



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 13, 2018

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

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

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

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

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

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: March 8, 2018 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: March 8, 2018 at 9:00 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: March 8, 2018 at 8:40 a.m.

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: March 8, 2018 at 8:30 a.m.

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

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

Dated this 8th day of March, 2018

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder
Curtis Calder, City Manager

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, MARCH 13, 2018
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 27, 2018 **Regular Session**

I. PRESENTATIONS

- A. Presentation of a Proclamation by the Mayor in recognition of March 12, 2018 as Girl Scout Day, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**
- B. Presentation of an Appreciation Plaque to Planning Commission Chairman Aaron Martinez, for his many years of service on the Commission, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**
- C. Review, consideration, and direction to Staff regarding the Fiscal Year 2018/2019 Budget, inclusive of the General and Governmental Funds, and matters related thereto. **FOR POSSIBLE ACTION**

Staff's presentation will exclude all Enterprise Funds, which will be reviewed at a subsequent meeting. JJ

II. APPROPRIATIONS

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

- C. Review, consideration, and possible approval to award a Construction Bid for the WRF Emergency Diesel Generator Project, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids at the January 9, 2018 Council meeting. Bids were opened on February 21, 2018. A Bid Tally Sheet is included in the packet. RL

- D. Review, consideration, and possible award of a bid to Gerber Construction, Inc. for the Secondary Clarifier #3 Construction Project, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project at the November 28, 2017 meeting. A Bid Tally Sheet is provided as backup documentation. RL

- E. Review, consideration, and possible approval to enter into a Professional Services Agreement with Carter Engineering for the administration of Quality Control and Quality Assurance for the Cedar Street Reconstruction Project Phase II, in the amount of \$163,250.00, and matters related thereto. **FOR POSSIBLE ACTION**

Council awarded the contract for the Cedar Street Reconstruction Project Phase II on February 27, 2018. The Quality Control and Quality Assurance would include surveying, testing, field meetings, inspections and as-builts, etc. as described in the attached proposal from Carter Engineering. DS

- F. 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 2018 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

III. NEW BUSINESS

- A. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-005, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

- B. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property

owned by the City of Elko along W. Idaho Street on APN 006-09G-008, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

- C. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-009, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

- D. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

- E. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-030, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

- F. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-031, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

- G. Review, discussion, and possible appointment of one (1) candidate to the Arts and Culture Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

The Arts and Culture Advisory Board has one (1) vacant position. Mr. Ian Montgomery and Ms. Cynthia Delaney have both expressed an interest in serving on the Board. Letters of Interest from both candidates have been included in the packet. CC

- H. Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department has historically applied for the Byrne Memorial Grant, administered through the Nevada Office of Criminal Justice Assistance, for the Elko Combined Narcotics Unit each year.

The grant for 2017 was for \$32,000.00. The Elko Police Department is seeking council permission to apply for a \$32,000.00 grant for 2018 for the ECNU to continue their operations. BR

- I. Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Regional Bomb Squad has need of a Remote Initiation Device, but has not ever had one. This device will allow for multiple and sequential detonations for found explosives and improvised explosive devices, as well as increase safety for countercharging explosives in confined spaces such as abandoned mines.

The Office of Criminal Justice Assistance, through the Byrne Memorial Grant, has funding for this equipment purchase. There are no matching funds required; this is a one-time grant applicable only to this project.

Elko Police Department is seeking council permission to apply for a \$20,000.00 grant to purchase the Remote Initiation Device. BR

- J. Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko SWAT team is required to meet minimum training requirements per National Tactical Officers' Association standards. This includes two trainings per month and one additional week of training per year.

It is critical to have the officers attend this training as a unit to ensure consistent understanding of the tactical concepts. The proposed training would certify all tactical operators to an advanced level. This training is provided by tactical professionals and is nationally recognized. The training will cost \$10,000.00.

The Office of Criminal Justice Assistance, through the Byrne Memorial Grant, has funding for this training. There are no matching funds required; this is a one-time grant applicable only to this project.

Elko Police Department is seeking Council permission to apply for a \$10,000.00 grant to pay for this training. BR

- K. Review, consideration, and possible approval to grant utility and access easements across the City owned airport property, on APN 001-660-106, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko TV District has requested these easements to provide power, communication lines, and access to the newly approved lease area near the Verizon tower. JF

- L. Acceptance of resignation letter dated March 4, 2018 from Mr. Mike Creek, Airport Advisory Board and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Mike Creek has served on the Airport Advisory Board for approximately 10 years. On March 13, 2008, Mr. Creek was appointed to the Advisory Board by City Council. The Elko Regional Airport would like to thank Mr. Creek for his years of service to the Board and the City of Elko. JF

- M. Consideration and possible authorization to advertise for a vacant position on the Airport Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Mike Creek has resigned from the Airport Advisory Board. His 4-year term began on July 1, 2016. This advertisement would be to finish out this 4-year term, which will expire on July 1, 2020. JF

IV. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and issuing a regular Retail Liquor License to Jose Perez, dba Garibaldi's Mexican Restaurant, located at 1830 Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Ratification of the Police Chief issuing a 30-day temporary Retail Beer and Wine License and issuing a regular Retail Beer and Wine License to John Antista, dba Round Table Pizza, located at 2503 Mountain City Hwy #150, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

V. REPORTS

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

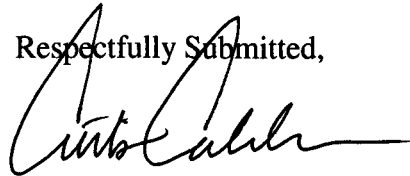
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

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

Curtis Calder
City Manager

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and direction to Staff regarding the Fiscal Year 2018/2019 Budget, inclusive of the General, Governmental Funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **PRESENTATION**
4. Time Required: **60 Minutes**
5. Background Information: **Staff's presentation will exclude all Enterprise Funds, which will be reviewed at a subsequent meeting. JJ**
6. Budget Information: **NA**
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Budget PowerPoint Presentation**
9. Recommended Motion: **Council Pleasure**
10. Prepared By: **Jonnye Jund, Administrative Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to award a Construction Bid for the WRF Emergency Diesel Generator Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **Council directed Staff to solicit bids at the January 9, 2018 Council meeting. Bids were opened on February 21, 2018. A Bid Tally Sheet is included in the packet. RL**
6. Budget Information:

Appropriation Required: \$174,148.00
Budget amount available: \$500,000.00
Fund name: WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tally Sheet**
9. Recommended Motion: **Move to award a Construction Bid for the WRF Emergency Diesel Generator Project to Pearson Brothers Construction LLC, in the amount of \$174,148.00.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
BID TABULATION
FOR**

WRF - Emergency Diesel Generator - Phase 2 Construction

February 21, 2018

Name

Address

City State

Phone No.

Fax No.

No.	Bid Item Description	Bid Quantity	Unit	Unit Price	Total Amount
1	Mob / Demob	1	LS	\$ 20,800.00	\$20,800.00
2	Remove Existing Generator and corresponding Conduit / Cable / Equipment	1	LS	\$ 26,070.00	\$26,070.00
3	Repair CMU Building	1	LS	\$ 16,500.00	\$16,500.00
4	Furnish & Install Grading and Concrete Pad for generator	10	CY	\$ 1,750.00	\$17,500.00
5	Install 1250 KVV 480/277 - vold Generator	1	LS	\$ 22,400.00	\$22,400.00
6	Furnish & Install Conduit & Cable	1	LS	\$ 65,900.00	\$65,900.00
7	Furnish & Install Grounding for New Generator	1	LS	\$ 2,778.00	\$2,778.00
8	Furnish & Install Outdoor Pole Mounted LED Fixture near Generator	1	LS	\$ 2,200.00	\$2,200.00
	TOTAL BASE BID				\$174,148.00
					1

CONTRACTOR
Pearson Brothers Construction LLC.
HC 74 Box 260
Pioche, NV 89043
702-239-6047

CONTRACTOR	Unit Price	Total Amount
Great Basin Engineering	\$4,305.93	\$4,305.93
PO Box 369	\$46,942.19	\$46,942.19
Elko, NV 89803	\$13,271.97	\$13,271.97
775-340-8365	\$1,213.46	\$12,134.60
	\$10,103.64	\$10,103.64
	\$105,325.16	\$105,325.16
	\$1,501.89	\$1,501.89
	\$8,540.33	\$8,540.33
		\$202,125.71
		2

CONTRACTOR	Unit Price	Total Amount
Simerson Construction LLC.	\$4,500.00	\$4,500.00
1780 Forrest Way	\$70,000.00	\$70,000.00
Carson City, NV 89706	\$13,000.00	\$13,000.00
775-883-3133	\$1,500.00	\$15,000.00
	\$30,000.00	\$30,000.00
	\$30,000.00	\$30,000.00
	\$7,000.00	\$7,000.00
	\$5,400.00	\$5,400.00
		\$215,400.00
		3

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible award of a bid to Gerber Construction, Inc. for the Secondary Clarifier #3 Construction Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **Council directed Staff to solicit bids for this project at the November 28, 2017 meeting. A Bid Tally Sheet is provided as backup documentation. RL**
6. Budget Information:

Appropriation Required: \$3,030,000.00
Budget amount available: 3.0M
Fund name: WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tally Sheet**
9. Recommended Motion: **Move to approve award of a bid for the Secondary Clarifier #3 Construction Project to Gerber Construction, Inc. in the amount of \$3,030,000.00**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO
BID TABULATION
FOR
Secondary Clarifier #3
March 5, 2018

Name

Address

City State

Phone No.

Fax No.

Gerber Construction

815 E 675 S.

Lehi, UT 84043

801-407-2000

801-407-2058

Great Basin Engineering
Contractors

PO Box 369

Elko, NV 89801

775-340-8365

775-753-8049

Farr Construction Corp.
dba Resource
Development Co.

1050 Linda Way

Sparks, NV 89431

775-356-8004

No.	Bid Item Description	Bid Quantity	Unit	Unit Price	Total Amount
1	Mobilization / Demobilization, Bonding and Insurance	1	LS	\$ 315,000.00	\$315,000.00
2	Construction of the new Secondary Clarifier #3, new effluent junction box, and all civil, structural, mechanical and electrical work shown in the Contract Documents. The work also includes the installation of Owner Furnished Clarifier Mechanism.	1	LS	\$ 2,518,000.00	\$2,518,000.00
3	Construction of new 6-inch Plant Water line as shown in the Contract Documents.	1	LS	\$ 197,000.00	\$197,000.00
Total Base Bid					\$3,030,000.00

Unit Price	Total Amount
\$132,932.41	\$132,932.41
\$3,323,158.41	\$3,323,158.41
\$89,505.60	\$89,505.60
	\$3,545,596.42

Unit Price	Total Amount
\$150,000.00	\$150,000.00
\$3,316,488.00	\$3,316,488.00
\$120,000.00	\$120,000.00
	\$3,586,488.00

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to enter into a Professional Services Agreement with Carter Engineering for the administration of Quality Control and Quality Assurance for the Cedar Street Reconstruction Project Phase II, in the amount of \$163,250.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council awarded the contract for the Cedar Street Reconstruction Project Phase II on February 27, 2018. The Quality Control and Quality Assurance would include surveying, testing, field meetings, inspections and as-builts, etc. as described in the attached proposal from Carter Engineering. DS**
6. Budget Information:
 Appropriation Required: **\$163,250.00**
 Budget amount available: **\$163,250.00**
 Fund name: **Capital Construction - \$141,650.00 and Water Fund - \$21,600.00**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A copy of the Professional Services Agreement is included in the packet.**
9. Recommended Motion: **Approve the request from Staff to enter into a Professional Services Agreement with Carter Engineering for the administration of Quality Control and Quality Assurance for the Cedar Street Reconstruction Project Phase II.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Lana Carter, Carter Engineering**
 lanalcarter@live.com

AGREEMENT FOR PROFESSIONAL ENGINEERING & CONSULTING SERVICES

PROJECT: Engineering - Consulting Services for the Cedar Street Reconstruction Project – Phase 2.

THIS AGREEMENT, made this 1st day of March, 2018, between the **CITY OF ELKO**, a political subdivision of the State of Nevada, hereinafter referred to as "City," and **Carter Engineering LLC of Elko, NV**, hereinafter referred to as "Consultant."

RECITALS

1. The City desires to obtain professional consulting services for the following project: **Engineering - Consulting Services for the Cedar Street Reconstruction Project – Phase 2.**

hereinafter referred to as the "Project."

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

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

4. The budget for the project as developed by City and acknowledged by Consultant is **One hundred sixty-three thousand two hundred fifty dollars Dollars (\$163,250.00).**

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

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

ARTICLE I **GENERAL PROVISIONS**

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

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

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

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

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

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

construction cost is likely to exceed the maximum construction budget for the Project.

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

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

ARTICLE II **CONSULTANTS**

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

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

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

ARTICLE III **CONSULTANT'S BASIC SERVICES**

Section 3.1 The services to be rendered by Consultant as provided in this Section shall constitute and collectively be called the "Basic Services" (**See attached Scope of Work**). City authorizes Consultant to proceed with that portion of the Basic Services as required by the preliminary site planning and

schematic design phase. No other services shall be undertaken by Consultant and City will not incur any liability for fees or expenses to Consultant for such services, unless and until City gives Consultant a separate written approval to proceed with each successive phase of the services provided for in this Agreement. Upon receipt of each approval, Consultant shall perform the services provided for in the phase as set forth and described in this Agreement.

Section 3.2 Consultant's Basic Services shall include all the necessary professional disciplines required by the nature of the Project. Consultant shall also prepare and supply to City cost estimates and construction supervision as further defined in this Agreement, so as to assist City in all possible ways in connection with City's efforts to prevent the total cost of the Project from exceeding the maximum construction budget.

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

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

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

1. Examination of the site and surrounding area by the Consultant;
2. Study of all codes, ordinances, rules, orders, regulations and statutes affecting the Project, including, but not limited to, fire and safety codes, and adherence to these matters in the performance of all phases of Consultant's professional services under this Agreement and in the preparation of the Contract documents to be supplied under this Agreement;
3. Determination of availability of utility facilities and recommendations covering electric power, gas, water, sewage disposal and storm and sanitary drainage systems;
4. Recommendation for the structural, electrical and heating, ventilating and air conditioning systems for the Project. These recommendations shall be substantiated by comparative feasibility and economic studies;

5. Preparation of an engineering analysis based upon subsurface conditions to determine the practical alternate solutions for foundations;
6. Analysis of present and contemplated traffic flows, ingress and egress, for on and off site pedestrian and vehicular traffic;
7. Preparation of schematic designs, site plans, presentation renderings in color, and site model or models as required by City to understand Consultant's design concepts;
8. Preparation of preliminary construction cost estimates to establish the estimated maximum construction cost; and
9. Preparation of preliminary drawings at a suitable scale accessible to City, including, but not necessarily limited to, floor plans, elevations and sections indicating types of structural framing, typical wall sections, proposed floor-to-floor heights, utility layouts, materials, types of vertical transportation, mechanical systems and equipment, and any additional documents required for purposes of clarity.

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

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

1. A site plan showing all buildings in relation to final grades with all proposed connections to existing or proposed roads and utilities. Landscaping shall be blocked in;
2. Plans, elevations, typical cross-sections and typical wall sections of

all buildings;

3. Structural, electrical and mechanical systems presented in preliminary and one line diagram form;
4. Plans and specifications describing construction materials and systems in reproducible form acceptable to City; and
5. Consultant shall supply the City for review purposes complete sets of prints or plans and specifications as City may require. All plans and specifications submitted to the City for approval shall be in conformance with OSHA standards, the applicable laws, statutes, zoning ordinances, building codes and regulations of all city, county, state and federal agencies having jurisdiction over the work, and shall bear all necessary stamps of approval.

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

*(SECTION 3.5 AND 3.6 HAVE BEEN COMPLETED IN
PROFESSIONAL SERVICE AGREEMENT DATED 7/13/17 PHASE
1,2 & 3)*

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

1. The preparation by Consultant of any and all Construction Documents, which shall describe and delineate the Project and shall be in such detail as is necessary to permit complete construction of the Project. The Construction Documents shall include the following:
 - a. Work drawings;
 - b. Site, including results of all subsurface soil investigations, existing grades, new final grades, paving, curbs, utility structures, planting and lawns;
 - c. Structural;
 - d. Mechanical, including plumbing and fire protection systems;

- and
 - e. Electrical instrumentation.
- 2. Complete specifications which shall describe the scope, materials and quality of workmanship;
- 3. General conditions and special conditions;
- 4. Proposal forms and bidding information. In each instance of required submittals, ___copies of the Construction Documents shall be submitted to City by Consultant for written approval. Upon approval, Consultant shall provide City with one set of reproducible working drawings and ___sets of specifications, as a part of the basic services under this Agreement. Additional sets of drawings and specifications shall be provided, at cost, if requested by City; Consultant shall file all these documents and required revisions as needed with local authorities to produce plans and specifications acceptable by OSHA standards, local building standards, codes and ordinances;
- 5. During the bidding period and process, Consultant shall provide the following:
 - a. Assist City in obtaining and analyzing proposals from contractors and in awarding and preparing the construction contract;
 - b. Interpretation of Construction Documents when requested by prospective bidders;
 - c. Preparation and issuance to prospective bidders of addenda, amendments and/or supplementary drawings required for clarification;
 - d. Attend bidder's meetings as requested by City; and
 - e. Attend bid openings as requested by City to assist in analysis of bids and in recommendations and reports on disposition of bids and awards.
- 6. If the lowest bona fide bid exceeds the maximum construction costs established in writing by City, City may, at its election, do one of the following:
 - a. Give written approval of an increase in the fixed limit;
 - b. Authorize rebidding the Project within a reasonable time; and

- c. Cooperate in revising the Project scope and quality as required to reduce the construction cost.

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

(SECTION 3.7 HAS BEEN INCLUDED IN PROFESSIONAL SERVICE AGREEMENT DATED 7/13/17 PHASE 1,2, & 3, SOME OVERLAP OF PROGRESS IS EXPECTED BETWEEN PHASES 3 AND 4)

Section 3.8 Phase IV - Administration of Construction Contract Phase.

Phase IV shall commence on written notice to Consultant from City indicating City's authorization to so proceed and shall terminate upon final acceptance of the Project by City. Engineer's Phase IV professional services shall include, if applicable, but not be limited to, the following:

1. Consultant shall review and approve all shop drawings, materials, samples, schedules and colors submitted by the contractor. Consultant shall act expeditiously in its review indicating changes where necessary. Consultant shall assemble and submit to City all manuals, brochures and drawings needed for operation and maintenance of the Project. Consultant shall assemble all written guarantees, affidavits and releases from the contractor, subcontractors and subordinate subcontractors for delivery to City as required by the Construction Documents;
2. Consultant shall prepare and distribute to all appropriate persons, any necessary bulletins, drawings, supplemental specifications, etc., necessary to clarify or supplement the Construction Documents throughout Phase IV;
3. Consultant shall interpret drawings and specifications as necessary and in a timely manner in order that the requirements of contract documents shall be faithfully carried out. Consultant will keep City informed of the progress of the work. Consultant shall not accept

any work which fails to conform to the Construction Documents;

4. Consultant shall request and promptly review proposals for changes in the work, make recommendations to City, and, upon written authorization from City, promptly issue change orders in conformance with the requirements of the Construction Documents. No changes shall be made to the original copies of the Construction Documents. All changes to drawings shall be made on reproducible copies of the original drawings. Such revisions shall be clearly indicated and a current revisions date shall be included on the reproducible copy. Changes to specifications shall be made by consecutively numbered and dated addenda;
5. Consultant, if requested by City, shall prepare all requests for change estimates. Change estimates shall be reviewed by Consultant and approved, if requested by City;
6. Consultant and his consultants shall make bi-monthly or more frequent, as may be required by City, visits to the Project site to inspect construction activities, render decisions in the field and interpret drawings. On the basis of Consultant's observations, Consultant shall guard City against defects and deficiencies in the work and review the general quality of construction for reasonable conformance with the Construction Documents. Consultant shall submit periodic written reports, as may be and as often as shall be required by City, on the progress of construction with recommendations as to materials, manpower and quality of work. These bi-monthly or more frequent periodic visits on a regularly scheduled basis are part of the basic services during Phase IV;
7. In cases of apparent conflict in the work caused by two or more trades working side by side or close together, Consultant shall work with the contractor to resolve such conflict, including the resolution of any problems indicated on the coordinated mechanical composite shop drawings prepared by the contractor(s). Consultant shall use his best professional efforts in resolving such conflicts to the end that no additional cost shall accrue to City;
8. Consultant and his consultants (as and when required by City) shall attend meetings in the field, as regular job meetings, on a bi-monthly basis, or more often, as may be required by City;

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

ARTICLE IV

RESIDENT FIELD SUPERVISION

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

Agreement.

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

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

1. Inspection of all work to determine the progress, quality, quantity and conformance of the work with the requirements of the Construction Documents;
2. Issuing of field orders as directed by City;
3. Compliance with contractor's safety measures for protection of persons and property;
4. To advise City of problems, such as strikes, delays in receipt of materials, etc., which may affect the construction schedule;
5. Participation in job coordination meetings with the City, Consultant and the contractor;
6. Maintaining a periodic record of construction progress as directed by City and submitting daily construction progress reports to City;
7. Coordination with local agencies and City's architectural/engineering department, as may be requested by City;
8. Verification of contractor's statement of quantities of materials priced on a unit cost basis; reimbursable field costs of the contractor, if any, for authorized overtime and time and material work; and amount of construction "work in place" completed each month for purpose of the contractor's request for payment;
9. Performance of such other related duties which are reasonably within the scope of this Agreement as may be required by City; and
10. Consultant's field supervisor shall keep and make readily available, a daily diary noting the following, but not limited to, weather, work activities performed, daily pay amount, major events (i.e., accidents,

emergencies and form failure), important phone calls, conversations, discussions with contractor and property owners, official visitors name and purpose, major equipment, sizable work forces moved onto or off job, general location of work, record material rejected and reason, delays and duration, total working days.

ARTICLE V

TIME OF SERVICES

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

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

***(COMPLETED IN PROFESSIONAL SERVICE AGREEMENT
DATED 7/13/17 PHASE 1,2 &3)***

5. Services of Consultant after opening of a bid such as checking of shop drawings, construction visits and conferences shall continue

until construction has been essentially completed.

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

ARTICLE VI

CITY'S RESPONSIBILITIES

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

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

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

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

Section 6.4 To the extent applicable, City will furnish, to the extent it may have available, topographic and boundary surveys of the site, showing as required, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and available data pertaining to any existing buildings, other improvements and trees; Consultant shall determine what test borings, pits or other subsurface soil investigations are necessary for the determination of subsurface conditions. However, at the request of City, Consultant will secure these surveys and will be reimbursed as provided in Section 3.5. Consultant shall be responsible for (i) the adequacy of

subsurface soil investigations with regard to the type and number necessary under the particular conditions prevailing at the project site, (ii) the proper interpretation of the results of these investigations, and (iii) the integrity of all structures and site improvements based upon the results of such investigation.

ARTICLE VII

CONSULTANT'S COMPENSATION

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

Section 7.1 For Consultant's basic services as described in the attached **Scope of Work**, City will pay to Consultant the fee (in this referred to as the "basic fee") in the amount of **\$163,250.00** notwithstanding total project costs. The hourly category rate and reimbursable expenses are set forth in the attached **Scope of Work Proposal 'Fee Schedules'**.

Section 7.2 For Consultant's reimbursable expense (referred to in this Agreement as "reimbursable expenses," and defined and limited in Article VIII, amounts expended by Consultant on a cost-only basis and in accordance with the attached **"Scope of Work" Fee Schedule**, entitled "Charges for Time and Expense Projects," dated **February 15th, 2018**, which shall remain in effect during the term of this Agreement and which may be made after expiration or earlier termination of this Agreement, unless otherwise agreed to in writing by and between Consultant and City.

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

ARTICLE VIII

REIMBURSABLE EXPENSES

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

1. Travel, when approved in advance or required by City for Consultant and his representatives (except for travel in the general area of Consultant's office and/or the Project site) over **(N/A)** trips to the

Project site which (N/A) trips are included in Consultant's basic services during Phase IV. Travel reimbursement shall be limited to:

- a. Reasonable actual cost of any taxi, bus, railroad or air travel (coach where applicable);
 - b. Transportation by automobile at (N/A) cents per mile, plus tolls and parking; and
 - c. Reasonable actual lodging expenses and meals incurred while traveling.
2. Long distance telephone calls, facsimiles and telegrams;
 3. Statutory fees paid to governmental agencies for securing approvals of authorities having jurisdiction over the Project; and
 4. Other items contracted for by Consultant at the specific request of City.

ARTICLE IX

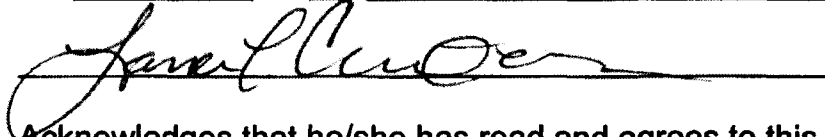
PAYMENTS TO CONSULTANTS

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

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

of work. Consultant shall notify City prior to expenditure of eighty percent (80%) of the budget if the need for a budget increase is anticipated.

On March 1st, 2018, Lana L. Carter of Carter Engineering LLC



Acknowledges that he/she has read and agrees to this stipulation;

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

ARTICLE X

SUSPENSION OR TERMINATION OF PERFORMANCE

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

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

Section 10.3 In the event that:

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

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

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

Section, shall deliver to City the complete set of all original drawings prepared to the date of termination. City will have the right to use the ideas and designs contained in this Agreement for the completion of the Project; in the event of termination of this Agreement or upon completion of the Project, City may, at all times, retain the originals of all such drawings, originals of renderings, special art work or models. All drawings, plans, specifications, renderings and models, etc., are the property of City. They are not to be used by any person other than City on other projects unless expressly authorized by City. City agrees that Consultant shall not be responsible for any work which has not been completed as of the date of termination under this Agreement.

ARTICLE XI

CONSULTANT RECORDS

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

ARTICLE XII

INDEMNITY

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

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

Section 12.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe that these materials could or should be present. The Consultant and City agree that the discovery of unanticipated hazardous

materials or asbestos constitutes a changed condition mandating a renegotiation of Consultant's Professional Services.

Section 12.4 If the project involves construction of any kind, the parties agree that City and Consultant will be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of City or Consultant. Both City and Consultant will be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

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

ARTICLE XIII **INSURANCE**

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

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

each of Consultant's consultants in the amounts of \$1,000,000.00 combined single limit for bodily injury and property damage;

- d. Consultant's professional liability insurance covering legal liability caused by errors and omissions arising out of performance and professional services in connection with the Project and covering as insured Consultant with (\$1,000,000.00) limit of liability, and consultants with an amount of liability approved by City in each case. If the agreed coverage proves not to be available for any reason, Consultant shall obtain approval from City for a revised amount as appropriate; and
- e. Consultant and each of its consultants shall provide not less than (\$1,000,000.00) excess of the limits as noted in Subsection (b) comprehensive general liability insurance and (c) - comprehensive automobile liability. These policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against City or any member, officer, agent, attorney-in-fact or employee of City alleging an error, omission or act and seeking damages even if the suit is groundless, false or fraudulent.

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

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

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

1. The insurance company agrees that it will give a thirty (30) day prior

written notice of any material change in or cancellation of any of the coverage shown in this certificate;

2. Notice of accident shall be given by Consultant to the insurance company as required under the terms of this policy, or notice of claim shall be given by City to the insurance company as required under the terms of the policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;
3. The presence of representatives of City or other authorized persons on the Project site shall not invalidate this policy;
4. Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate this policy; and
5. City is named and recognized as additional insured to the required general liability, automobile liability and umbrella liability policies.

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

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

ARTICLE XIV **NOTICES**

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

To City:
City of Elko – Public Works Department
1751 College Avenue
Elko, Nevada 89801

To Consultant:
Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Elko, NV 89803

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:

Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Elko, NV 89803

Unless otherwise informed on the face of the invoice.

ARTICLE XV

OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XVI

PROFESSIONAL CONSULTING SERVICES

Section 16.1 Consultant shall not engage any engineers and other

consultants without the prior approval of City. Consultant shall be responsible for the performance of the work of all engineers and consultants engaged by him. This shall include the maintenance of schedules, coordination of their work and resolution of all difference between them. Consultant shall pay to any engineers employed to design any part of the Project fees commensurate with the professional services rendered by such engineers. It is understood that all engineers and other consultants engaged by consultant are independent contractors to Consultant and not to City and Consultant alone is responsible for their work.

ARTICLE XVII

PATENTED AND/OR PROPRIETARY ITEMS

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

ARTICLE XVIII

MONIES WITHHELD

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

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

ARTICLE XIX

ACCEPTANCE OF FINAL PAYMENT

Section 19.1 The acceptance by Consultant, its successors or assigns, of any payment made under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release of City

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

ARTICLE XX

LIABILITY

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

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

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

ARTICLE XXI

ADDITIONAL PROVISIONS

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

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

Section 21.3 The Section headings are for convenience and reference

only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

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

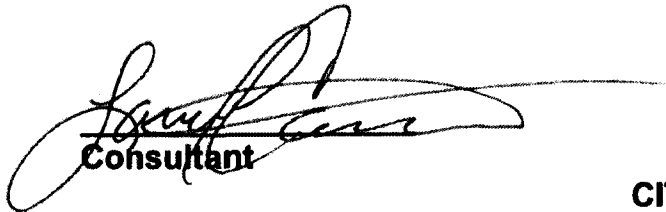
Section 21.5 Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be entitled to, reasonable attorney's fees and court costs.

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

Section 21.7 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 21.8 The Consultant must obtain a City of Elko Business License.

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


Consultant

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

By: Lana Carter

By: _____

Title: Owner

Title: _____

ATTEST:

SHANELL OWEN, City Clerk

**P. O. Box 794
Elko, Nevada 89803
775-397-2531**



February 15, 2018

**Dennis Strickland, Public Works Director
City of Elko
1751 College Avenue
Elko, Nevada 89803**

Subject: Engineering services required during construction of the Cedar Street Reconstruction Phase 2

Dear Dennis,

Attached is our scope of work and proposal for engineering services during construction for the subject project. The engineering services are based the project plans for Cedar Street Reconstruction Phase 2 prepare by Carter Engineering, LLC.

The estimated cost for this work as described in the attached scope of work for **Phase IV - Administration of Construction Contract Phase** including construction surveying and testing is \$163,250.00. This amount is approximately \$3,245 less than the construction services for Cedar Street Reconstruction Phase 1. While Phase 2 is 175 feet longer than Phase 1 our familiarity project and lack of storm drain in this phase is reflected in our proposal. The charges will be billed on a time and materials basis and will not exceed this amount without written authorization.

Included in the above total of \$163,250.00 are the following costs totaling \$21,600.00 related to installation of the water line and water services:

- 1) High Desert Engineering = \$6,000.00
- 2) Thurston Testing Lab = \$6,000.00
- 3) Carter Engineering Phase IV = \$9,600.00

We appreciate the opportunity to provide this proposal to continue to assist you on this project. Please feel free to contact me should you have any questions.

Sincerely,
Garter Engineering, LLC

Lana L. Carter, P.E.
Professional Engineer - Owner

Attachments: The Land Group, Inc. - Scope and Proposal
High Desert Engineering, LLC - Scope and Proposal
Thurston Testing Laboratory - Scope and Proposal
NewFields - Scope and Proposal

SCOPE OF WORK
Phase IV - Administration of Construction Contract Phase
April 2018 to September 2018

Administration, Inspections and As-built

1. Review all shop drawings, manufacturer's submittal and samples furnished by the contractor in order to insure that products are in compliance with the construction plans and specifications. (\$1,920.00 performed by Carter Engineering, LLC)
2. Prepare and distribute to all appropriate persons, any necessary bulletins, drawings, supplemental specifications, etc., necessary to clarify or supplement the Construction Documents throughout Phase IV. (\$1,920.00 performed by Carter Engineering, LLC)
3. Interpret drawings and specifications as necessary and in a timely manner in order that the requirements of contract documents shall be faithfully carried out. Consultant will keep City informed of the progress of the work. Consultant shall not accept any work which fails to conform to the Construction Documents. (\$2,880.00 performed by Carter Engineering, LLC)
4. Shall request and promptly review proposals for changes in the work, make recommendations to City, and, upon written authorization from City, promptly issue change orders in conformance with the requirements of the Construction Documents. No changes shall be made to the original copies of the Construction Documents. All changes to drawings shall be made on reproducible copies of the original drawings. Such revisions shall be clearly indicated and a current revisions date shall be included on the reproducible copy. Changes to specifications shall be made by consecutively numbered and dated addenda. (\$2,880.00 performed by Carter Engineering, LLC)
5. If requested by City, shall prepare all requests for change estimates. Change estimates shall be reviewed by Consultant and approved, if requested by City; (\$1,920.00 performed by Carter Engineering, LLC)
6. Daily visits (estimate ± 1 hour each for 150 work days), as required, to inspect construction activities, render decisions in the field and interpret drawings. On the basis of Consultant's observations, Consultant shall guard City against defects and deficiencies in the work and review the general quality of construction for reasonable conformance with the Construction Documents. Consultant shall submit periodic written reports, as may be and as often as shall be required by City, on the progress of construction with recommendations as to materials, manpower and quality of work. (\$18,000.00 performed by Carter Engineering, LLC)

7. In cases of apparent conflict in the work caused by two or more trades working side by side or close together, Consultant shall work with the contractor to resolve such conflict, including the resolution of any problems indicated on the coordinated mechanical composite shop drawings prepared by the contractor(s). Consultant shall use his best professional efforts in resolving such conflicts to the end that no additional cost shall accrue to City. **(\$0.00 performed by Carter Engineering, LLC)**
8. Attend meetings in the field, as regular job meetings, on a weekly basis, or more often, as may be required by City. **(\$3,000.00 performed by Carter Engineering, LLC)**
9. Consultant shall coordinate the activities of his consultants. **(\$3,000.00 performed by Carter Engineering, LLC)**
10. Consultant shall receive the contractor's requisitions for payment, and Consultant will determine the amounts owing to the contractor and will issue certificates for payment in the amounts. These certificates will constitute a representation to the City, based on Consultant's determination and the data comprising the requisitions for payment, that the work has progressed to the point indicated. By issuing a certificate of payment, Consultant represents to City that the quality of work is in accordance with the Construction Documents. Consultant shall conduct observations to determine the date of substantial completion and issue a final certificate of substantial completion, prior to City's acceptance of the work. Consultant shall also issue, prior to City's final acceptance of the work, a list of observed items, materials or systems for replacement or additional work by the contractor, and shall compile, in conjunction with the City, a final "punch list" prior to final acceptance and payment to the contractor, and shall then notify City of punch list corrections. Consultant shall conduct inspections to determine the date of final completion and issue a final certificate for payment when due, and have the contractor obtain and submit the written guarantees and releases required; **(\$4,800.00 performed by Carter Engineering, LLC)**
11. Consultant shall collect from the contractor, confirm the accuracy and completeness of the "as built" drawings and deliver two (2) sets (one paper and one electronic) to City upon completion of the Project; **(\$3,840.00 performed by Carter Engineering, LLC)**
12. Assuring that the contractor maintains an up-to-date set of record drawings reflecting "as-built" conditions of the work at all times. **(\$2,880.00 Performed by Carter Engineering, LLC)**
13. The applicable Phase IV support services for the Low Impact Development portion of this project will be provided by The Land Group, Inc as described in their attached proposal. The cost for this work described in the proposal from The Land Group, LLC is **\$14,400.00.**

Construction Surveying

14. The construction surveying will be performed by High Desert Engineering, LLC. per their attached proposal. The cost for this work as described in the proposal from High Desert Engineering, LLC. is **\$40,500.00.**

Construction Geotechnical Testing - Field and Laboratory Work

15. The construction testing on the backfill of all project utilities and all soils and concrete testing from the gutter lip outwards will be performed by Thurston Testing Laboratory. The scope of work is described in the attached proposal from Thurston Testing Laboratory is **\$29,500.00.**
16. The construction testing for the seepage beds, road subgrade, roadbed modification and asphalt portions of this project will be performed by NewFields. The scope of work is described in the attached proposal from NewFields is **\$31,810.00.**

Total of TASK IV = \$163,250.00



THE LAND GROUP, INC.

January 03, 2018

Lana Carter, PE
Carter Engineering, LLC
P.O. Box 794
Elko, Nevada 89803
Email: lanalcarter@live.com

RE: Cedar Street Reconstruction - Phase II | Phase IV: Administration of Construction Contract Phase
TLG PN: 117104

Dear Lana:

The Land Group, Inc. can provide professional services on the above referenced project as follows;

General Project Understanding

The general scope of work is to provide the Phase IV services, as required for the landscape architecture scope and to support Carter Engineering, per the City of Elko Professional Services Agreement as specifically noted below.

Scope of Work

Phase IV – Administration of Construction Contract:

The Land Group will perform required administration of the construction phase. Specific tasks will include:

- Participate in pre-construction conference, construction meetings, owner meetings, etc. as required.
- Submittal review, RFI responses and site visits to confirm conformance to the documents.
- Make specific site visits and inspections required in the project specifications.
- Make punch list / substantial completion visit, and punch list back check visit.
- Review of pay application from contractor with comment and recommendation to the engineer.
- Review and comment on required closeout documents; record drawings, etc.
- This proposal anticipates six (6) site visits for completion of this task.
 - Pre-Construction Conference – 1 visit.
 - Progress visit and inspection of swale construction, irrigation installation and planting – 3 visits.
 - Punch List inspection – 1 visit.
 - Punch List back check / Final Acceptance inspection – 1 visit.

Reimbursable Expenses

Reimbursable expenses including but not limited to printing of progress submittals, presentation graphics, bid documents, mileage, lodging, meals, etc. directly relating to the project shall be billed in addition to the compensation for the Consultant's services. Reimbursable expenses shall be billed in accordance with Section 8.1

2018

of the Agreement for Professional Services. The Land Group anticipates the following meeting attendance: Phase IV: 6 trip(s)

Exclusions

1. Legal Descriptions and preparation of easement documents.
2. As-Built Topographic Survey.

Fee Proposal

Fee billing will be in accordance with Section 7.1 & 7.2 of the Agreement for Professional Services. The cost to provide the services as described above will be on a time and materials basis not to exceed the following amounts unless the scope of work increases:

Scope of Work	Fees	Terms
Phase IV – Administration of the Construction Contract Phase	\$11,000.00	T&M
Estimated Reimbursable Expenses	\$3,400.00	T&M estimate

Sincerely,



Matthew T. Adams
Principal | Landscape Architect

Accepted By: _____
Signature

Printed Name

Date



THE LAND GROUP, INC.

SCHEDULE OF RATES

Page 3 of 3
V1703

Eagle
462 E Shore Dr., Suite 100
Eagle, Idaho 83616
P 208.939.4041

Coeur d'Alene
601 Sherman Ave, Suite 5
Coeur d'Alene, Idaho 83814
P 208.667.3263

Civil Engineering

Senior Civil Engineer	\$145.00
Professional Civil Engineer	\$125.00
Civil Design & Production	\$105.00

Landscape Architecture & Planning

Senior Landscape Architect	\$145.00
Professional Landscape Architect	\$125.00
Landscape Architecture Design & Production	\$105.00
Senior Planner	\$135.00
Professional Planner	\$125.00
Planning Assistant	\$105.00

Survey

Professional Land Surveyor	\$145.00
Survey Manager	\$135.00
2-Man Survey Crew	\$145.00
1-Man Survey Crew	\$135.00
Survey Technician	\$105.00
Drone Flight Crew	\$175.00
HDS Scanner Crew	\$175.00

Graphic Design/Photography


Graphic Designer / Photographer	\$105.00
---------------------------------------	----------

Administrative/Other

Administrative / Clerical	\$75.00
Professional Expert Witness	\$275.00
IT Services	\$105.00

Reimbursable Expenses

Large Format Bond Black and White Printing	\$0.40 per square foot
Large Format Bond Color Printing	\$6.00 per square foot
Large Format Glossy Color Printing	\$12.00 per square foot
Mylar Printing	\$7.50 per square foot
Color Copies: 8 1/2 x 11"	\$0.75 per ea
Color Copies: 11 x 17"	\$1.50 per ea
USB Flash Drive	\$10 per ea
Vehicle Mileage	per IRS rate
Courier	varies by destination
Property Corner Monument (Steel Pin)	\$3.50 per ea
Survey Monument (Brass or Aluminum Cap)	\$12.00 per ea
Survey Hub & Lath	\$2.50 per ea



HIGH
DESERT
ENGINEERING
LLC

February 15, 2018

Estimated cost to provide above described services = \$ 40,500



THURSTON TESTING LABORATORY

CONSTRUCTION TESTING
thurstonlab@frontier.com

776 SILVER STREET - ELKO, NEVADA 89801
Phone: (775) 738-4611 Fax: (775) 738-4611

January 17, 2018

Lana Carter
Carter Engineering LLC
PO Box 794
Elko, Nevada

Dear Lana,

Thank you for choosing us to do construction testing on the Cedar Street rehabilitation project this year. This letter contains our cost proposal.

We understand that we will do testing on the backfill of all project utilities and all soils and concrete testing from the gutter lip outwards. Testing of subgrade, base, and asphalt, in the street proper from gutter lip to gutter lip, will be done by others.

Based on our familiarity with the project, and our experience with the 2016 phase, our charges will be similar. Our cost will be \$29,500.00. This includes, besides, usual testing, items such as contractor scheduling issues, inefficiencies from construction or weather delays, retesting of failing work, and testing required in response to unexpected conditions uncovered.

We look forward to working with you on this project. Until then, please call with any questions.

Sincerely Yours,

Daniel J. Thurston

February 7, 2018
NewFields Proposal No. 18PE.003-02

Carter Engineering LLC
PO Box 794
Elko, NV 89803

Attention: Lana Cater, P.E.
Owner

**RE: Proposal for Construction Quality Assurance/Quality Control Testing-
Cedar Street Reconstruction Project – Phase 2**

Dear Lana:

NewFields is pleased to present you with this proposal to perform construction Quality Assurance/Quality Control (QA/QC) services for the Cedar Street Reconstruction Project – Phase 2.

We understand that this project includes reconstruction of approximately 1,900 lineal feet of Cedar Street from the intersection with 2nd Street to the intersection with D Street. This work includes a roadbed modification with cement treated base (CTB), new curb, gutter, sidewalk, storm water infiltration basins, and select changes to the vertical alignment. Our proposed scope of work and deliverables are summarized in the following sections. The estimated costs for these services are presented in the attached tables.

1. SCOPE OF WORK

The scope of work generally includes performing construction QA/QC testing and inspections services for the infiltration basins, roadbed modification, and asphalt placement during the project. Our propose scope of work comprises of work task as described in the following sections.

1.1. TASK A100 – Construction QA/QC

1.1.1. Infiltration Basins

QA/QC services performed for construction of the infiltrations basins will include field observation of subsurface conditions within the infiltration basins and associated laboratory testing. Laboratory testing will be performed at our AASHTO accredited laboratory in Elko. Laboratory testing on soils encountered within the infiltration basins include the following:

- Grain Size Analysis (soil and asphalt)
- Atterberg Limits (ASTM D4318)



1.1.2. Roadbed Modification

QA/QC performed for the roadbed modification subgrade stabilization will include field and laboratory testing, and observation of construction methodology and procedures. Field-testing will be performed on subgrade and asphalt pavement materials and will include the following procedures:

- In-situ Moisture/Density (nuclear gauge)
- Cement distribution

Laboratory testing will be performed on subgrade and asphalt materials and will include the following:

- Grain Size Analysis (soil and asphalt)
- Atterberg Limits (ASTM D4318)
- Laboratory Compaction
- R-Value
- Asphalt Cement Content
- Marshall Properties of Asphalt Concrete
- Rice Specific Gravity

Deliverables for this task will include daily reports, field test summaries, and individual laboratory test reports. The daily reports will be issued by noon the following work day and will include photos, summary of production during shift, QA/QC activities performed during shift, and any issues or delays encountered. Field density test results will be summarized and issued on a weekly basis, and individual lab test results will be issued as testing is completed.

2. COST ESTIMATE

A summary of cost is presented on Table 1.0. NewFields will only invoice for actual hours worked and expenses accrued. Our cost estimate is based on the following assumptions:

- A Senior Technician III will average 8 hours per day for the infiltration basins and cement treated base, and 6 hours asphalt QA/QC portions of the project. We have assumed 2 days for infiltration inspection, 3 days for CTB activities, and 10 days for ACC paving activities.
- Laboratory testing as shown in table 1.1. Our estimated laboratory testing summary is based on an assumed asphalt placement schedule of 10 days.



If you have questions regarding this proposal, please contact this office us at your earliest convenience at (775) 738-3399.

Sincerely,

NewFields Mining Design & Technical Services

Reviewed by:

Kerry A. Magner, P.E.
Senior Geotechnical Engineer II

Kevin Lutes, P.E.
Principal, Partner

KM/KL

Addressee: (via e-mail)

Y:\Proposals\2018\18PE.003 Cedar Street Phase 2 QAQC\18PE003_Final.docx

TABLE 1
Carter Engineering, LLC
Proposal for Engineering Services 18PE.003-01
TASK A100-Construction QA/QC

MANHOURLY COSTS				
STAFF CATEGORY	HOURS	Unit	Rate	Total
Principal II	4	HR	\$210.00	\$840.00
Principal I		HR	\$205.00	\$0.00
Associate/Senior Project Manager		HR	\$195.00	\$0.00
Project Manager		HR	\$185.00	\$0.00
Senior Engineer II	6	HR	\$170.00	\$1,020.00
Senior Engineer I		HR	\$160.00	\$0.00
Project Engineer II		HR	\$140.00	\$0.00
Project Engineer I		HR	\$135.00	\$0.00
Staff Engineer		HR	\$120.00	\$0.00
Engineer		HR	\$115.00	\$0.00
Field/Lab Manager	4	HR	\$130.00	\$520.00
Senior Technician III	100	HR	\$100.00	\$10,000.00
Senior Technician II		HR	\$95.00	\$0.00
Senior Technician I		HR	\$90.00	\$0.00
Technician II		HR	\$75.00	\$0.00
Technician I		HR	\$65.00	\$0.00
Office Manager		HR	\$85.00	\$0.00
Administrator	6	HR	\$65.00	\$390.00
Man-hour Subtotal	120			\$12,770.00
REIMBURSABLE COSTS				
EXPENSE CATEGORY	QUANTITY	UNIT	RATE	TOTAL
Airfares		EST	\$850.00	\$0.00
Lodging		MAN-DAY	\$125.00	\$0.00
Meals/Perdiem		MAN-DAY	\$30.00	\$0.00
Vehicle Costs (In Town)	15	MAN-DAY	\$80.00	\$1,200.00
Man-hour Load (ODC's)	120	HR	\$9.00	\$1,080.00
Site Laboratory				\$0.00
Laboratory Testing (See Table 1.1)	1	est	\$16,760.00	\$16,760.00
Drilling Contractor		est		\$0.00
Miscellaneous		LS		\$0.00
Expense Subtotal				\$19,040.00
Task Total				\$31,810.00

TABLE 1.1
Carter Engineering, LLC
Proposal for Engineering Services 18PE.003-01
Laboratory Testing

Test Description	QUANTITY	Rate	Total
Grain Size Analysis (ASTM D422)	14	\$90.00	\$1,260.00
Atterberg Limits (ASTM D4318)	14	\$75.00	\$1,050.00
Laboratory Compaction (ASTM D1557)	5	\$165.00	\$825.00
R Value (ASTM D2844)	5	\$275.00	\$1,375.00
Ashpalt Aggregate Sieve Analysis	20	\$90.00	\$1,800.00
Ashpalt Cement Content	20	\$125.00	\$2,500.00
Marshall Properties of Asphalt Concrete	20	\$225.00	\$4,500.00
Rice Specific Gravity	30	\$115.00	\$3,450.00
Laboratory Testing Total			\$16,760.00

**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 Fiscal Year 2018 Construction Season, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
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 2018/19 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 FY 2018 Construction Season.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **cfisherman@stakerparson.com**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-005, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting an easement to NV Energy across a parcel of land identified as APN 006-09G-005 owned by the City as shown in the exhibit.**
10. Prepared By: **Jeremy Draper, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 006-09G-005

**Recording Requested By
and Return to:**

City of Elko
C/O City of Elko Development Department
1751 College Avenue
Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

**Grantees' Address/ Mail tax
statement to:** Property
Services-NV Energy P.O.
Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

This GRANT OF EASEMENT is hereby entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a Municipal Corporation and body politic in Elko County, Nevada, ("Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Elko, State of Nevada, more particularly described in Exhibit "A" ("Easement Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires to grant a permanent non-exclusive easement and right of way to Grantee and its successors and assigns over a portion of the Grantor's Property for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right of way, over, across, upon, under and through that portion of the Grantor's

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

Property set forth in the descriptions attached hereto at Exhibit "A" under the headings "Easement 1 and Easement 2" and depicted on the map attached hereto at Exhibit "A-1," (the "Easement Area") to construct, operate, add to, modify, maintain, and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

2. Access; Use. Except as provided in Section 1, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purpose of utilizing its rights granted hereunder.
3. Grantee may remove, clear, cut and trim any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD all the singular and said premises unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, Mayor

ATTEST:

By: _____
SHANELL OWEN, City Clerk

GRANTEE:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

By: _____
MATT GINGERICH,
Manager Land Resources

STATE OF NEVADA)
)
 COUNTY OF ELKO) ss.

This instrument was acknowledged before me on the ____ day of _____,
 2018, by **CHRIS J. JOHNSON**, Mayor, and **SHANELL OWEN**, City Clerk of the City of Elko.

 NOTARY PUBLIC

STATE OF NEVADA)
)
 COUNTY OF Washoe) ss.

This instrument was acknowledged before me on the ____ day of _____,
 2018, by **MATT GINGERICH**, as Manager, Land Resources of Sierra Pacific Power Company
 d/b/a NV Energy.

 NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
 ATTORNEYS AT LAW
 530 IDAHO STREET - P.O. BOX 1358
 ELKO, NEVADA 89801
 (775) 738-8091



W.O. 3000541876

City of Elko

APN: 006-09G-005

EXHIBIT "A"
EASEMENT

A portion of the West half of Section 20, Township 34 North, Range 55 East, M.D.M., Elko County, Nevada; situated within that Parcel of land described in the Warranty Deed, recorded as Book 458, Page 651 on May 21, 1984, Official Records of Elko County, Nevada.

Easement 1

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

COMMENCING at a 5/8" rebar marking the westernmost corner of said parcel;

THENCE along the southwesterly line of said parcel, South 36°14'00" East, 181.17 feet to the **POINT OF BEGINNING**;

THENCE leaving said line, North 54°02'46" East, 129.30 feet to a point hereinafter known as Point A;

THENCE North 54°00'00" East, 255.71 feet to the northeasterly line of said parcel and the **TERMINUS OF EASEMENT 1**.

Easement2

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

BEGINNING at aforementioned Point A;

THENCE North 30°32'08" West, 60.33 feet to the **TERMINUS OF EASEMENT 2**.

The sidelines of said easements are to be extended or truncated as to meet at angle points and to terminate on the west and east lines of the Grantor.

Page1J2

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 6,567 square feet more or less. See

Exhibit "A-1" attached hereto and made a part thereof The

Basis of Bearings for this Exhibit is said Warranty Deed.

Prepared by Leland Johnson, L.S.I.

EXHIBIT A-1

I-80

APN: 006-09G-009

CITY OF ELKO
APN: 006-09G-005
DEED: BOOK 458 PAGE 651
EASEMENT AREA: 6,567 SF±

P.O.C.
FND 5" RB
NO ID

N30°32'08"W
60.33'

N54°00'00"E
255.71'

S36°14'00"E
181.17'

15'

POINT A
P.O.B.
ESMNT. 2

N54°02'46"E
129.30'

15'

P.O.B.
ESMNT. 1

N

APN: 006-09G-004



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT

CITY OF ELKO
APN: 006-09G-005

SECT. 20, T. 34 N., R. 55. E, M.D.M.
ELKO ELKO COUNTY NEVADA

12/12/2017

1 OF 1

SCALE: 1" = 100'

S:\Survey\CSE\Cse_Cad\3000541876 - West Airport Rd. OH Replacement\dwg\3000541876 - West Airport Rd.Easements.dwg <25679> 12Dec17-07:51

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-008, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting an easement to NV Energy across a parcel of land identified as APN 006-09G-008 owned by the City as shown in the exhibit.**
10. Prepared By: **Jeremy Draper, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 006-09G-008

**Recording Requested By
and Return to:**

City of Elko
C/O City of Elko Development Department
1751 College Avenue
Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

**Grantees' Address/ Mail tax
statement to:** Property
Services-NV Energy P.O.
Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

This GRANT OF EASEMENT is hereby entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a Municipal Corporation and body politic in Elko County, Nevada, ("Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Elko, State of Nevada, more particularly described in Exhibit "A" ("Easement Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires to grant a permanent non-exclusive easement and right of way to Grantee and its successors and assigns over a portion of the Grantor's Property for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right of way, over, across, upon, under and through that portion of the Grantor's

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

Property set forth in the descriptions attached hereto at Exhibit "A" under the headings "Easement 1 and "Easement 2" and depicted on the map attached hereto at Exhibit "A-1," (the "Easement Area") to construct, operate, add to, modify, maintain, and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

2. Access; Use. Except as provided in Section 1, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purpose of utilizing its rights granted hereunder.
3. Grantee may remove, clear, cut and trim any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD all the singular and said premises unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, Mayor

ATTEST:

By: _____
SHANELL OWEN, City Clerk

GRANTEE:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

By: _____
MATT GINGERICH,
Manager Land Resources

STATE OF NEVADA)
)
 COUNTY OF ELKO) ss.

This instrument was acknowledged before me on the _____ day of _____,
 2018, by **CHRIS J. JOHNSON**, Mayor, and **SHANELL OWEN**, City Clerk of the City of Elko.

 NOTARY PUBLIC

STATE OF NEVADA)
)
 COUNTY OF Washoe) ss.

This instrument was acknowledged before me on the _____ day of _____,
 2018, by **MATT GINGERICH**, as Manager, Land Resources of Sierra Pacific Power Company
 d/b/a NV Energy.

 NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
 ATTORNEYS AT LAW
 530 IDAHO STREET - P.O. BOX 1358
 ELKO, NEVADA 89801
 (775) 738-8091



W.O. 3000541876
City of Elko
APN: 006-09G-008

EXHIBIT "A"
EASEMENT

A portion of the West half of Section 20, Township 34 North, Range 55 East, M.D.M., Elko County, Nevada; situated within that Parcel of land described in the Grant Deed, recorded as Book 412, Page 456 on January 11, 1983, Official Records of Elko County, Nevada.

An easement being the Southwesterly 15 feet of said parcel.

Said Easement contains 2,161 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Grant Deed.

Prepared by Leland Johnson, L.S.I.

Page III

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

EXHIBIT A-1

CITY OF ELKO
APN: 006-09G-012

CITY OF ELKO
APN: 006-09G-009

CITY OF ELKO
APN: 006-09G-008
BOOK 412 PAGE 456
EASEMENT AREA: 2161 SF±

CITY OF ELKO
APN: 006-09G-030

CITY OF ELKO
APN: 006-09G-031

APN: 006-09G-004

N



SCALE: 1" = 80'

S:\Survey\CSE\Cse Cod\3000541876 - West Airport Rd. OH Replacement.dwg
3000541876 - West Airport Rd Easements.dwg - dJ:5679- 06Dec17-12:50



NVEnergy

6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT

CITY OF ELKO
APN: 006-09G-008

SECT. 20, T. 34 N, R. 55. E, M.D.M.
ELKO ELKO COUNTY NEVADA

12/6/2017

1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-009, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD**
6. Budget Information:
 - Appropriation Required: **N/A**
 - Budget amount available: **N/A**
 - Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting an easement to NV Energy across a parcel of land identified as APN 006-09G-009 owned by the City as shown in the exhibit.**
10. Prepared By: **Jeremy Draper, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 006-09G-009

Recording Requested By

and Return to:

City of Elko

C/O City of Elko Development Department

1751 College Avenue

Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

Grantees' Address/ Mail tax

statement to: Property

Services-NV Energy P.O.

Box 10100 MS S4B20

Reno, NV 89520

GRANT OF EASEMENT

This GRANT OF EASEMENT is hereby entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a Municipal Corporation and body politic in Elko County, Nevada, ("Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Elko, State of Nevada, more particularly described in Exhibit "A" ("Easement Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires to grant a permanent non-exclusive easement and right of way to Grantee and its successors and assigns over a portion of the Grantor's Property for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right of way, over, across, upon, under and through that portion of the Grantor's

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

Property set forth in the descriptions attached hereto at Exhibit "A" under the headings "Easement 1 and Easement 2" and depicted on the map attached hereto at Exhibit "A-1," (the "Easement Area") to construct, operate, add to, modify, maintain, and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

2. Access; Use. Except as provided in Section 1, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purpose of utilizing its rights granted hereunder.
3. Grantee may remove, clear, cut and trim any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD all the singular and said premises unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, Mayor

ATTEST:

By: _____
SHANELL OWEN, City Clerk

GRANTEE:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

By: _____
**MATT GINGERICH,
Manager Land Resources**

STATE OF NEVADA)
)
 COUNTY OF ELKO) ss.

This instrument was acknowledged before me on the _____ day of _____, 2018, by **CHRIS J. JOHNSON**, Mayor, and **SHANELL OWEN**, City Clerk of the City of Elko.

 NOTARY PUBLIC

STATE OF NEVADA)
)
 COUNTY OF Washoe) ss.

This instrument was acknowledged before me on the _____ day of _____, 2018, by **MATT GINGERICH**, as Manager, Land Resources of Sierra Pacific Power Company d/b/a NV Energy.

 NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
 ATTORNEYS AT LAW
 530 IDAHO STREET - P.O. BOX 1358
 ELKO, NEVADA 89801
 (775) 738-8091



W.O. 3000541876
City of Elko
APN: 006-09G-009

EXHIBIT "A"
EASEMENT

A portion of the West half of Section 20, Township 34 North, Range 55 East, M.D.M., Elko County, Nevada; situated within that Parcel of land described in the Grant Deed, recorded as Book 412, Page 456 on January 11, 1983, Official Records of Elko County, Nevada.

Easement 1

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

COMMENCING at a 5/8" rebar marking the northernmost corner of said parcel;

THENCE along the northeasterly line of said parcel, South 36°14'00" East, 362.32 feet to the POINT OF BEGINNING of Easement 1;

THENCE leaving said line, South 22°50'02" East, 13.77 feet to a point hereinafter known as Point A;

THENCE continuing South 22°50'02" East, 131.34 feet to the southeasterly line of said parcel and the TERMINUS OF EASEMENT 1.

Easement2

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

BEGINNING at aforementioned Point A;

THENCE South 54°10'35" West, 380.04 feet to the southwesterly line of said Parcel and the TERMINUS OF EASEMENT 2.

NVEnergy

Easement3

The southwesterly 15.00 feet of the southeasterly 251.00 feet of said Parcel.

The sidelines of said easements are to be extended or truncated as to meet at angle points and to terminate on the northeasterly, southwesterly and southeasterly lines of the Grantor.

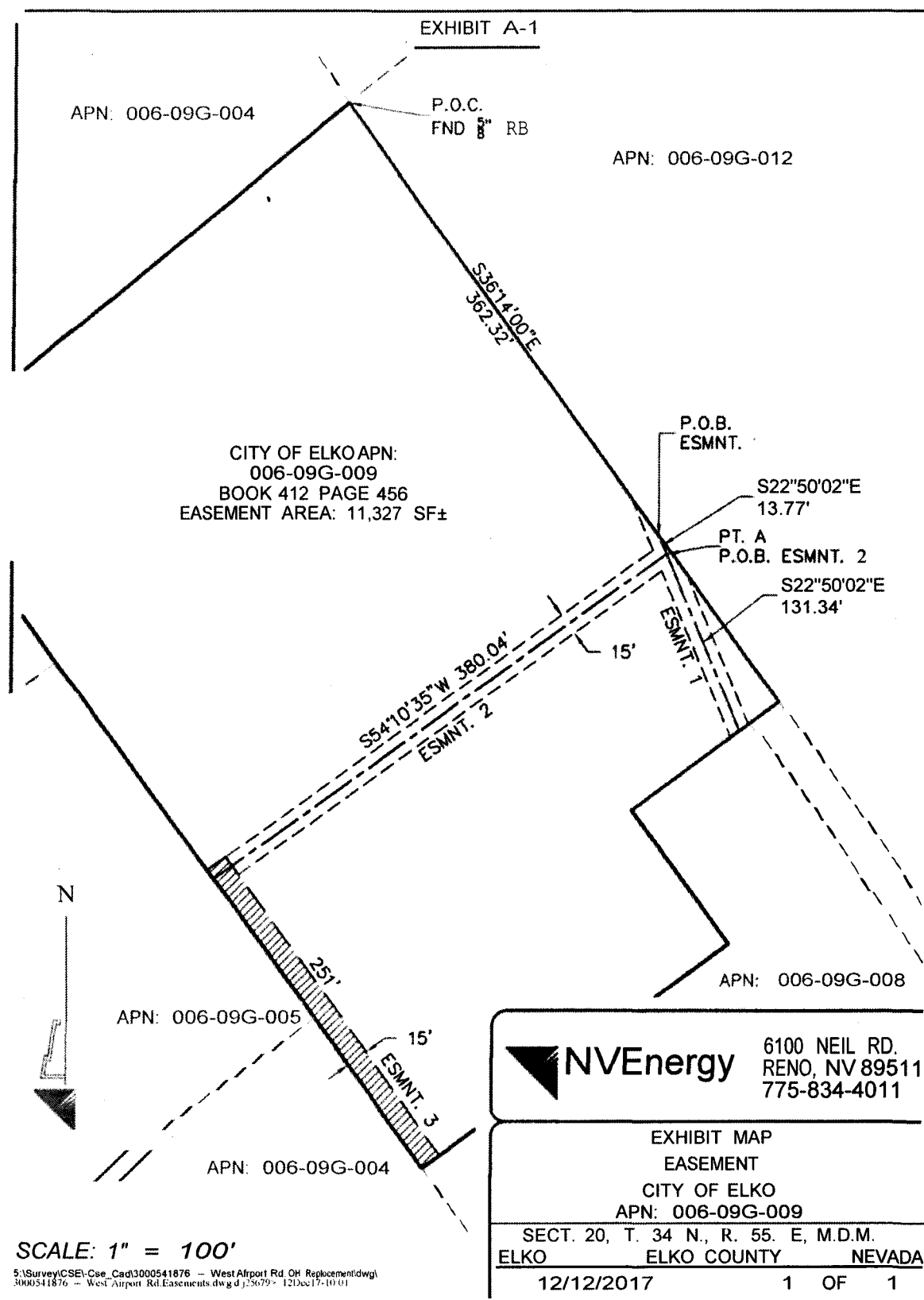
Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 11,327 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Grant Deed.

Prepared by Leland Johnson, L.S.I.



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-027, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting an easement to NV Energy across a parcel of land identified as APN 006-09G-027 owned by the City as shown in the exhibit.**
10. Prepared By: **Jeremy Draper, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 006-09G-027

**Recording Requested By
and Return to:**

City of Elko
C/O City of Elko Development Department
1751 College Avenue
Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

**Grantees' Address/ Mail tax
statement to:** Property
Services-NV Energy P.O.
Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

This GRANT OF EASEMENT is hereby entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a Municipal Corporation and body politic in Elko County, Nevada, ("Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Elko, State of Nevada, more particularly described in Exhibit "A" ("Easement Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires to grant a permanent non-exclusive easement and right of way to Grantee and its successors and assigns over a portion of the Grantor's Property for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right of way, over, across, upon, under and through that portion of the Grantor's

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

Property set forth in the descriptions attached hereto at Exhibit "A" under the headings "Easement 1" and "Easement 2" and depicted on the map attached hereto at Exhibit "A-1," (the "Easement Area") to construct, operate, add to, modify, maintain, and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

2. Access; Use. Except as provided in Section 1, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purpose of utilizing its rights granted hereunder.
3. Grantee may remove, clear, cut and trim any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD all the singular and said premises unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, Mayor

ATTEST:

By: _____
SHANELL OWEN, City Clerk

GRANTEE:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

By: _____
**MATT GINGERICH,
Manager Land Resources**

STATE OF NEVADA)
) ss.
 COUNTY OF ELKO)

This instrument was acknowledged before me on the ____ day of _____,
 2018, by **CHRIS J. JOHNSON**, Mayor, and **SHANELL OWEN**, City Clerk of the City of Elko.

 NOTARY PUBLIC

STATE OF NEVADA)
) ss.
 COUNTY OF Washoe)

This instrument was acknowledged before me on the ____ day of _____,
 2018, by **MATT GINGERICH**, as Manager, Land Resources of Sierra Pacific Power Company
 d/b/a NV Energy.

 NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
 ATTORNEYS AT LAW
 530 IDAHO STREET - P.O. BOX 1358
 ELKO, NEVADA 89801
 (775) 738-8091



W.O. 3000541876

City of Elko

APN: 006-09G-027

EXHIBIT "A"
EASEMENT

A portion of the Southwest quarter of Section 20, Township 34 North, Range 55 East, M.D.M., Elko County, Nevada; situated within that Parcel of land described as Parcel in the Quitclaim Deed, recorded as File Number 672645 on May 24, 2013, Official Records of Elko County, Nevada.

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

COMMENCING the easternmost corner of said parcel;

THENCE along the northeasterly line of said parcel, North 27°18'00" West, 153.26 feet to the **POINT OF BEGINNING**;

THENCE leaving said line, South 53°21'59" West, 39.59 feet to the southwesterly line of said parcel and the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easements are to be extended or truncated as to terminate on the northeasterly and southwesterly lines of the Grantor.

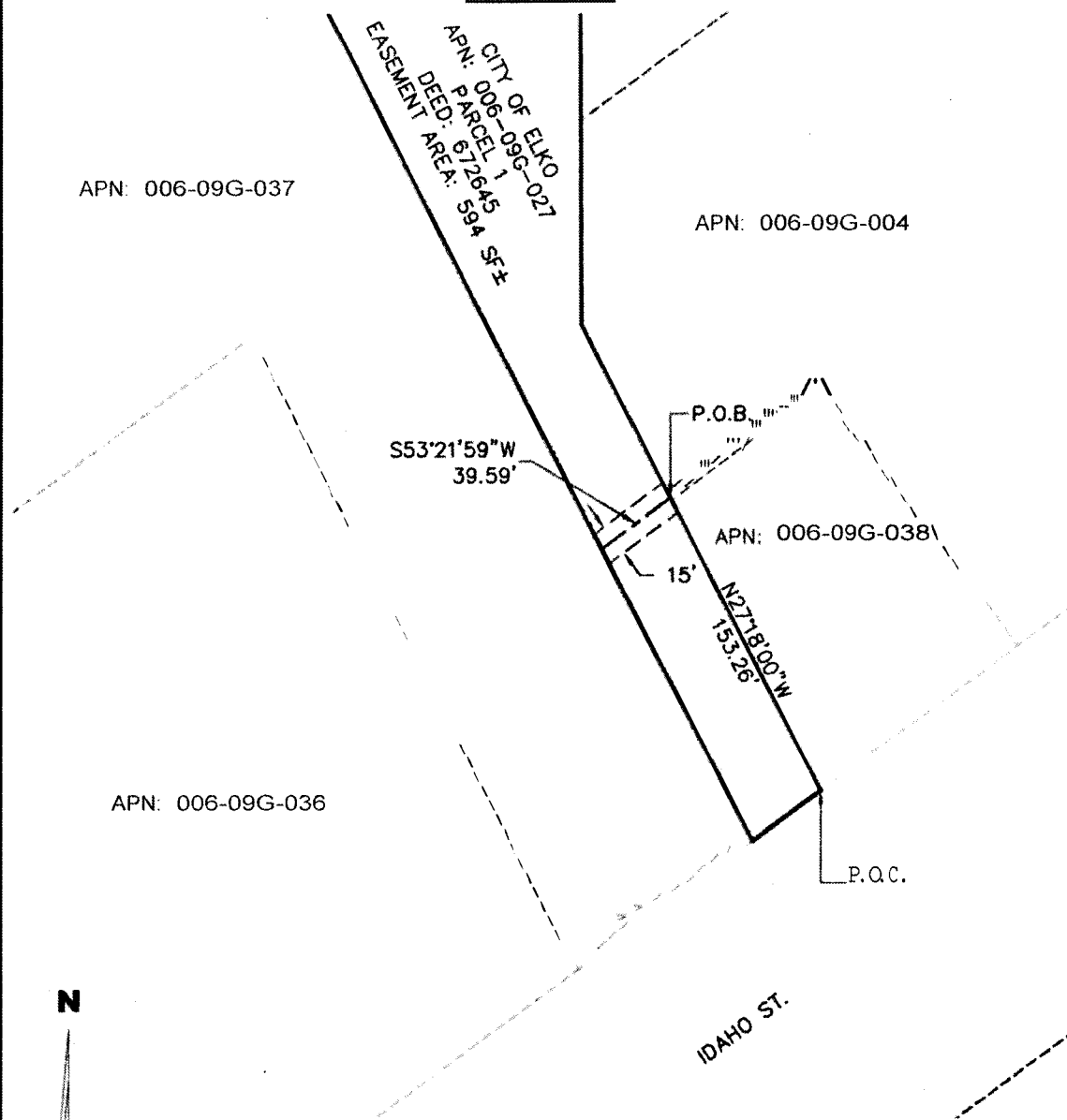
Said Easement contains 594 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Quitclaim Deed.

Prepared by Leland Johnson, L.S.I.

EXHIBIT A-1



N



SCALE: 1" = 150'

S:\Survey\GSE\Cad\Cad\3000541876 - West Airport Rd. OH Replacement\dwg\3000541876 - West Airport Rd.Easement.dwg d25679> 12Dec17-09:40



NVEnergy

6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP

EASEMENT

CITY OF ELKO

APN: 006-09G-027

SECT. 20, T. 34 N., R. 55. E, M.D.M.
ELKO ELKO COUNTY NEVADA

12/12/2017

1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-030, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting an easement to NV Energy across a parcel of land identified as APN 006-09G-030 owned by the City as shown in the exhibit.**
10. Prepared By: **Jeremy Draper, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 006-09G-030

**Recording Requested By
and Return to:**

City of Elko
C/O City of Elko Development Department
1751 College Avenue
Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

**Grantees' Address/ Mail tax
statement to:** Property
Services-NV Energy P.O.
Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

This GRANT OF EASEMENT is hereby entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a Municipal Corporation and body politic in Elko County, Nevada, ("Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Elko, State of Nevada, more particularly described in Exhibit "A" ("Easement Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires to grant a permanent non-exclusive easement and right of way to Grantee and its successors and assigns over a portion of the Grantor's Property for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right of way, over, across, upon, under and through that portion of the Grantor's

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

Property set forth in the descriptions attached hereto at Exhibit "A" under the headings "Easement 1" and "Easement 2" and depicted on the map attached hereto at Exhibit "A-1," (the "Easement Area") to construct, operate, add to, modify, maintain, and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

2. Access; Use. Except as provided in Section 1, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purpose of utilizing its rights granted hereunder.
3. Grantee may remove, clear, cut and trim any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD all the singular and said premises unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, Mayor

ATTEST:

By: _____
SHANELL OWEN, City Clerk

GRANTEE:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

By: _____
**MATT GINGERICH,
Manager Land Resources**

STATE OF NEVADA)
)
 COUNTY OF ELKO) ss.

This instrument was acknowledged before me on the _____ day of _____, 2018, by **CHRIS J. JOHNSON**, Mayor, and **SHANELL OWEN**, City Clerk of the City of Elko.

 NOTARY PUBLIC

STATE OF NEVADA)
)
 COUNTY OF Washoe) ss.

This instrument was acknowledged before me on the _____ day of _____, 2018, by **MATT GINGERICH**, as Manager, Land Resources of Sierra Pacific Power Company d/b/a NV Energy.

 NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
 ATTORNEYS AT LAW
 530 IDAHO STREET - P.O. BOX 1358
 ELKO, NEVADA 89801
 (775) 738-8091



W.O. 3000541876
City of Elko
APN: 006-09G-030

EXHIBIT "A"
EASEMENT

A portion of the West half of Section 20, Township 34 North, Range 55 East, M.D.M., Elko County, Nevada; situated within that Parcel of land shown as Parcel No. 1 on the Parcel Map for P.W. & L. Sutter, recorded as File Number 164682 on July 14, 1982, Official Records of Elko County, Nevada.

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

COMMENCING the westernmost corner of said parcel;

THENCE along the southeasterly line of said parcel, South 36°14'00" East, 502.45 feet to the POINT OF BEGINNING;

THENCE leaving said line, North 53°31'14" East, 23.44 feet to the TERMINUS OF THIS DESCRIPTION.

The sidelines of said easement are to be extended or truncated as to terminate on the southeasterly lines of the Grantor.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

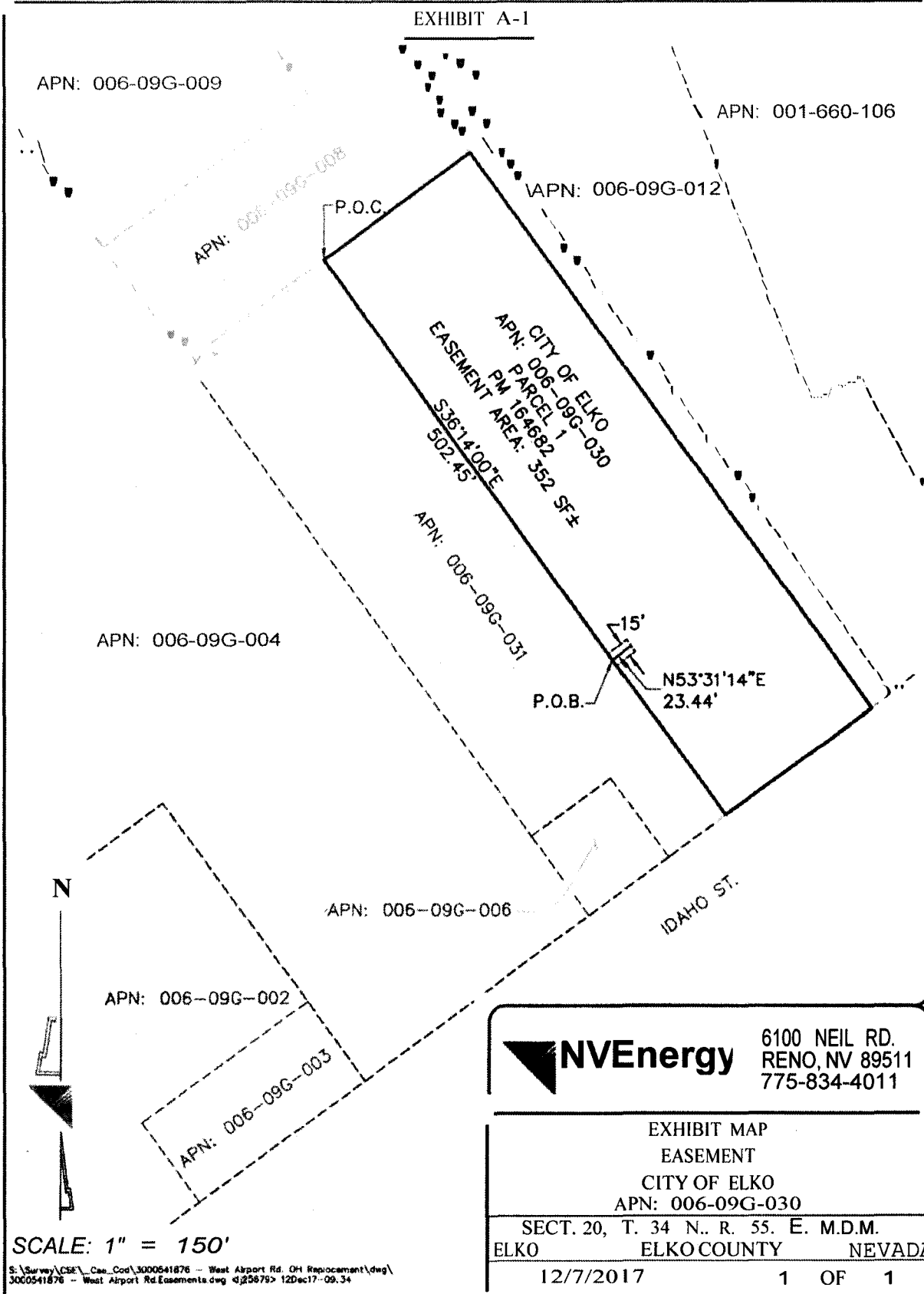
Said Easement contains 352 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Parcel Map.

Prepared by Leland Johnson, L.S.I.

EXHIBIT A-1



Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-031, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting an easement to NV Energy across a parcel of land identified as APN 006-09G-031 owned by the City as shown in the exhibit.**
10. Prepared By: **Jeremy Draper, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 006-09G-031

**Recording Requested By
and Return to:**

City of Elko
C/O City of Elko Development Department
1751 College Avenue
Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

**Grantees' Address/ Mail tax
statement to:** Property
Services-NV Energy P.O.
Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

This GRANT OF EASEMENT is hereby entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO**, a Municipal Corporation and body politic in Elko County, Nevada, ("Grantor"), and **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the City of Elko, State of Nevada, more particularly described in Exhibit "A" ("Easement Property") attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor desires to grant a permanent non-exclusive easement and right of way to Grantee and its successors and assigns over a portion of the Grantor's Property for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right of way, over, across, upon, under and through that portion of the Grantor's

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

Property set forth in the descriptions attached hereto at Exhibit "A" under the headings "Easement 1" and "Easement 2" and depicted on the map attached hereto at Exhibit "A-1," (the "Easement Area") to construct, operate, add to, modify, maintain, and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

2. Access; Use. Except as provided in Section 1, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purpose of utilizing its rights granted hereunder.
3. Grantee may remove, clear, cut and trim any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.
4. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD all the singular and said premises unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, Mayor

ATTEST:

By: _____
SHANELL OWEN, City Clerk

GRANTEE:

**SIERRA PACIFIC POWER COMPANY,
D/B/A NV ENERGY**

By: _____
**MATT GINGERICH,
Manager Land Resources**

STATE OF NEVADA)
)
 COUNTY OF ELKO) ss.

This instrument was acknowledged before me on the _____ day of _____,
 2018, by **CHRIS J. JOHNSON**, Mayor, and **SHANELL OWEN**, City Clerk of the City of Elko.

 NOTARY PUBLIC

STATE OF NEVADA)
)
 COUNTY OF Washoe) ss.

This instrument was acknowledged before me on the _____ day of _____,
 2018, by **MATT GINGERICH**, as Manager, Land Resources of Sierra Pacific Power Company
 d/b/a NV Energy.

 NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
 ATTORNEYS AT LAW
 530 IDAHO STREET - P.O. BOX 1358
 ELKO, NEVADA 89801
 (775) 738-8091



W.O. 3000541876

City of Elko

APN: 006-09G-031

**EXHIBIT "A"
EASEMENT**

A portion of the West half of Section 20, Township 34 North, Range 55 East, M.D.M., Elko County, Nevada; situated within that Parcel of land shown as Parcel No.2 on the Parcel Map for P.W. & L. Sutter, recorded as File Number 164682 on July 14, 1982, Official Records of Elko County, Nevada.

An easement, 15 feet in width, lying 7.5 feet on each side of the following described centerline:

COMMENCING the northernmost corner of said parcel;

THENCE along the northeasterly line of said parcel, South $36^{\circ}14'00''$ East, 502.52 feet to the **POINT OF BEGINNING**;

THENCE leaving said line, South $53^{\circ}31'14''$ East, 156.20 feet to the **TERMINUS OF THIS DESCRIPTION**.

TOGETHER WITH the southwesterly 15.00 feet of said Parcel2.

The sidelines of said easements are to be extended or truncated as to terminate on the northeasterly and southwesterly lines of the Grantor.

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 11,373 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof

The Basis of Bearings for this Exhibit is said Parcel Map.

Prepared by Leland Johnson, L.S.I.

EXHIBIT A-1

APN: 006-09G-009

APN: 001 660 106

APN: 006-09G-012

APN: 006-09G-008
P.O.C.

APN: 006-09G-030

CITY OF ELKO
APN: 006-09G-031
PARCEL 2
PM 184682
EASEMENT AREA: 11,373 SF±
S36°14'00"E
502.52'
600'

15'

APN: 006-09G-004

S53°31'14"W
156.20'

P.O.B.

APN: 006-09G-006

IDAHO ST

APN: 006-09G-002

APN: 006-09G-003

N



SCALE: 1" = 150'

S:\Survey\CE\Case_Cod\3000541876 - West Airport Rd. OH Replacement\dwg\3000541876 - West Airport Rd.Easements.dwg d25679> 12Dec17-10:05



NVEnergy

6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT YAP
EASEMENT

CITY OF ELKO
APN: 006-09G-031

SECT. 20, T. 34 N., R. 55. E. M.D.M.
ELKO ELKO COUNTY NEVADA

12/12/2017

1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible appointment of one (1) candidate to the Arts and Culture Advisory Board, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The Arts and Culture Advisory Board has one (1) vacant position. Mr. Ian Montgomery and Ms. Cynthia Delaney have both expressed an interest in serving on the Board. Letters of Interest from both candidates have been included in the packet. 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: **Letters of Interest from Mr. Ian Montgomery and Ms. Cynthia Delaney have been included in the packet.**
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: **Mr. Ian Montgomery
1297 Cherrywood Way
Elko, NV 89801**

**Ms. Cynthia Delaney
1540 Chimney Drive
Carson City, NV 89701
cynthiadelaney@gmail.com**

January 24, 2018

City of Elko

Arts & Culture Advisory Board

To Whom It May Concern:

My name is Ian Montgomery. I'm interested in serving on the Elko City Arts and Culture Advisory Board.

I have a keen interest in the Elko art scene and have acted in numerous local productions at Great Basin College and with Ghost Light Productions.

My dad is a popular art teacher at Elko High School and I've grown up in a family that appreciates all forms of art, including theatre and film, and the significance of art education.

I think I could bring a youthful perspective to the advisory board. My background includes a diversity of interests, having pursued a dual major in history and anthropology at UNR, with minor studies in Japanese.

I'm currently employed as a journalist and news editor at Elko Broadcasting Company and am majoring in Secondary Education at Great Basin College with a goal of becoming a history, philosophy and social sciences teacher. I'm also a part time instructor at Elko High School serving as the Assistant Coach for Speech and Debate.

Serving on the advisory board would be a great opportunity to involve more students in projects around the city. I've admired the murals, painted boots and sculptures that have been commissioned by the board, and can envision many other interesting prospects including visual art, music and live theatre.

Thank you for considering my application. I would be happy to serve my community as a member of the Elko City Arts and Culture Advisory Board.

Ian Montgomery

1297 Cherrywood Way

Elko, NV 89801

(775) 426-8545

Ibmont.montgomery@gmail.com

1540 Chimney Drive
Carson City, NV 89701

City of Elko
Curtis Calder, City Manager
Jeremy Draper, development Manager
1751 College Avenue
Elko, NV 89801

Dear Mr. Calder and Mr. Draper,

I am returning to Elko to resume my job with the Elko Daily Free Press in early March. My husband and I are moving back because Elko is home.

Catherine Wines mentioned to me that there is an open position on the Arts and Culture Board. As you know I have served on that board for a number of years. I would love to be a part of the team again and could start just about any time. I feel that I have gained even more inspiration for community art and cultural events by visiting new cities both in Nevada and abroad in the recent past.

Please let me know if you will accept my offer to serve once more. I really would love to be part of this community effort again and hope to for many years to come.

Truly,

Cynthia Delaney

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Elko Police Department has historically applied for the Byrne Memorial Grant, administered through the Nevada Office of Criminal Justice Assistance, for the Elko Combined Narcotics Unit each year.**

The grant for 2017 was for \$32,000.00. The Elko Police Department is seeking council permission to apply for a \$32,000.00 grant for 2018 for the ECNU to continue their operations. BR
6. Budget Information:
Appropriation Required: **None**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the request from the Elko Police Department to apply for this grant.**
10. Prepared By: **Ben Reed, Jr., Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Elko Regional Bomb Squad has need of a Remote Initiation Device, but has not ever had one. This device will allow for multiple and sequential detonations for found explosives and improvised explosive devises, as well as increase safety for countercharging explosives in confined spaces such as abandoned mines.**

The Office of Criminal Justice Assistance, through the Byrne Memorial Grant, has funding for this equipment purchase. There are no matching funds required; this is a one-time grant applicable only to this project.

Elko Police Department is seeking council permission to apply for a \$20,000.00 grant to purchase the Remote Initiation Device. BR
6. Budget Information:
Appropriation Required: **None**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the request from the Elko Police Department to apply for this grant.**
10. Prepared By: **Ben Reed, Jr., Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Elko SWAT Team is required to meet minimum training requirements per National Tactical Officers' Association standards. This includes two trainings per month and one additional week of training per year.**

It is critical to have the officers attend this training as a unit to ensure consistent understanding of the tactical concepts. The proposed training would certify all tactical operators to an advanced level. This training is provided by tactical professionals and is nationally recognized. The training will cost \$10,000.00.

The Office of Criminal Justice Assistance, through the Byrne Memorial Grant, has funding for this training. There are no matching funds required; this is a one-time grant applicable only to this project.

Elko Police Department is seeking Council permission to apply for a \$10,000.00 grant to pay for this training. BR

6. Budget Information:
Appropriation Required: **None**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the request from the Elko Police Department to apply for this grant.**
10. Prepared By: **Ben Reed, Jr., Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval to Grant Utility and Access Easements across the City owned airport property, on APN 001-660-106, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **The Elko TV District has requested these easements to provide power, communication lines, and access to the newly approved lease area near the Verizon tower. 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: **Grant of Easement Document**
9. Recommended Motion: **Move to approve granting easements to the Elko TV District across a parcel of land identified as APN 001-660-106 owned by the City as shown in the exhibit.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN: 001-660-106

After Recordation Return To:

City of Elko
City Planner
1751 College Avenue
Elko, Nevada 89801

GRANT OF EASEMENT
(Utilities and Access)

THIS GRANT OF EASEMENT is entered into this ____ day of March, 2018 by and between the **CITY OF ELKO**, a political subdivision of the State of Nevada ("Grantor") and the **ELKO TELEVISION DISTRICT**, a Special District organized and existing under Chapter 308 of the Nevada Revised Statutes ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of certain real property situate in the County of Elko, State of Nevada, more particularly described in the following exhibit:

EXHIBIT A - LEGAL DESCRIPTION OF UTILITY EASEMENT

and shown on the following map:

EXHIBIT B - MAP OF UTILITY EASEMENT

Exhibits A and B being attached hereto and by this reference made a part hereof, the foregoing property being collectively referred to as the "Utility Easement Property;"

WHEREAS, Grantor is also the owner of certain real property situate in the County of Elko, State of Nevada, more particularly described in the following exhibit:

EXHIBIT C - LEGAL DESCRIPTION OF ACCESS EASEMENT

and shown on the following map:

EXHIBIT D - MAP OF ACCESS EASEMENT

Exhibits C and D being attached hereto and by this reference made a part hereof, the foregoing property being collectively referred to as the "Access Easement Property;"

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
Attorneys at Law
530 Idaho Street, P.O. Box 1358
Elko, Nevada 89801 - (775) 738-8091

WHEREAS, Grantee has, by separate instrument, entered into a lease with Grantor for the use and occupancy of property adjacent to the Utility Easement Property and the Access Easement Property;

WHEREAS, Grantor desires to grant a utility easement to Grantee and its successors and assigns over the Utility Easement Property for the purposes of and on the terms and conditions set forth herein;

WHEREAS, Grantor desires to grant an access easement to Grantee and its successors and assigns over the Access Easement Property for the purposes of and on the terms and conditions set forth herein;

NOW THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and transfer utility and access easements to Grantor, as follows:

1. **Grant of Utility Easement.** Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a non-exclusive Utility Easement over, across, upon, under and through that portion of the Utility Easement Property delineated on the descriptions attached hereto at **Exhibit A** and depicted on the map attached hereto at **Exhibit B** and made a part hereof, for the purpose of installation, construction, grading, excavation, operation, repair and maintenance of utilities required to provide utility services to the adjacent property leased by Grantor to Grantee under separate instrument, to include, without limitation, underground electrical, water and sewer lines.
2. **Grant of Access Easement.** Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a non-exclusive Access Easement over, across, upon and through that portion of the Grantor's Property described as the Access Easement Property delineated on the description attached hereto at **Exhibit C** and depicted on the map attached hereto at **Exhibit D** and made a part hereof, for the purpose of providing ingress and egress to and from the adjacent property leased by Grantor to Grantee under separate instrument.
3. **Restrictions on Access; Use.** Except as provided in Sections 1 and 2, above, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable ordinances, requirements (including requirements applicable to occupants of the Elko Regional Airport), regulations (including applicable regulations of the Federal Aviation Administration) and laws while utilizing the Utility Easement and Access Easement granted hereunder.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.

Attorneys at Law
530 Idaho Street, P.O. Box 1358
Elko, Nevada 89801 - (775) 738-8091

4. **Reversion to Grantor Upon Cessation of Use.** The Utility Easement and the Access Easement shall automatically revert to Grantor upon Grantee's cessation of use of the adjacent property that is leased by Grantor to Grantee under separate instrument or upon termination of the aforementioned lease, whichever occurs first.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all the rights herein granted may be assigned.

TO HAVE AND TO HOLD all the singular the said premises, granted together with the appurtenances, unto said Grantee and its successors and agents.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

GRANTOR:

**CITY OF ELKO, a political subdivision
of the State of Nevada**

By: _____
CHRIS JOHNSON, Mayor

GRANTEE:

**ELKO TELEVISION DISTRICT, a
Special District organized and existing
under Chapter 308 of the Nevada Revised
Statutes**

By: _____

Title: _____

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this ____ day of March, 2018, by Chris Johnson, as City of Elko Mayor, on behalf of said entity, as therein named.

NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
Attorneys at Law
530 Idaho Street, P.O. Box 1358
Elko, Nevada 89801 - (775) 738-8091

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

 This instrument was acknowledged before me on this _____ day of March, 2018, by
_____, as _____ of the Elko Television District, on behalf of
said entity, as therein named.

NOTARY PUBLIC

Exhibit A
LEGAL DESCRIPTION FOR A UTILITY EASEMENT

A 15 foot wide strip of land within the southwest quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M., further described as being 7.5 feet on either side of the following described centerline;

Beginning at a point that bears South 3°23'45" East, a distance of 1,200.94 feet from the west quarter corner of said Section 16, and is along the north boundary and 7.5 feet from the northeast corner of an existing lease area for the Elko TV district;

Thence, North 0°47'53" West, a distance of 73.90 feet;

Thence, along a tangent circular curve to the left, with a radius of 145.00 feet, an arc length of 77.15 feet, and a central angle of 30°29'12";

Thence, North 31°17'05" West, a distance of 33.42 feet, more or less, to a point that lies 17.50 feet easterly of the westerly boundary of said southwest quarter of Section 16;

Thence, parallel to said westerly boundary of said southwest quarter of Section 16, North 0°47'53" West, a distance of 1,042.29 feet, more or less, to the southerly right of way of Interstate 80.

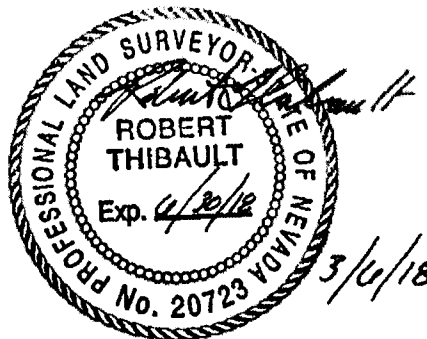
The sidelines of this easement shall be trimmed or extended as necessary to begin and end at the indicated boundaries.

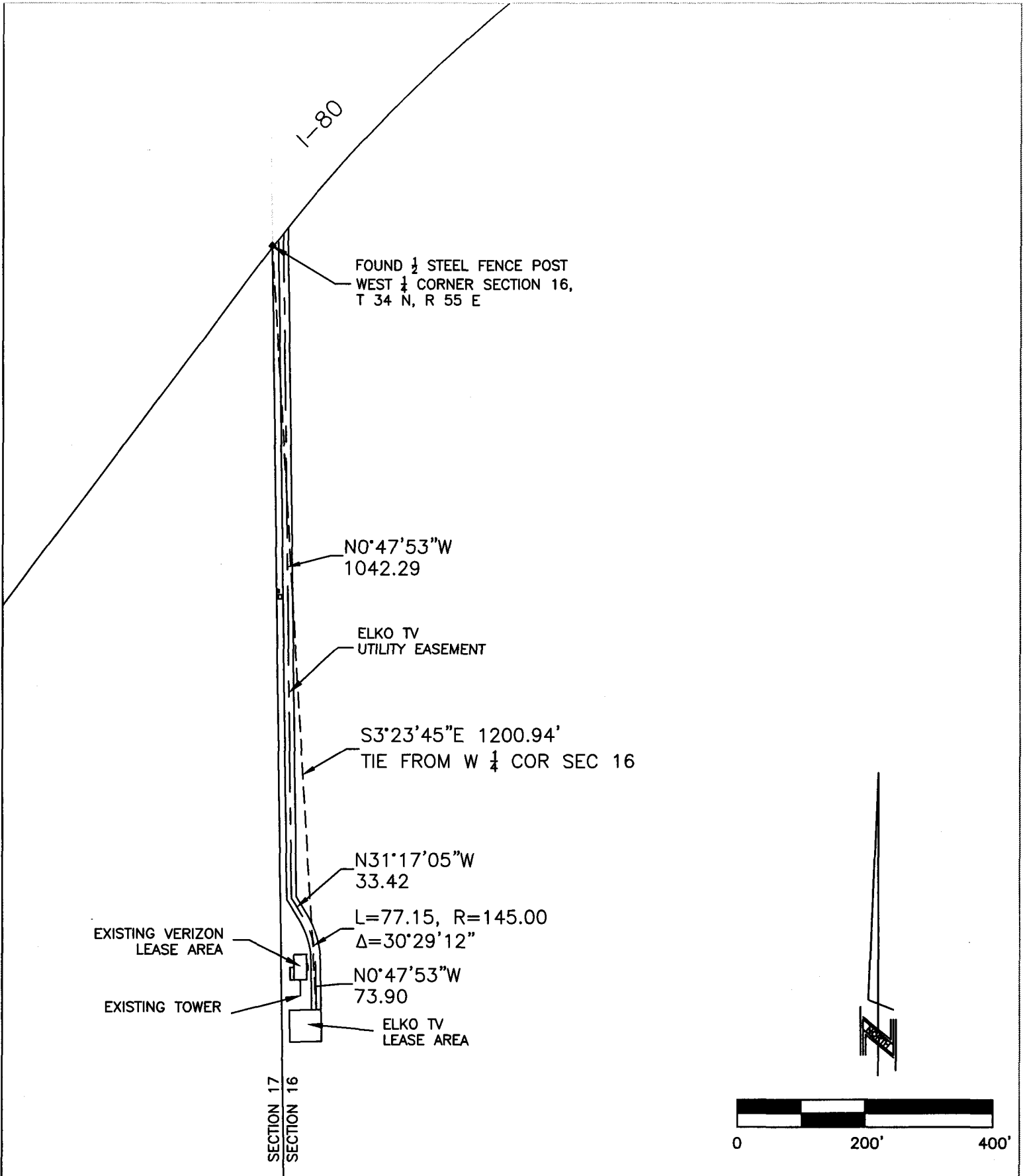
This area of land contains ±18,401 square feet.

The Basis of Bearings for this description is the westerly boundary of said southwest quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M. taken as North 0°47'53" West, as shown on the Parcel Map for City of Elko Nevada, recorded in the office of the Elko County Recorder as file no. 528401.

Description prepared by:

Robert Thibault, PE, PLS
City of Elko
Civil Engineer





CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89601
775-777-7210

SCALE
HORIZ 1"=200'
VERT _____
JOB No _____

EXHIBIT B
MAP OF ELKO TV DISTRICT
UTILITY EASEMENT

DESIGNED BY BT
DRAWN BY ADAM CSD 2017
CHECKED BY BT
DATE 3/9/2018

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

U:\Report\2018-Loose-working files\2018-LEASE-WATER-CORNER.dwg

Exhibit C
LEGAL DESCRIPTION FOR AN ACCESS EASEMENT

A 15 foot wide strip of land within the southwest quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M., further described as being 7.5 feet on either side of the following described centerline;

Beginning at a point that bears South 3°23'45" East, a distance of 1,200.94 feet from the west quarter corner of said Section 16, and is along the north boundary and 7.5 feet from the northeast corner of an existing lease area for the Elko TV district;

Thence, North 0°47'53" West, a distance of 73.90 feet;

Thence, along a tangent circular curve to the left, with a radius of 145.00 feet, an arc length of 77.15 feet, and a central angle of 30°29'12";

Thence, North 31°17'05" West, a distance of 33.42 feet, more or less, to a point that lies 17.50 feet easterly of the westerly boundary of said southwest quarter of Section 16;

Thence, parallel to said westerly boundary of said southwest quarter of Section 16, North 0°47'53" West, a distance of 1,002.92 feet, to the centerline of an existing dirt road;

Thence, following along the existing dirt road for the remainder of this description, North 33°30'53" East, a distance of 49.08 feet;

Thence, along a tangent circular curve to the right, with a radius of 600.00 feet, an arc length of 98.04 feet, and a central angle of 9°21'42";

Thence, North 42°52'36" East, a distance of 62.37 feet;

Thence, along a tangent circular curve to the right, with a radius of 420.00 feet, an arc length of 230.19 feet, and a central angle of 31°24'07";

Thence, North 74°16'43" East, a distance of 134.39 feet;

Thence, along a tangent circular curve to the right, with a radius of 210.00 feet, an arc length of 147.44 feet, and a central angle of 40°13'39";

Thence, South 65°29'38" East, a distance of 47.30 feet;

Thence, along a tangent circular curve to the left, with a radius of 226.01 feet, an arc length of 57.39 feet, and a central angle of 14°33'00";

Thence, along a tangent compound curve to the left, with a radius of 15.00 feet, an arc length of 23.03 feet, and a central angle of 87°58'38";

Thence, along a tangent reverse curve to the right, with a radius of 487.85 feet, an arc length of 413.53 feet, and a central angle of 48°34'02";

Thence, North 55°33'09" East, a distance of 107.34 feet, more or less, to the boundary of the airport parcel.

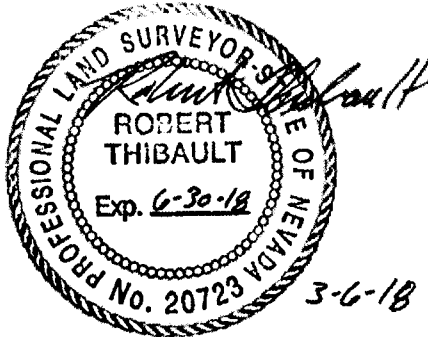
The sidelines of this easement shall be trimmed or extended as necessary to begin and end at the indicated boundaries.

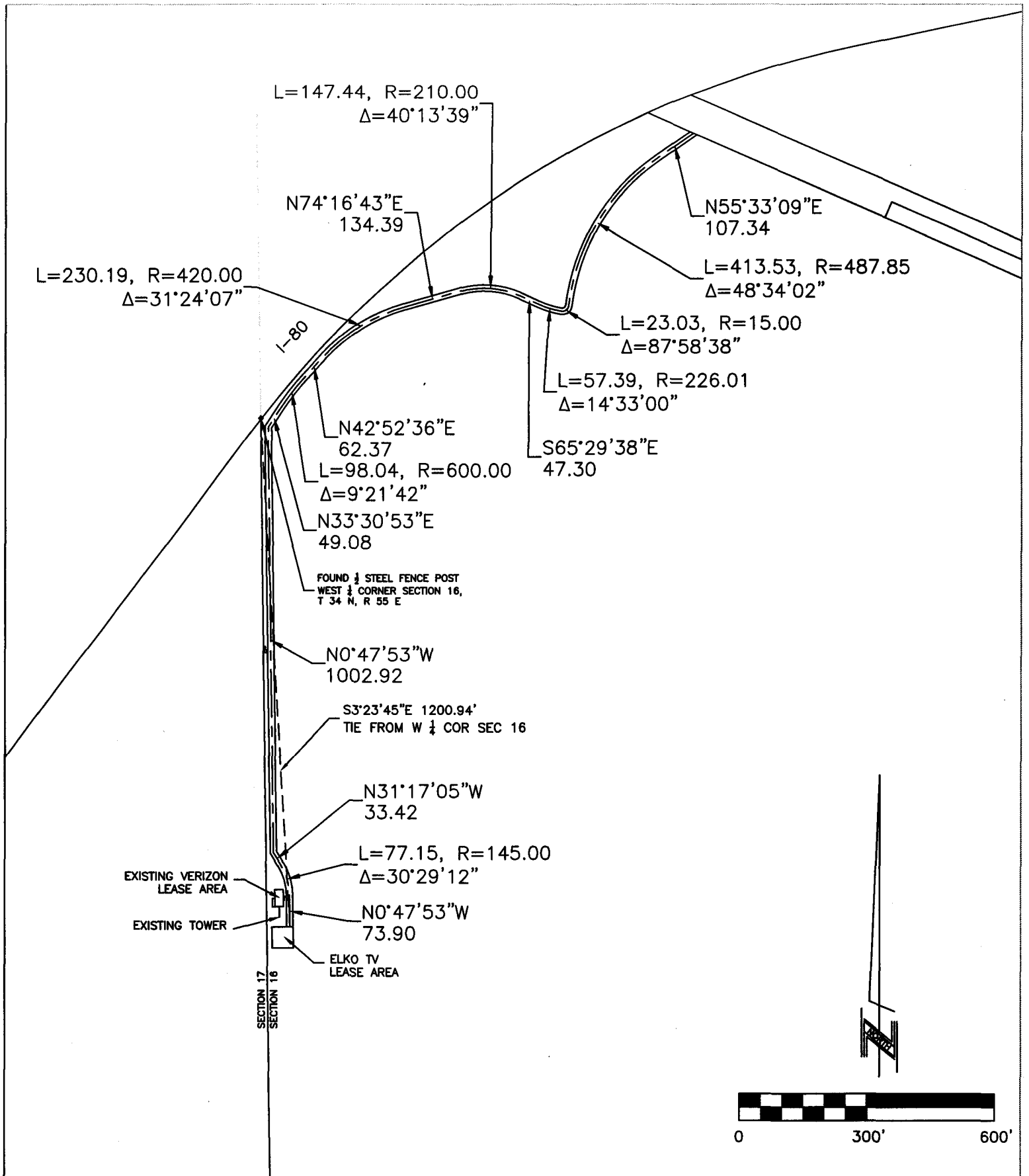
This area of land contains ±38,362 square feet.

The Basis of Bearings for this description is the westerly boundary of said southwest quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M. taken as North 0°47'53" West, as shown on the Parcel Map for City of Elko Nevada, recorded in the office of the Elko County Recorder as file no. 528401.

Description prepared by:

Robert Thibault, PE, PLS
City of Elko
Civil Engineer





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

SCALE
HORIZ 1"=300'
VERT _____
JOB No _____

EXHIBIT D MAP OF ELKO TV DISTRICT ACCESS EASEMENT

DESIGNED BY BT
DRAWN BY ACAD CSD 2017
CHECKED BY BT
DATE 3/8/2018

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

U:\Report\2018-Lease-working files\2018-LEASE-MASTER-DRAWING.dwg

**Elko City Council
Agenda Action Sheet**

1. Title: **Acceptance of resignation letter dated March 4, 2018 from Mr. Mike Creek, Airport Advisory Board and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information. **Mr. Mike Creek has served on the Airport Advisory Board for approximately 10 years. On March 13, 2008 Mr. Creek was appointed to the Advisory Board by City Council. The Elko Regional Airport would like to thank Mr. Creek for his years of service to the Board and the City of Elko. JF**
6. Budget Information: **N/A**
Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Resignation from Mr. Mike Creek**
9. Recommended Motion: **Move to accept resignation letter from Mr. Mike Creek from the Airport Advisory Board.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **Mr. Mike Creek**

March 4, 2018

Jim Foster
Airport Manager
City of Elko
975 Terminal Way
Elko, NV 89801

Dear Jim,

Please accept this letter of resignation from the Airport Advisory Board. I've very much enjoyed working with you, the previous Managers, the other board members, and the City Council, but find myself unable to continue due to employment outside of Elko County. My primary residence is still Elko and I continue to base an aircraft at the Elko Airport, however.

I've been employed at the Robison Mine in Ely, NV since April of last year and took on additional responsibilities there at the end of 2017. I'm in Elko most weekends, but find that I'm now unable to attend AAB meetings in Elko on week days.

Sincerely,


Mike Creek

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible authorization to advertise for a vacant position on the Airport Advisory Board, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information. **Mr. Mike Creek has resigned from the Airport Advisory Board. His 4-year term began on July 1, 2016. This advertisement would be to finish out this 4-year term, which will expire on July 1, 2020. JF**
6. Budget Information: **N/A**
Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to direct Staff to advertise for the vacant position on the Airport Advisory Board.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and issuing a regular Retail Liquor License to Jose Perez, dba Garibaldi's Mexican Restaurant, located at 1830 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Ratify a 30-day temporary Retail Liquor License and issuing a regular Retail Liquor License to Jose Perez, dba Garibaldi's Mexican Restaurant, located at 1830 Idaho Street, Elko, NV 89801.**
10. Prepared By: **Ben Reed, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jose Perez
603 Ridge Circle
Kimberly, ID 83341
garis1020@gmail.com**



ELKO POLICE DEPARTMENT

Ben Reed, Jr.
Police Chief

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



COPY

DATE: February 26, 2018
TO: Curtis Calder, City Manager
FROM: Ben Reed, Jr., Police Chief *BR*
SUBJECT: Retail Liquor License Application in the name of Garibaldi's Mexican Restaurant, located at 1830 Idaho Street, Elko, Nevada 89801

On February 14, 2018, Jose Perez made application for a Retail Liquor License in the name of Garibaldi's Mexican Restaurant, 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 Garibaldi's Mexican Restaurant, located at 1830 Idaho Street, Elko, Nevada 89801.

BR/tle

CC: Mayor Chris Johnson

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day temporary Retail Beer and Wine License and issuing a regular Retail Beer and Wine License to John Antista, dba Round Table Pizza, located at 2503 Mountain City Hwy #150, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 13, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Ratify a 30-day temporary Retail Beer and Wine License and issuing a regular Retail Beer and Wine License to John Antista, dba Round Table Pizza, located at 2503 Mountain City Hwy #150, Elko, NV 89801.**
10. Prepared By: **Ben Reed, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **John Antista
4890 Warren Way
Reno, NV 89509
jantista@yahoo.com**



ELKO POLICE DEPARTMENT

Ben Reed, Jr.
Police Chief

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



COPY

DATE: February 26, 2018
TO: Curtis Calder, City Manager
FROM: Ben Reed, Jr., Police Chief *BR*
SUBJECT: Retail Beer and Wine License Application in the name of Round Table Pizza, located at 2503 Mountain City Hwy #150, Elko, Nevada 89801

On February 15, 2018, John Antista made application for a Retail Beer and Wine License in the name of Round Table Pizza, located at the above address.

Mr. Antista has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Beer and Wine License Application in the name of Round Table Pizza, located at 2503 Mountain City Hwy #150, Elko, Nevada 89801.

BR/tle

CC: Mayor Chris Johnson