr. Perez has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License Application in the name of El Capitan Seafood Restaurant, LLC., located at 232 Silver Street, Elko, NV 89801.

TT/tle

CC: Mayor Keener

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 849, an ordinance amending Title 8, Chapter 2 of the Elko City Code entitled “Utility Occupancy of Public Rights-Of-Way or Public Easements, Smart Dig Requirements, and City Excavation Permits”, and direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 10, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **First reading of Ordinance No. 849 was conducted on February 25, 2020. MR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance No. 849**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 849.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

**CITY OF ELKO
ORDINANCE 849**

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2 OF THE ELKO CITY CODE ENTITLED "UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS, SMART DIG REQUIREMENTS, AND CITY EXCAVATION PERMITS" AND MATTERS RELATED THERETO.

WHEREAS, the City seeks to encourage investment in the development of cost-effective, innovative and long-lasting fiber optic infrastructure throughout the community through the use of microtrenching;

WHEREAS, the City has determined that by amending Title 8, Chapter 2 and 18 of the Elko City Code to exempt microtrenching from smart dig requirements, the City will promote the use of microtrenching for fiber optic cable installation;

WHEREAS, nanotrenching is a less durable means of installing buried fiber optic cable than microtrenching and, if permitted, would create additional maintenance problems for the City;

WHEREAS, the City has determined that it is necessary to amend Title 8, Chapters 2 and 18 of the Elko City Code to prohibit nanotrenching;

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

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

SECTION 1: Title 8, Chapter 2, shall be entitled "CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS, SMART DIG REQUIREMENTS AND CITY EXCAVATION PERMITS" and is hereby amended as follows:

8-2-1: TITLE:

This chapter shall be known as and may be cited as: CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS, SMART DIG REQUIREMENTS AND CITY EXCAVATION PERMITS.
~~(Ord. 835, 3-12-2019)~~

8-2-2: DEFINITIONS, TERMS:

For the purpose of this chapter, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

COMMUNICATIONS INFRASTRUCTURE: The technology, products and network connections that allow for the transmission of communications over large distances.

CONSTRUCTION PLANS: Plans, profiles, cross-sections and other required details for the construction of public improvements, prepared in conjunction with the project and in compliance with standards of design and construction approved by the City.

EMERGENCY: Sudden unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate loss of life or damage to health, property or essential public services.

EXCAVATE OR EXCAVATION: Any work or action in which earth, rock, pavement, or other materials in the ground or underwater in a public right-of-way is moved, removed, or otherwise displaced in any of the following ways: grading, trenching, digging, ditching, or any other means.

EXCAVATION PERMIT: A permit required and issued by the City for any excavation within a public right-of-way, to include a street cut.

EXCAVATOR: Any person who engages in excavation.

LONGITUDINAL ACCESS: Access to or the use of any part of a right-of-way that extends generally parallel to or within the right-of-way.

MICRODUCT: A small-diameter (less than 20 millimeter), flexible, lightweight duct designed to provide a path for placing microfiber cable and fiber optic cable with lower fiber counts. A microduct must meet industry standards, to include required rigidity (crush) and temperature specifications.

MICROTRENCHING: Trenching by means of a cutting wheel designed for the purpose of creating a narrow shallow trench that is typically less than 2 inches in width and is located below the asphaltic or cement layer of a road or pedestrian way for the purpose of fiber optic cable installation utilizing microduct installed below the asphaltic or concrete layer of a road or pedestrian way.

NANOTRENCHING: Trenching by means of a cutting wheel designed for the purpose of creating a narrow and shallow trench that is located within the asphaltic or concrete layer of a road or pedestrian way for the purpose of fiber optic cable installation with or without the utilization of microduct.

OPERATOR: Any person who owns, operates or maintains underground telecommunication facilities.

PERMITTEE: An excavator who is authorized to perform work pursuant to an excavation permit in accordance with the provisions of this chapter.

PERSON: A natural person, any form of business or social organization and any other legal entity including, but not limited to, a corporation, partnership, association, trust or unincorporated organization, or any government, governmental agency or political subdivision of a government.

PUBLIC EASEMENT: A right to use any area or alignment that has been conveyed to the City for one or more public purposes.

PUBLIC RIGHT-OF-WAY: An area or alignment that has been dedicated to the City for one or more public purposes.

PUBLIC WORKS PROJECT: Any excavation project undertaken by a public entity.

SMART DIG: The requirements of this chapter pertaining to the placement of telecommunication facilities in excavations within rights-of-way.

TELECOMMUNICATION: The transmission of signs, signals, messages, words, writing, images, sound or information of any nature by wire, radio, optical, or electromagnetic systems. Telecommunication occurs when the exchange of information between communication participants includes the use of technology.

TELECOMMUNICATION FACILITY: Any cable, line, fiber, wire, conduit, inner duct, access manhole, hand hole, tower, hut, pedestal, pole, box, splice panel, transmitting equipment, receiving equipment, power equipment or other equipment, system or device that is used to transmit, receive, produce or distribute a signal for telecommunications purposes via wireless, wireline, electronic or optical means, and any other outside plant materials provided by the City.

USA: Underground Service Alert (USA), a non-profit mutual benefit organization operating free call centers for excavators who are digging, blasting, trenching, drilling, grading, excavating, or otherwise moving any earth for the purpose of providing information about the locations of underground facilities.

UNDERGROUND FACILITY: Any underground or submerged conductor, pipe, structure, conduit, or equipment used or installed for use in providing electric, communications, gas, sanitary sewer, storm sewer, reuse water or any other underground works. ~~(Ord. 835, 3-12-2019)~~

8-2-3: CITY EXCAVATION PERMITS:

- A. **Permit Required:** Prior to cutting or excavating within any public rights-of-way or public easements within the City limits, an excavation permit must be issued by the City.
- B. **State Permits Applicable:** Prior to the cutting or excavation of any State highway or route within the City limits, all State permits must be obtained and a copy of each such permit must be filed with the City.
- C. **Traffic Control ~~a~~And Construction Plans; Depth ~~o~~f Facilities:** An applicant for an excavation permit shall submit with the application a traffic control plan and detailed construction plans, which plans must be approved by the City prior to issuance of the excavation permit. Two (2) copies of the traffic control plan and two (2) copies of the construction plans shall be submitted with the application. The minimum depth of any excavation in a City-owned right-of-way shall be twenty four inches (24") below the surface of the ground or, in cases of excavations below asphalt paving or sidewalks, a minimum of twenty four inches (24") below the bottom of the pavement or sidewalk.
- D. **Notification Prior To Excavation:** The permittee must notify USA at least forty eight (48) hours prior to the start of any excavation.
- E. **Presence ~~o~~f Form ~~a~~And Permit:** A copy of the USA Dig Alert Location Request Form and a copy of the City excavation permit shall be present on the job site at all times work is in progress.

- F. Cut Unavoidable: An applicant for an excavation permit requesting permission to perform a street cut shall demonstrate that the cut is unavoidable and that the permittee has fully evaluated other alignments which would avoid a street cut.
- G. Work Without Excavation Permit: If a person performs an excavation without a permit, except in an emergency as defined in this chapter, the permittee shall thereafter pay double the regular permit fee for that excavation project.
- H. Expiration Date: An excavation permit shall expire on a date determined by the City, which date shall be no more than thirty (30) days from the date of issuance. If a temporary patch is required due to a street cut, the permittee shall pay an additional fee as established by resolution of the City Council.
- I. Revocation ~~o~~^ef Permit: The City may revoke an excavation permit at any time for the failure of the permittee to comply with this chapter. ~~(Ord. 835, 3-12-2019)~~

8-2-3-1: SMART DIG REQUIREMENTS:

- A. Smart dig requirements apply to excavations at least one hundred feet (100') in length.
- B. Operators and excavators are not required to comply with smart dig requirements if an excavation is made due to an emergency as defined in this chapter. ~~(Ord. 835, 3-12-2019)~~
- C. Exception: Microtrenching activities are excluded from the requirement to install conduit in excavations in rights-of-way pursuant to City Code Section 8-2-3-2(B).
- D. Prohibitions: Nanotrenching is prohibited.

8-2-3-2: MANDATORY INSTALLATION OF CONDUIT:

- A. Installation ~~o~~^ef Conduit In Rights-Of-Way ~~f~~^r Public Works Projects: Whenever a person undertakes a public works project within a public right-of-way involving the planning, construction, reconstruction, or repaving of the public right-of-way (not to include microtrenching), the project shall include, to the maximum extent practical and feasible, installation of underground communication infrastructure by the person performing the work.
 - 1. The City may grant a telecommunications provider a license for longitudinal access or wireless access to a right-of-way for the installation, operation, and maintenance of a telecommunications facility.
 - 2. Before granting a telecommunications provider a license for longitudinal access or wireless access to a right-of-way, the City must first enter into a competitively neutral and nondiscriminatory agreement with the telecommunications provider. Such an agreement must be approved by the Elko City Council, which approval may be granted, conditioned or withheld in its discretion.

B. Installation ~~Of~~ Conduit ~~In~~ Rights-Of-Way ~~For~~ Private Excavations:

1. To the maximum extent practicable and feasible, the City shall condition all permits for private excavations within public rights-of-way (not to include microtrenching) on the execution of an agreement providing for the installation of underground communications infrastructure on behalf of the City by the permittee, which agreement shall, without limitation, contain the following terms and conditions:
 - a. Upon satisfactory completion of the installation, the City shall pay to the permittee the incremental additional cost of installing the communications infrastructure, which cost shall not include any amounts that would otherwise have been paid by the permittee had the communications infrastructure not been installed;
 - b. The City shall bear all reasonable and properly documented design and construction costs associated solely with and required for the installation of the communications infrastructure.
2. The communications infrastructure shall automatically be owned by the City upon installation without any further action on the part of either the permittee or the City.
3. The City may, at its sole option and expense, require the permittee conducting the excavation to extend the excavation, where practical, to permit the connection of the communications infrastructure to existing communications infrastructure owned by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-4: ASPHALT PAVEMENT REPAIR:

The permittee shall receive City approval for the construction of temporary and permanent asphalt pavement repairs required as a result of the excavation. All asphalt repairs shall be performed by a properly licensed contractor. The permittee shall be responsible for properly compacted placement of all backfill and base required to establish a smooth road surface, shall perform appropriate compaction tests and shall provide the test results to the City. If repairs are made by the City, the permittee shall reimburse the City for expenses incurred to construct temporary and permanent pavement patches at rates established by resolution of the City Council. ~~(Ord. 835, 3-12-2019)~~

8-2-5: EMERGENCY EXCAVATIONS:

When an emergency requires any excavation, the permittee making the excavation shall notify the City Police Department. The permittee shall provide the Police Department with the location of the excavation, the start time and a description of the project. The permittee must obtain a City excavation permit on the next business day. The permittee shall be responsible for properly compacted placement of all backfill and base required to establish a smooth road surface, shall perform appropriate compaction tests and shall provide the test results to the City. ~~(Ord. 835, 3-12-2019)~~

8-2-6: NEW CITY STREET CUTS:

Except in an emergency, if a permittee wishes to excavate within a street or paved alley that is five (5) years old or less, the permittee must receive City Council approval prior to excavation. In granting approval for a new excavation permit pursuant to this section, the City Council may place any conditions on the permit it determines are reasonably necessary to protect the City streets. ~~(Ord. 835, 3-12-2019)~~

8-2-7: CONSTRUCTION STANDARDS:

All pipes, sewers, drains, lines, valves or other structures and appurtenances which shall be laid and used shall be installed, constructed and maintained in accordance with any applicable standard details and specifications, as adopted and amended by the codes and ordinances of the City, all applicable State Statutes, regulations and orders, (to include all applicable regulations and orders of the Nevada Public Utilities Commission), and in a good and workmanlike manner, and the pipes, sewers, drains, lines, valves or other structures and appurtenances shall be maintained in compliance with all applicable standards adopted by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-8: NONINTERFERENCE WITH EXISTING UTILITIES:

All pipes, sewers, drains, lines, valves or other structures and appurtenances laid or placed by any person shall be located in the public roads in the City so as not to obstruct or interfere with any pipes, sewers, drains, lines, valves or other structures already installed. The City shall, upon request, provide to the permittee available information pertaining to whether or not there is any such interference or obstruction; provided, due to the passage of time, the City may no longer have records documenting the locations of certain underground facilities within the City rights-of-way and, accordingly, nothing herein shall be interpreted as creating a legal obligation on the part of the City to provide accurate information as to the locations of existing pipes, sewers, drains, lines, valves or other structures and appurtenances. It shall be the permittee's responsibility to see that no interference or damage occurs prior to and/or during excavation. ~~(Ord. 835, 3-12-2019)~~

8-2-9: RELOCATION OF UTILITIES:

Any person who lays or places any pipes, sewers, drains, lines, valves or other structures and appurtenances shall relocate, without expense to the City, any such pipes, sewers, drains, lines, valves or other structures and appurtenances when made necessary by any lawful change in any public street, road or highway by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-10: REPAIR OF PUBLIC ROADS AND CITY STREET CUTS:

If any portion of a sidewalk, curb, gutter, alley, public road or right-of-way shall be damaged by reason of defects in any of the pipes, sewers, drains, lines, valves or other structures and appurtenances installed, utilized, maintained or constructed, or by reason of any cause whatsoever, including the subsidence of any cut in the public road, or the existence of any pipes, sewers, drains, lines, valves or other structures and appurtenances constructed or maintained under this chapter, the person who initially constructed such improvements shall, at his own cost and expense, within ten (10) days, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road or right-of-way, or portion thereof, to as good a condition as it existed before such excavation, disturbance, work, or other cause of damage occurred. Any subsurface or surface installations damaged by a utility street cut or excavation of any kind in a City right-of-way shall be repaired at the permittee's expense. ~~(Ord. 835, 3-12-2019)~~

8-2-11: LIABILITY INSURANCE:

Before an excavation permit shall be issued under this chapter, any permittee, with the exception of all public utilities under the jurisdiction of the Nevada Public Utilities Commission and having a current franchise with the City, shall file with the City Clerk a certificate of insurance showing a minimum combined single limit liability insurance policy of five hundred thousand dollars (\$500,000.00), such policy to include, but not be limited to, collapse and underground damage. The foregoing policy shall name the City as an additional insured. ~~(Ord. 835, 3-12-2019)~~

8-2-12: BONDING:

Any person obtaining a permit under this chapter shall, before renewing or in any manner changing the surface of the sidewalk, curb, gutter, street, highway, avenue or alley, provide the City a bond or other security guaranteeing that the obligor of the bond will pay to the City the amount of the bond should the permittee fail, neglect or refuse to complete the work, including the excavating or filling in of the sidewalk, curb, gutter, public street, highway, avenue or alley and all public utilities in proper condition to the satisfaction of the City after the work provided for in the permit has been finished; provided, however, that instead of special bonds to cover particular work, any person intending to make excavations in sidewalks, curbs, gutters, public streets, alleys, or any public places in the City may make and maintain with the City a general bond in the sum of two thousand five hundred dollars (\$2,500.00), which general bond shall be conditioned and used for the same purpose as the special bond hereinbefore described in this section, covering all work to be done instead of any particular piece of work. So long as such general bond is maintained at the sum of two thousand five hundred dollars (\$2,500.00), the permittee shall not be required to provide the aforementioned special bond, but shall be required to comply with all other provisions of this chapter. Notwithstanding the foregoing, public utilities under the jurisdiction of the Nevada Public Utilities Commission and having a current franchise with the City shall be considered bonded for purposes of this section. ~~(Ord. 835, 3-12-2019)~~

8-2-13: PERMIT FEES:

- A. Payment Required: All applicants for a City excavation permit shall pay to the ~~Public Works Building~~ Department permit fees as set by resolution of the City Council.
- B. Estimated Permit Fees; When Paid: All estimated excavation permit fees shall be paid at the time of filing the initial application.
- C. Final Fees: Final permit fees shall be paid within thirty (30) calendar days of the approval of the work by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-14: CONTRACTOR AND BUSINESS LICENSES:

All permittees shall be licensed State contractors and possess a current City business license and shall provide copies of the foregoing licenses to the City prior to the commencement of work. ~~(Ord. 835, 3-12-2019)~~

8-2-15: INSPECTION:

The permittee shall schedule all City inspections twenty four (24) hours in advance. Failure of the permittee to obtain inspections of the work to the extent reasonably necessary to enable the City to determine compliance with this Code, to include model codes adopted therein, shall result in the revocation of the permit. ~~(Ord. 835, 3-12-2019)~~

8-2-16: WATER DRAINAGE:

The permittee shall be responsible for maintaining surface water drainage at all times during performance of the work, to include redirecting water drainage where appropriate, except as otherwise directed by the City. The permittee shall, upon request by the City, submit to the City an appropriate plan for water drainage control, in which event the work may not commence or continue until or unless the water drainage control plan has been approved by the City. The requirements set forth in a water drainage control plan shall, upon approval by the City, become requirements of the excavation permit. ~~(Ord. 835, 3-12-2019)~~

8-2-17: ABANDONED UTILITY FACILITIES:

A permittee with utilities in a City right-of-way that the permittee has abandoned or intends to abandon may be required by the City, in the City's discretion, to remove the utilities at the permittee's expense or, in the alternative, to reimburse the City for the cost removal of the utilities. Notwithstanding the foregoing, if the permittee is a public utility under the jurisdiction of the Nevada Public Utilities Commission and has a current franchise with the City, in the event of an inconsistency between the requirements of this section and the terms of a franchise agreement, the terms of the franchise agreement shall prevail. ~~(Ord. 835, 3-12-2019)~~

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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 Councilpersons 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, unless otherwise stated.

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

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By:

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk