

CITY OF ELKO

Planning Department

Website: www.elkocitynv.gov Email: planning@elkocitynv.gov

1751 CollegeAvenue · Elko, Nevada 89801 · (775) 777-7160 · Fax (775) 777-7219

PUBLIC MEETING NOTICE

The City of Elko Redevelopment Agency will meet in a regular session on Tuesday, April 10, 2018 in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, beginning at 3:30 P.M., P.D.S.T.

Attached with this notice is the agenda for said meeting of the Redevelopment Agency. In accordance with NRS 241.020, the public notice and agenda were posted on the City of Elko Website at http://www.elkocitynv.gov/, the State of Nevada's Public Notice Website at https://notice.nv.gov, and in the following locations:

| ELKO COUNTY CO | OURTHOUSE- 571 Ida | ho Street, Street, Elko, NV 89801 | |
|-----------------------------|----------------------------|-----------------------------------|--|
| Date/Time Po | sted: <u>April 4, 2018</u> | 4:10 p.m. | |
| | | | |
| ELKO COUNTY LII | BRARY -720 Court St | reet, Elko, NV 89801 | |
| Date/Time Po | sted: April 4, 2018 | 4:05 <u>p</u> .m. | |
| | | | |
| ELKO POLICE DEP | ARTMENT- 1448 Silv | ver Street, Elko NV 89801 | |
| Date/Time Po | sted: April 4, 2018 | 4:20 p.m. | |
| | | | |
| ELKO CITY HALL- | - 1751 College Avenue | , Elko, NV 89801 | |
| Date/Time Po | sted: April 4, 2018 | 4:00 p.m | |
| | | Shall I what here | |
| Posted by: Shelby Archuleta | Planning Technician | Mental Architetta | |
| Name | Title | Signature | |
| | | | |

The public may contact Shelby Archuleta by phone at (775) 777-7160 or by email at sarchuleta@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is also available at Elko City Hall, 1751 College Avenue, Elko, NV, or on the City website at http://www.elkocitynv.gov/.

Dated this 4th day of April 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 City of Elko Planning Department, 1751 College Avenue, Elko, Nevada,898010rbyca1ling(775)777-7160.

Scott Wilkinson, Assistant City Manager

<u>CITY OF ELKO</u> <u>REDEVELOPMENT AGENCY</u> <u>REGULAR MEETING AGENDA</u> <u>3:30 P.M., P.D.S.T., TUESDAY, APRIL 10, 2018</u> <u>ELKO CITY HALL, COUNCIL CHAMBERS,</u> <u>1751 COLLEGE AVENUE, ELKO, NEVADA</u>

CALL TO ORDER

The agenda for this meeting of the City of Elko Redevelopment Agency (RDA) 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 meeting FOR POSSIBLE ACTION

I. NEW BUSINESS

A. Review, consideration, and possible approval to solicit bids for the Centennial Park Expansion project, and matters related thereto. FOR POSSIBLE ACTION

At the February 27, 2018 meeting, the RDA took action to approve an amendment to the RDA budget to fund Project #2 of Phase 1 of the downtown corridor project for \$250,000 and directed staff to develop the bid documents for the project. This project will consist of the expansion into 7th Street connecting the Chilton Centennial Tower to the existing park area.

B. Review, consideration and possible acceptance of the 400 Block Alley Project and matters related thereto. FOR POSSIBLE ACTION

At the August 8, 2017 Elko Redevelopment Agency meeting, the RDA awarded a contract to Great Basin Engineering Contractors, LLC for the 400 Block Alley Project. The project has been completed by Great Basin Engineering Contractors, LLC and staff recommends final acceptance of the project.

II. REPORTS

A. Budget

B. Other

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 Chairman or Vice Chairman reserves the right to change the order of the agenda and if the agenda is not completed, to recess the meeting and continue on another specified date and time. Additionally, the Redevelopment Agency 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,

Scott Wilkinson Assistant City Manager

<u>CITY OF ELKO</u> <u>REDEVELOPMENT AGENCY</u> <u>REGULAR MEETING MINUTES</u> <u>3:00 P.M., P.S.T., TUESDAY, FEBRUARY 27, 2018</u> <u>ELKO CITY HALL, COUNCIL CHAMBERS,</u> <u>1751 COLLEGE AVENUE, ELKO, NEVADA</u>

CALL TO ORDER

The meeting was called to order by Chris Johnson, Chairman of the City of Elko Redevelopment Agency (RDA).

ROLL CALL

- Present: John Rice Reece Keener Robert Schmidtlein Mayor Chris Johnson
- Excused: Mandy Simons
- City Staff: Curtis Calder, City Manager Scott Wilkinson, Assistant City Manager Cathy Laughlin, City Planner Shelby Archuleta, Planning Technician Bob Thibault, Civil Engineer Dennis Strickland, Public Works Director Jeremy Draper, Development Manager

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

There were no public comments made at this time.

APPROVAL OF MINUTES

January 9, 2018 – Regular meeting FOR POSSIBLE ACTION

The minutes were approved by general consent.

I. NEW BUSINESS

A. Review, consideration, and possible action to accept the 2017 Redevelopment Agency Annual Report, and matters related thereto. FOR POSSIBLE ACTION Pursuant to the provisions of NRS 279.586, the agency shall submit to the Director of the Legislative Counsel Bureau, for transmittal to the Legislature, and to the legislative body an annual report on a form prescribed by the Committee on Local Government Finance.

Cathy Laughlin, City Planner, explained that it is a requirement by NRS that a report is submitted every year. This report is for 2017. We send the report, along with a letter signed by the Mayor, to Legislative Bureau for the NRS. The Overlapping Tax Rate had not changed. The Redevelopment Area Tax Rate had not changed. The Assessed Valuation went down a little bit from last year, due to some abatements.

Mayor Chris Johnson asked what the total assessed valuation was for the City.

Scott Wilkinson, Assistant City Manager, said it was a lot.

Curtis Calder, City Manager, stated that Jonnye Jund could run a report to find out the exact amount.

Ms. Laughlin explained that it was not an easy task for her to get the annual assessed valuation from the County. The County provides a page that shows the entire district. It is a lump sum total of every single line item. The Annual Assessed Valuation of all parcels within the Redevelopment district is \$47,132,999. The Annual Assessed Valuation for 2016 was \$45,826,394, so it has increased. The 2018 will decrease due to some abatements.

Mr. Keener asked if the abatements were automatic, or if they are petitioned for.

Mr. Calder explained that it depended on what kind of abatement. Tax cap abatements for commercial is at 6 in Elko County, and residential is at 3, so if there was growth in assessed valuation above the 3 or the 6 that entire amount would get abated. It depends on how much the assessed valuation increases. There are also people who can go to the Board of Equalization and request a reduction in property tax based on reduced market value of their property, which is handled on a case-by-case basis at the Board of Equalization.

Mr. Wilkinson said there had been some disputes where they've reassessed on redeveloped property. He was aware of one that was being disputed. There are those type of issues out there, which would take several years to resolve depending on how aggressive the property owner, or developer, is.

***A motion was made by Reece Keener, seconded by John Rice to accept the 2017 Redevelopment Agency Annual Report.

*Motion passed unanimously. (4-0)

B. Review consideration, and possible action to amend the adopted 2017-2018 RDA budget to reallocate funds from the line item 'Balance Towards Savings' to increase storefront improvement grant funding by \$50,000 and fund project #2 of Phase 1 of the downtown corridor project for \$250,000, and matters related thereto. FOR POSSIBLE ACTION

Ms. Laughlin reported that the RAC had a great meeting in January. The topic of discussion was the Downtown Projects and how we can continue to move forward, as we have started to see some progress in the downtown. Recall the several meetings that were taken to prioritize the Redevelopment of the Downtown Corridor into projects. The projects were listed as Project 1 thru 6, for Phase 1, and Project 7 thru 10 for Phase 2. Project No. 1 was undergrounding the 7th Street overhead lines for \$200,000. That project is complete. Project No. 2 in the Centennial Park, the west block end of the Centennial Park. When staff originally recommended \$250,000 for the line item, it was based on the closure of 7th Street, the grinding of the asphalt, curbing, sidewalk, irrigation, new landscaping, etc. When it was evaluated with the RAC originally, the way they came up with \$138,000 was based on Project No. 3, which is the Block ends. They took the 4th, 5th, and 6th Street Block End, which was estimated at \$415,000 and divided that by three and came up with a cost of \$138,000 per block end. That's what was recommended and was the original approval by the RDA. Staff has looked back and they don't feel they can complete the project for \$138,000. Staff feels it would be more realistic to be at \$250,000, due to irrigation, landscaping, and the street closure. Staff recommended to the RAC that they move ahead with Project No. 2 and increase the budget back up to \$250,000, as staff recommended originally. RAC recommended bumping up the project to \$250,000 and moving forward with Project No. 2. The changes that the RAC has recommended to the 2017/2018 Budget was to: look at the original Storefront Program and increase it to \$100,000, which can be taken out of the end result of the project. We allocated \$250,000, total, to the Storefront Program; we have already approved \$62,000 of that. The additional \$50,000 increase could be from Year 5, which would eliminate Year 5 and push it into Year 2. They also recommend starting Project No. 2, the expansion of the Centennial Park, for \$250,000. That would leave a remaining balance of \$460,346, which would be enough to complete Project No. 3 once the year is complete and revenues in the book.

Robert Schmidtlein said in regards to the estimated \$250,000. He asked if prevailing wage had moved, if it was above \$100,000, or if it was still at \$250,000.

Ms. Laughlin explained that for any RDA Project prevailing wage was after \$100,000. She added that staff had looked at this and evaluated what could be done in house. Staff is doing the design and looking at doing the storm drain replacement. They are looking at every possible way to save money to get the project completed.

Mr. Schmidtlein asked if they could piece it out, and keep all the pieces under \$100,000, or if they looked at full scope.

Mr. Wilkinson said staff would evaluate that and the time of year would drive that. He thought the irrigation design was completed. Therefore, some money has already been saved; the asphalt had already been ground in house. He thought, based on the timing, staff may do the concrete, the flat work, sooner rather than later. We're not trying to get around prevailing wage, but trying to figure out what makes sense based on the time of year.

Mr. Schmidtlein asked what type of curb was going to be on the edge of the parking lot. (Vertical) He was thinking when people leave the parking lot the curb needed to be rounded, because if it's squared off people will drive over it. Somehow, the design needs to be changed a tiny bit and the same thing on the other side for people turning in. Mr. Wilkinson thought that was a good catch, especially with the bigger vehicles and the drive isles.

Mayor Johnson said looked like, this year, the RDA could end up with an ending fund balance of \$787,000.

Ms. Laughlin explained that she included in the packet the RDA Revenue Projections at 2% and 3%, so that you can see that at a 3% and at a 2%, we are trending at 190% higher than what was anticipated. We have seen great results from the RDA.

Mr. Wilkinson thought it was important to keep in mind that the NRS requires that the RDA demonstrate that they can fund projects as they consider them. The projected revenues provide that finding.

Ms. Laughlin reported that the balance to date was \$827,199. That is not for the remainder of the year for the income. That amount is listed as available and the request is for \$300,000, due to \$250,000 for Project No. 2 and \$50,000 for the Storefront Program.

Mayor Johnson said it was a pretty healthy balance. It wouldn't be a bad thing if the RDA continued to bank the money. He asked if they should consider being more aggressive on a project, or if they should take on another project.

Mr. Wilkinson said the RAC had a recommendation to move right into Project No. 3 in the next year, which would be the block end extensions. In that case, a considerable portion of the revenues would be spent as they came in, if the RDA chose to do that over the next fiscal year.

Mr. Rice liked the idea of keeping projects visible, because the community gets to see what they've invested in.

Mr. Wilkinson said that the DBA has expressed considerable interest in the park project and they have continued to express an interest in collaborating with the City on certain aspects of the park development. They are viewing the park as a significant improvement in the downtown area.

Mr. Keener asked if the DBA was able to secure the concert series that they were looking at. (No)

Jeff Dalling, 3022 Callie Court, said that the DBA didn't get the actual concert series, but they are going to grab them in between stops. They got the grant, so they are going to use that money to bring them to town in between their scheduled stops.

Mr. Keener asked if the idea was to have it downtown. (Yes)

Mr. Schmidtlein asked if the RDA was able to partner with private business/DBA. Because the Stockmen's parking lot is like driving on Mars. Stockmen's may own it, but the entire downtown community utilizes the benefits of it. He hears many complaints about it.

Ms. Laughlin explained that she sent a letter to the general manager and requested a meeting, and she never heard back.

Mr. Schmidtlein asked if Ms. Laughlin would try to reach out to them again.

Ms. Laughlin said she would. Her goal was to approach them with a partnership. In the RDA Plan, there is an entire chapter on Public-Private Partnerships, and this would fall right under that.

Mr. Schmidtlein thought the DBA would walk into that as well.

Mr. Wilkinson explained that that has been a project on City Manager's list since the Redevelopment Agency was initiated. Mr. Wilkinson said he hears about this parking lot and the one by the Post Dffice monthly from the City Manager.

Ms. Laughlin went back to the question and comment that Mr. Rice had. She wanted to state that as a Redevelopment Agency they belong to the Redevelopment Association of Nevada. She relies on those individuals that belong to that group for information constantly. She reached out to them before it was put on the agenda for the RAC Meeting, on saving or spending. She asked what they did throughout the state, because they have had redevelopment agencies and areas for way longer than we have. They All stated to spend it at the beginning and reap the benefits for the rest of the time. If you're going to save up the funds and do a big project at the end, then you won't be able to reap the benefits because you won't have increased growth in the tax revenue. They said spend it at the beginning. They allocate 50 to 70% of their budget to partnerships with private business owners. They develop that relationship, everyone improves their property, and more growth comes into the area.

*** A motion was made by Councilman John Rice, Seconded by Councilman Reece Keener to adopt the amended 2017/2018 Redevelopment Agency Fiscal Budget.

*Motion passed unanimously. (4-0)

After the motion and before the vote Mayor Johnson thought it was a conversation to keep. He brought up at the RAC meeting what they wanted Elko to be at the end of the RDA, and then work back and see if they are meeting the goals. He saw having a nice area, nice parking, nice infrastructure, and nice storefronts. If they work that way then it helps to set what they should be doing now to get there. It's impressive to see the increase in assessed valuation, and to see what the area is providing. He thought it was a great move to put down the slurry seal, and asked if they are due for another one, or if they should start thinking of new asphalt.

Mr. Rice pointed out that they had some showcase projects...

Dennis Strickland, Public Works Director, explained that he looked at the micro on a couple blocks a few years ago, but it had not been considered this year for the two that they omitted.

Mayor Johnson asked if there were two they didn't do.

Mr. Strickland said they didn't do Stockmen's and the one in front of the movie theater, because of the centennial work that was going on.

Mayor Johnson asked if it was only done one time, or two.

Mr. Strickland explained that they did everything once, and then the other blocks twice. They need to look at it, but it won't happen this year because of the Public Works' workload.

*Council then voted on the motion.

II. REPORTS

- A. Budget
- B. Other

COMMENTS BY THE GENERAL PUBLIC

There were no public comments made at this time

ADJOURNMENT

There being no further business, the meeting was adjourned.

Mayor Chris J. Johnson, Chairman Redevelopment Agency City of Elko Redevelopment Agency Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval to solicit bids for the Centennial Park Expansion project, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018

3. Agenda Category: NEW BUSINESS

- 4. Time Required: 10 minutes
- 5. Background Information: At the February 27, 2018 meeting, the RDA took action to approve an amendment to the RDA budget to fund Project #2 of Phase 1 of the downtown corridor project for \$250,000 and directed staff to develop the bid documents for the project. This project will consist of the expansion into 7th Street connecting the Chilton Centennial Tower to the existing park area.
- 6. Budget Information:

Appropriation Required: \$250,000 Budget amount available: \$250,000 Fund name: Redevelopment Agency

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Bid documents/plans
- 9. Recommended Motion: Authorize staff to solicit bids on the project.
- 10. Prepared By: Cathy Laughlin, City Planner/Redevelopment Manager
- 11. Committee/Other Agency Review:
- 12. Agency Action:
- 13. Agenda Distribution:



OWNER/DEVELOPER: CITY OF ELKO ATTN: MR. BOB THIBAULT 1751 COLLEGE AVE. ELKO, NV 89801 PH.: (775) 777-7110 FAX: (775) 774-7119



ENGINEER



1751 COLLEGE AVE. ELKO, NV 89801 PH.: (775) 777-7110 FAX: (775) 774-7119



GENERAL NOTES:

- 1. IN GENERAL HYDRANTS SHOULD BE LOCATED A MINIMUM DISTANCE OF SIX FEET FROM ABOVE GROUND 18. ALL SANITARY SEWER MAINS SHALL BE A MINIMUM OF 8" SDR 35 PVC (GREEN) PIPE. ALL RESIDENTIAL UTILITIES.
- 2. WATER TAPS ONTO THE WATER MAIN ARE TO BE IN ACCORDANCE WITH CITY DETAIL U-12.1
- 3. WATER TAPS ONTO THE WATER MAIN ARE TO BE A MINIMUM OF SIX FEET FROM HYDRANT TAPS
- 4. ABOVE GROUND UTILITIES ARE NOT PERMITTED WITHIN THE RIGHT-OF-WAY.
- 5. THE OWNER WILL PROVIDE AN AS-BUILT TO THE CITY OF ELKO. THE AS-BUILT WILL INCLUDE ALL RELEVANT 20. ALL CONSTRUCTION TO BE AWWA C-600 OR AWWA C-605 COMPLIANT AS APPROPRIATE. QUALITY ASSURANCE AND QUALITY CONTROL INFORMATION AND BE STAMPED BY A PROPERLY LICENSED PROFESSIONAL ENGINEER. THE CONTRACTOR SHALL WORK WITH THE PROJECT ENGINEER TO ENSURE ACCURATE AS-BUILT CAN BE GENERATED AND SUBMITTED TO THE CITY OF ELKO BY THE PROJECT ENGINEER
- 6. THE CONTRACTOR SHALL HAVE A STAMPED AGENCY APPROVED SET OF PLANS AT THE WORK SITE DURING CONSTRUCTION. CONSTRUCTION SHALL NOT PROCEED UNTIL THIS SET OF PLANS IS ISSUED WITH INCLUDED REVISIONS AND COMMENTS MADE BY THE AGENCIES.
- 7. THE CONTRACTOR SHALL MAINTAIN A 24-HOUR DUST CONTROL PROGRAM INCLUDING WATERING OF OPEN AREAS. DUST CONTROL PROGRAM SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE, COUNTY AND CITY 24. ALL WATER SERVICE LINES SHALL BE 1" COPPER TUBE SIZE (CTS), RATED 200 PSI POLYETHYLENE UNLESS CODES AND ORDINANCES.
- 8. THE CONTRACTOR SHALL MAINTAIN AN ONGOING PROCESS FOR REMOVAL OF SPILLAGE OF EXCAVATED MATERIAL ON ALL PAVED STREETS.
- 9. ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS & DETAILS FOR PUBLIC WORKS CONSTRUCTION-"ORANGE BOOK" AS PUBLISHED BY THE WASHOE COUNTY RTC
- 10. ALL AREAS DISTURBED AND LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE STABILIZED BY THE APPLICATION OF A DUST PALLIATIVE. ALL AREAS LEFT UNDEVELOPED FOR A PERIOD OF 27. BEFORE BEING CERTIFIED BY AN ENGINEER OR ACCEPTED BY THE CITY OF ELKO, ANY NEW SEWER MORE THAN 90 DAYS SHALL BE HYDRO-SEEDED WITH AN APPROVED SEED MIX AND TACKIFIER AND SHALL BE IRRIGATED UNTIL FIRMLY ESTABLISHED AS APPROVED BY THE CITY OF ELKO
- 11. THE CONTRACTOR SHALL VERIFY IN THE FIELD, ALL ELEVATIONS, DIMENSIONS, FLOW LINES, EXISTING CONDITIONS, AND POINTS OF CONNECTIONS WITH ADJOINING PROPERTY (PUBLIC OR PRIVATE), ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT ENGINEER BEFORE PROCEEDING WITH THE WORK
- 12. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, THE SOILS ENGINEER, THE CITY OF ELKO, AND ALL UTILITY
- 13. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICES ALERT AT 1.800.227.2600 AT LEAST 48 HOURS PRIOR TO EXCAVATION COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION. IT SHALL BE THE CONTRACTOR RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES FOR LOCATIONS PRIOR TO CONSTRUCTION. HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY.
- 15. ALL UTILITY TRENCHES SHALL CONFORM TO NEVADA ENERGY, SATVIEW, FRONTIER COMMUNICATIONS. AND SOUTHWEST GAS SPECIFICATIONS. CONTRACTOR TO COORDINATE INSTALLATION OF ALL UTILITY TRENCHES WITH LOCAL UTILITIES
- 16. CONTRACTOR TO OBTAIN A STREET CUT PERMIT FROM THE PUBLIC WORKS DEPARTMENT AND PAY ANY APPLICABLE FEES TO THE CITY OF ELKO PRIOR TO EXCAVATING WITHIN THE CITY RIGHT OF WAY.
- 17. AT ALL POINTS WHERE SEWER (SANITARY OR STORM). WATER MAINS AND LATERALS CROSS, VERTICAL AND HORIZONTAL SEPARATION SHALL BE MAINTAINED PER NAC. ENGINEER AND CONTRACTOR TO REFERENCE SECTION 445A.6715 TO SECTION 445A.6718 OF THE NEVADA ADMINISTRATIVE CODE FOR UTILITY SEPARATION AND CLEARANCES.

- SANITARY SEWER LATERALS SHALL BE 4" SDR 35 PVC PIPE WITH A 2% SLOPE MINIMUM UNLESS OTHERWISE SHOWN. ALL COMMERCIAL SANITARY SEWER LATERALS SHALL BE 6" SDR 35 PVC PIPE WITH A 2% SLOPE MINIMUM UNLESS OTHERWISE SHOWN.
- DUCTILE IRON PIPE, WITH POLYETHYLENE ENCASEMENT, OR DR 18 C900 PVC PIPE, UNLESS OTHERWISE SHOWN
- 21. MINIMUM COVER OVER THE WATER MAIN SHALL BE 42".
- 22. THE CITY OF ELKO UTILITY DEPARTMENT SHALL BE CONTACTED TO PERFORM ALL TAPS ONTO CITY OF ELKO UTILITIES.
- 23. THE CITY OF ELKO UTILITY DEPARTMENT SHALL BE CONTACTED FOR AUTHORIZATION TO PLACE ANY NEW WATER SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS AND VALVED SECTIONS INTO SERVICE FOR TESTING OR FINAL ACCEPTANCE.
- OTHERWISE SHOWN.

BEFORE BEING CERTIFIED BY AN ENGINEER OR ACCEPTED BY THE CITY OF ELKO, ANY NEW WATER 25 SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS AND VALVED SECTIONS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C-651, "DISINFECTING WATER MAINS".

26. BEFORE BEING CERTIFIED BY AN ENGINEER OR ACCEPTED BY THE CITY OF ELKO, ANY NEW WATER SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS AND VALVED SECTIONS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH NAC445A.67145.7 (A) AND (B).

SYSTEMS, EXTENSIONS, REPLACEMENTS IN EXISTING SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION; LATEST EDITION 28. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED BY THE CONTRACTOR AND APPROVED BY THE CITY OF

- ELKO PRIOR TO CONSTRUCTION.
- BUILDING IN ACCORDANCE WITH CITY OF ELKO REQUIREMENTS.
- THE ORANGE BOOK AND SHALL BE A CITY APPROVED MIX DESIGN.
- REQUIRING TWO SETS OF CONSECUTIVE SAMPLES AT LEAST 24 HOURS APART FROM EVERY 1200 FEET OF MAIN.

CITY OF ELKO CENTENNIAL PARK EXPANSION

VICINITY MAP

BASIS OF BEARING:

NORTH AMERICAN DATUM OF 1983/2007 PER THE NATIONAL GEODETIC SURVEY'S (NGS) PUBLISHED COORDINATES FOR NGS STATION "FUZZY", A STANDARD BRONZE DISK STAMPED "FUZZY 1957" SET IN THE TOP OF A ROUND CONCRETE POST WHICH PROJECTS 2 INCHES ABOVE THE GROUND, OF LATITUDE 40° 54' 25.01325"N, LONGITUDE 115° 41' 47.52810"W AND NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE GRID COORDINATES OF 28,488,522.75N, 624,878.27E. GROUND COORDINATES ARE USED HEREIN AND REFLECT GRID COORDINATES MULTIPLIED BY THE CITY OF ELKO ACCEPTED COMBINED GRID TO GROUND SCALE FACTOR OF 1.000357 WITH THE RESULTING GROUND COORDINATES FOR NGS "FUZZY" BEING 28,498,693.15N, 625,101.35E.

BASIS OF ELEVATION:

NORTH AMERICAN VERTICAL DATUM OF 1988, PER THE NATIONAL GEODETIC SURVEY'S (NGS) PUBLISHED ELEVATION FOR NGS BENCHMARK B 52, A STABILITY CLASS A MARK STAMPED "B 52 1934" SET VERTICALLY IN THE NORTHWEST WALL OF THE ELKO MAIN POST OFFICE (BRICK WITH STONE CORNERS), 0,9 FOOT SOUTHWEST OF THE NORTH CORNER, AND 4 FEET ABOVE THE GROUND.

ABBREVIATION

| GB | GRADE BREAK | R | RADIUS |
|-----------|--------------------------------------|----------|------------|
| ĞDW | GRAVEL DRIVEWAY | RCP | REINFORCE |
| GD | GROUND | REF | REFERENCE |
| GV | GATE VALVE | RET | CURB RETU |
| H | HANDICAPPED | RP | RADIUS PC |
| HGI | HYDRAULIC GRADE LINE | RT | RIGHT |
| HORIZ | HORIZONTAL | R/W. ROW | RIGHT-OF- |
| HP | HIGH POINT | S= | SLOPE (FT |
| ID | INSIDE DIAMETER | S | SOUTH |
| IF | | SD | STORM DR. |
| INT | INTERSECTION | SDMH | STORM DR. |
| IRR | IRRIGATION | SI | STREET LIC |
| LAT | LATERAL | SS | SANITARY |
| I F | LINFAR FFFT | SSCO | SANITARY |
| I P | LOW POINT | SSMH | SANITARY |
| L. I T | IFFT | SSPWC | STANDARD |
| MAX | MAXIMUM | STA | STATION |
| MDD | MAXIMUM DRY DENSITY | SW | SIDEWALK |
| MH | MANHOLF | TELE | TELEPHONE |
| MIN | MINIMUM | TBO | TEMPORAR |
| MJ | MECHANICAL JOINT | TC | TOP OF CL |
| MMD | MAXIMUM MARSHALL DENSITY | TG | TO GRADE |
| MUTCD | MANUAL FOR TRAFFIC CONTROL DEVICES | TOB | TOP OF BE |
| N | NORTH | TF. TOF | TOP OF FC |
| NAP | NOT A PART | TW. TOW | TOP OF W |
| NIP | NOT IN PROJECT | TS | TRAFFIC SI |
| NTS | NOT TO SCALE | TSCB | TRAFFIC SI |
| OC | ON CENTER | TR | TOP OF RA |
| OD | OUTSIDE DIAMETER | TRANS | TRANSITION |
| OH | OVERHEAD | TYP | TYPICAL |
| (P) | PROPOSED | UG/P | UNDER GRO |
| PCC | PORTLAND CEMENT CONCRETE | UNÓ | UNLESS NO |
| PG | PAD GRADE | V5 | VELOCITY / |
| PI | POINT OF INTERSECTION | VČ | VERTICAL (|
| PIVC | POINT OF INTERSECTION VERTICAL CURVE | VEL | VELOCITY |
| PL | PROPERTY LINE | VERT | VERTICAL |
| POCC | POINT OF COMPOUND CURVATURE | VG | VALLEY GU |
| POT | POINT OF TANGENCY | W | WEST |
| PP | POWER POLE | W/G | WATER ANI |
| PRC | POINT OF REVERSE CURVE | WL | WATER LIN |
| PRVC | POINT OF REVERSE VERTICAL CURVE | WM | WATER ME |
| PVC | POLYVINYL CHLORIDE | WS | WATER SUF |
| PVMT | PAVEMENT | WV | WATER VAI |
| Q5 | 5 YEAR PEAK FLOW | WWF | WELDED WI |
| Q100 | 100 YEAR PEAK FLOW | | |
| | | | |

LOCATION MAP

19. ALL WATER MAINS SHALL BE A MINIMUM 10" DIAMETER, THICKNESS CLASS 50 OR PRESSURE CLASS 350

29. GRADING AROUND BUILDINGS TO BE DONE IN A MANNER AS TO PROVIDE POSITIVE DRAINAGE AWAY FROM

30. ALL CONCRETE PLACED IN THE CITY OF ELKO RIGHT OF WAY SHALL COMPLY WITH THE LATEST EDITION OF

31. ALL WATER MAIN EXTENSIONS ARE TO BE TESTED IN ACCORDANCE WITH AWWA STANDARD C651

ASPHALT CONCRETE ASBESTOS CEMENT PIPE AGGREGATE BEGIN CURVE (HORIZONTAL) BACK OF WALK BOW BF, BOF BOTTOM OF FOOTING BUTTERFLY VALVE BEGIN VERTICAL CURVE BOTH WAYS CATCH BASIN CUBIC FEET PER SECOND C&G CURB AND GUTTER CENTER LINE CLASS CORRUGATED METAL PIPE COMP COMPACTION CONC CONCRETE CONTR/CTR CONTRACTOR CONCRETE PAD CTV CABLE TELEVISION DROP INLET DIAMETER DWY DRIVEWAY EAST EACH END CURVE (HORIZONTAL) ELBOW ELEC ELECTRICAL ELEV ELEVATION EVC END VERTICAL CURVE EX, EXIST, (E) EXISTING EXTERIOR FCA FLANGE COUPLING ADAPTER FINISH ELEVATION FLARED END SECTION FINISH FLOOR FRONT FACE OF CURB

ACP

AGO

BVC

BW

CB

cfs

CMF

DIA

EXT

FES

FFC

FG

FLG

fps FTG

GALV

BC

FINISH GRADE FIRE HYDRANT FLOW LINE FLANGE FEET PER SECOND FOOTING GAS GALVANIZED



EXISTING SSCO O O

| LEGEND | |
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| | PROPOSED |
| STREET LIGHT | $\mathbb{R}_{\mathbb{O}}$ |
| POWER POLE | -0- |
| ELECTRICAL BOX | Ε |
| WATER VALVE | × |
| GAS VALVE | GV |
| FIRE HYDRANT | X |
| TELEPHONE MANHOLE | T |
| TELEPHONE BOX | T/S |
| SEWER CLEANOUT | SSCO O O |
| SURVEY MONUMENT | ۲ |
| SIGN | |
| | |

EINFORCED CONCRETE PIPE EFERENCE URB RETURN ADIUS POINT GHT-OF-WAY _OPE (FT./FT.) TORM DRAIN TORM DRAIN MANHOLE TREET LIGHT ANITARY SEWER ANITARY SEWER CLEAN OUT ANITARY SEWER MANHOLE TANDARD SPEC. for PUBLIC WORKS CONST. ELEPHONE EMPORARY BLOW OFF VALVE TOP OF CURB) GRADE OP OF BERM TOP OF FOOTING TOP OF WALL RAFFIC SIGNAL RAFFIC SIGNAL CONTROL BOX TOP OF RAIL RANSITION

INDER GROUND POWER JNLESS NOTED OTHERWISE ELOCITY AT 5 YEAR PEAK ERTICAL CURVE

ALLEY GUTTER ATER AND GAS ATER LINE ATER METER ATER SURFACE ATER VALVE ELDED WIRE FABRIC

SHEET INDEX:

| | C1 |
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| | 01 |
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| | |

















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CITY OF ELKO GENERAL IRRIGATION NOTES:

EXCAVATION AND BACKFILL:

- 1. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL LOCATE ALL ELECTRICAL CABLES, CONDUITS AND OTHER UTILITIES SO THAT PROPER PRECAUTIONS MAY BE TAKEN TO NOT DISTURB OR DAMAGE SUCH IMPROVEMENTS. IN THE EVENT OF A CONFLICT BETWEEN SUCH LINES AND IRRIGATION LINE LOCATIONS, PROMPTLY NOTIFY THE CITY OF ELKO PARKS DEPARTMENT. FAILURE TO FOLLOW THIS PROCEDURE PLACES THE RESPONSIBILITY AND EXPENSE UPON THE CONTRACTOR FOR MAKING ANY AND ALL REPAIRS.
- 2. TRENCHES FOR IRRIGATION PIPE (PLASTIC, BRASS, POLY, AND/OR GALVANIZED) SHALL BE EXCAVATED TO A MINIMUM DEPTH AS SPECIFIED FOR ALL MAIN AND LATERAL LINES. BACK FILL OF TRENCHES SHALL BE THOROUGHLY COMPACTED AND LEVEL WITH THE ADJACENT GROUND. SELECTED FILL DIRT OR SAND SHALL BE USED IF SOIL CONDITIONS ARE ROCKY OR OBSTRUCTIVE. TRENCHING DEPTH SHALL BE TWO (2) INCHES BELOW NORMAL TRENCH DEPTH TO ALLOW FOR PROPER PIPE BEDDING.
- 3. THE CONTRACTOR SHALL COORDINATE AND RECEIVE APPROVAL FROM THE CITY OF ELKO STREETS DEPARTMENT FOR ANY EXCAVATION, IN OR UNDER THE ROADWAY, CURB, GUTTER AND/OR SIDEWALK.

PIPE AND TUBE:

- 4. SLEEVING: ALL PIPING UNDER PAVEMENT OR CONCRETE SHALL BE INSTALLED IN SLEEVES PER SPECIFICATIONS. SLEEVE DIAMETER SHALL BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE PIPE WITHIN THE SLEEVE. SLEEVES SHALL BE EXTENDED SIX (6) INCHES BEYOND THE EDGE OF THE PAVEMENT. WIRE OR CABLE SHALL NOT BE INSTALLED IN THE SAME SLEEVE AS PIPING, WIRE SHALL BE INSTALLED IN SEPARATE SLEEVES. SLEEVES SHALL BE INSTALLED PER SPECIFICATION.
- 5. PLASTIC PIPE AND TUBING: ALL PVC PIPE SHALL BE SCHEDULE 40.
- 6. PLASTIC FITTINGS AND CONNECTIONS: ALL PLASTIC PIPE FITTING SHALL BE SUITABLE FOR EITHER SOLVENT WELD OR THREADED CONNECTIONS. FITTINGS SHALL BE LASCO, DURA, OR SPEARS FACTORY ASSEMBLED FITTINGS OR APPROVED EQUIVALENT. ALL FITTINGS SHALL BE SCHEDULE 40 PVC EXCEPT FOR MAIN LINE FITTINGS, WHICH SHALL BE SCHEDULE 80 PVC. WHEN CONNECTION REQUIRES PLASTIC TO METAL, SCHEDULE 80 FEMALE ADAPTERS SHALL BE USED. THE FEMALE ADAPTER SHALL BE HAND TIGHTENED, PLUS ONE TURN, WITH A STRAP WRENCH. ALL THREADED JOINTS ARE TO BE TAPED WITH TEFLON TAPE. ALL PVC SLIP JOINTS SHALL BE PRIMED PRIOR TO BEING GLUED. PRIMER SHALL BE WELDON P-70 OR APPROVED EQUIVALENT. GLUE SHALL BE WELDON 711, GRAY HEAVY BODIED FAST SEAL OR APPROVED EQUIVALENT. BURRS AT CUT ENDS SHALL BE REMOVED PRIOR TO INSTALLATION TO NECESSITATE A SMOOTH UNOBSTRUCTED JOINT.
- 7. PRIOR TO THE INSTALLATION OF SPRINKLER HEADS, CONTROL VALVES SHALL BE OPENED WITH A FULL HEAD OF WATER TO FLUSH OUT THE SYSTEM. SPRINKLER MAIN LINES SHALL BE TESTED BEFORE BACKFILLING FOR PERIOD OF NOT LESS THAN TWO HOURS, AND SHALL SHOW NO LEAKAGE OR LOSS OF PRESSURE.
- 8. WIRING: ALL WIRING AND PULL BOXES MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE; NEVADA STATE UNIFORM BUILDING CODE; AND RECOMMENDATIONS BY THE PARKS DEPARTMENT OR BUILDING DEPARTMENT.
- 9. ALL WIRING IS TO BE CONTINUOUS. IF SPLICES ARE NECESSARY THEY ARE TO BE IN A MINIMUM OF TEN-INCH (10) ROUND VALVE BOX WITH A 3M "DBR" OR "DBY" DRY SPLICE OR APPROVED EQUIVALENT.

SPRINKLER HEADS, GATE VALVES AND QUICK COUPLERS:

- 10.SPRINKLER HEADS: ALL SPRINKLER HEADS SHALL BE SET TO GRADE AND PERPENDICULAR TO THE FINISHED GRADES UNLESS OTHERWISE SPECIFIED. HEADS ADJACENT TO CURBS AND WALKS SHALL BE 1/2" TO 1" AWAY FROM THE CUB OR WALKWAY. ALL NOZZLES SHALL BE TIGHTENED AND ADJUSTED FOR THE PROPER RADIUS, ARC, AND FLOW RATE.
- 11. GATE VALVES: ALL GATE VALVES SHALL BE RESILIENT WEDGE WITH SQUARE KEY OF DOMESTIC MANUFACTURE WITH NON-RISING STEM: 200LB. WATER, OIL, GAS RATED (I.E. MILWAUKEE SERIES 105 GATE VALVE OR EQUIVALENT). ALL GATE VALVES SHALL BE INSTALLED WITH VALVE BOXES. SIX (6) INCH OR TWELVE (12) INCH EXTENSIONS SHALL BE ADDED WHEN NECESSARY TO BRING THE VALVE BOXES LEVEL WITH THE FINISHED GRADE.
- 12.QUICK COUPLING VALVES: A QUICK COUPLING VALVE SHALL BE INSTALLED ON ALL MAIN LINES IMMEDIATELY AFTER THE BACKFLOW PREVENTION DEVICE. ADDITIONAL QUICK COUPLER VALVES MAY BE REQUIRED AS NEEDED TO ACCOMMODATE WINTERIZATION AND FLUSHING OPERATIONS. QUICK COUPLER VALVES SHALL BE RAINBIRD #44RC OR 33DC AND INSTALLED IN A TEN (10) INCH ROUND VALVE BOX. ALL QUICK COUPLING VALVE KEYS SHALL BE RAINBIRD 44K OR 33DK. A KEY SHALL BE PROVIDED TO THE OWNER AT THE COMPLETION OF THE PROJECT.
- 13.SPRINKLER RISERS: SPRAY POP-UP SPRINKLERS SHALL HAVE A DOUBLE SWING JOINT RISER CONSTRUCTED OF FUNNY PIPE, BARBED FITTINGS AND MARLEX STREET ELLS ON THE HEAD SIDE.

IRRIGATION CONTROLLER:

- 14. IRRIGATION CONTROLLER IS EXISTING AND SHALL BE RELOCATED TO NEW PEDESTAL AS SHOWN ON IRRIGATION PLAN DRAWING (L401). CONTRACTOR TO COORDINATE WITH OWNER WHEN RELOCATING CONTROLLER. ALL CONTROLLERS SHALL BE MOUNTED IN VANDAL PROOF AND WEATHER PROOF BOXES. CONTROLLER LOCATION MUST BE APPROVED BY THE PARKS DEPARTMENT PRIOR TO INSTALLATION.
- 15. THE CITY IS PROVIDING METERED 110 VOLT (20 AMP MINIMUM) ELECTRICAL SERVICE, BREAKER, METER BASE AND POWER DISCONNECT FOR THIS PROJECT. ALL 110 WIRE MUST BE IN CONDUIT AND BURIED AT LEAST TWENTY FOUR (24) INCHES DEEP.
- 16. ALL CONTROL WIRES MUST BE 14 GAUGE SOLID CORE (MINIMUM), RUN IN THE MAIN LINE TRENCH AND BE TAPED TO THE MAIN LINE EVERY TEN (10) FEET. WHERE IT IS NOT POSSIBLE TO RUN THE CONTROLLER WIRE IN THE MAIN LINE TRENCH THE WIRES MUST BE BURIED TWENTY FOUR (24) INCHES DEEP IN CONDUIT. SPARE WIRE AND A TRACER WIRE MUST RUN TO EVERY VALVE ALONG THE ENTIRE MAIN LINE. CONTROLLER WIRE COLORS ARE AS FOLLOWS:

| COMMON | WHITE |
|------------|--------|
| VALVE WIRE | RED |
| SPARE | ORANG |
| TRACER | YELLOW |

17. CONTRACTOR SHALL ENSURE ALL INSTALLATION AND CONNECTION OF THE 110-VOLT ELECTRICAL

ELECTRIC REMOTE-CONTROL VALVE:

WATER CONNECTIONS:

20. THE CITY OF ELKO SHALL INSTALL THE WATER METER ON BEHALF OF THE CONTRACTOR PRIOR TO CONTRACTOR BEGINNING INSTALLATION. CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION WITH CITY ENGINEER.

21. THE CITY OF ELKO SHALL PROVIDE THE CONTRACTOR WITH A 6" IRRIGATION TAP AND A 2" METER. COTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL IMPROVEMENTS FROM THE 6" TAP /METER FOR A COMPLETE IRRIGATION SYSTEM.

BACKFLOW PREVENTION:

22. CONTRACTOR TO COORDINATE WITH THE ELKO WATER DEPARTMENT FOR THE BRAND, AND TYPE OF APPROVED BACK-FLOW PREVENTION DEVICE FOR PROJECT. DEVICES SHALL BE SELECTED FROM A LIST OF APPROVED DEVICES SET FORTH BY THE NEVADA DIVISION OF PUBLIC WATER SUPPLIES. DOUBLE CHECK VALVE ASSEMBLIES (DCVA) AND REDUCED PRESSURE ZONE ASSEMBLIES (RPZ) WILL BE THE ONLY ACCEPTED STYLES OF BACK-FLOW PREVENTION DEVICES. CONTRACTOR SHALL COORDINATE WITH THE ELKO PARKS DEPARTMENT FOR REVIEW OF SELECTED BACK-FLOW DEVICE PRIOR TO INSTALLATION. INSTALL DEVICE PER ALL APPLICABLE STATE, AND FEDERAL GUIDELINES.

- - GROUND OR FLOOR.
 - MAINTENANCE.

ALL OUTLETS ON POTENTIALLY CONTAMINATED SYSTEMS SHALL BE POSTED: DANGER-UNSAFE WATER

SERVICE TO THE CONTROLLER COMPLIES WITH ALL LOCAL, STATE AND NATIONAL CODES.

18. REMOTE CONTROL VALVES SHALL BE LOCATED IN VALVE BOXES AS SPECIFIED. DO NOT INSTALL MORE THAN TWO VALVES PER BOX. VALVE BOXES SHALL BE SEVENTEEN (17) INCHES BY ELEVEN AND THREE QUARTERS (11 3/4) INCHES (I.E. CARSON BROOKS STANDARD SIZE OR APPROVED EQUIVALENT).

19. EACH VALVE SHOULD BE INSTALLED WITH A UNION ON EACH SIDE OF THE VALVE FOR EASE OF REMOVAL AND REPAIR. ADDITIONALLY, A MANUAL ISOLATION (SPECIFY) VALVE MUST ALSO BE INSTALLED BEFORE THE UNION ON EACH ELECTRIC REMOTE-CONTROL VALVE.

23. LOCATION OF BACK-FLOW PREVENTION INSTALLATION SHALL BE APPROVED BY THE CITY OF ELKO PARKS DEPARTMENT PRIOR TO INSTALLATION. THE LOCATIONS OF EACH DEVICE SHALL BE REPORTED TO THE CITY OF ELKO WATER DEPARTMENT AND THE CITY OF ELKO PARKS DEPARTMENT IN WRITING WITHIN TEN (10) DAYS OF INSTALLATION. EACH DEVICE SHALL BE TESTED WITHIN TEN (10) DAYS OF INSTALLATION

24. BACK-FLOW PREVENTION DEVICES: THE CONTRACTOR SHALL INSTALL ONE OF THE TWO TYPES OF BACKFLOW DEVICES PER THE FOLLOWING SPECIFICATIONS:

24.1 DOUBLE CHECK VALVE ASSEMBLY (DCVA):

a. THE DCVA SHALL BE READILY ACCESSIBLE FOR TESTING, REPAIR, AND MAINTENANCE

b. DCVA'S ARE TO BE INSTALLED IN A PIT. THE DCVA SHALL BE INSTALLED WITH A MINIMUM OF TWELVE (12) INCH CLEARANCE BETWEEN ALL SIDES OF THE VAULT INCLUDING THE FLOOR, AND ROOF, OR CEILING AND MUST BE APPROVED BY THE CITY OF ELKO PARKS DEPARTMENT.

c. THE DCVA SHALL BE MAINTAINED AS ASSEMBLED.

d. THE DCVA SHALL BE INSTALLED IN A HORIZONTAL POSITION ONLY.

24.2 REDUCED PRESSURE ZONE ASSEMBLY (RPZ):

a. THE ASSEMBLY SHALL BE PROTECTED FROM FREEZING AND VANDALISM.

b. THE ASSEMBLY SHOULD BE ENCLOSED IN A CAGE OR OTHER PROTECTIVE DEVICE APPROVED BY THE CITY OF ELKO PARKS DEPARTMENT.

c. THE BOTTOM OF THE RPZ ASSEMBLY SHALL BE A MINIMUM OF TWELVE (12) INCHES ABOVE THE

d. THE BODY OF THE RPZ SHALL BE A MINIMUM OF TWELVE (12) INCHES FROM ANY WALLS, CEILINGS, OR ENCUMBRANCES AND SHALL BE READILY ACCESSIBLE FOR TESTING, REPAIR, AND

e. RPZ'S SHALL NOT BE INSTALLED IN A PIT.

f. THE RELIEF VALVE ON THE RPZ SHALL NOT BE DIRECTLY CONNECTED TO ANY WASTE DISPOSAL LINE, INCLUDING SANITARY SEWER, STORM DRAINS OR VENTS.

g. THE RPZ SHALL BE MAINTAINED AS AN ASSEMBLY.

h. THE RPZ SHALL BE INSTALLED IN THE HORIZONTAL POSITION ONLY.



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IRRIGATION GENERAL NOTES





GENERAL NOTES:

- EVIDENT AT TIME OF BIDDING.
- AND/OR IN THE SPECIFICATIONS.
- - 6.
 - MAINTAIN A CLEAN WORK SITE AT ALL TIMES

 - PROVISIONS, AND ALL OTHER GOVERNING AGENCY STANDARDS.

SHEET LEGEND

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|-----------------------------------|---------------|
| 2" SCH. 40 PVC | IRRIG |
| | IRRIG |
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| $\land \land \land$ | HUNT |
| 5 | IRRIC REGI |
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| P | POIN |
| | FUTU |
| | IRRIG |
| ZONE VALVE SZE GPM | ZONE D= DF |

IRRIGATION NOTES:

- WATER FOR ALL PLANT MATERIAL
- PRESSURE.
- 5. PIPE SIZE.
- RUN). SEE ELECTRICAL SHEETS FOR POWER SOURCE. IN THE EVENT OF ANY DISCREPANCIES, NOTIFY THE CITY ENGINEER IMMEDIATELY.
- FUTURE INSTALLATION OF DRIP SYSTEM.
- LAWN/TURF AREAS.
- 9. INSTALLATION WITH OTHER TRADES AND OTHER PROJECTS.

- MAINLINE PRESSURE TEST. 15. SEE L502 FOR IRRIGATION DETAILS.
- **EXISTING IRRIGATION SYSTEM NOTES:**
- 2 MAINTAIN EXISTING WATER & CONTROLLER CONNECTIONS.

CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND UTILITY LOCATIONS PRIOR TO START OF WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE CITY ENGINEER.

DO NOT SCALE DRAWINGS. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK. START OF WORK CONSTITUTES ACCEPTANCE OF CONDITIONS. INCREASES TO CONTRACT SUM OR TIME WILL NOT BE APPROVED FOR CONDITIONS OR SITUATIONS

4. NOTIFY CITY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR AMBIGUITIES ON THE DRAWINGS

5. CHANGES OR DEVIATIONS FROM THE DRAWINGS MADE WITHOUT THE WRITTEN CONSENT OF THE CITY ENGINEER AND/OR AN APPROVED CHANGE ORDER WILL BE CONSIDERED UNAUTHORIZED. COORDINATE NECESSARY MODIFICATIONS WITH CITY ENGINEER PRIOR TO EXECUTING CONSTRUCTION. SEE SPECIFICATIONS FOR CONTRACT MODIFICATION PROCEDURES.

CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND COMPLETION OF ALL WORK SHOWN AND SHALL COORDINATE WORK BETWEEN ALL TRADES PRIOR TO BEGINNING WORK.

8. ALL WORK AND MATERIALS SHALL BE IN COMPLETE ACCORDANCE WITH THE CITY OF ELKO, ELKO COUNTY AND THE STATE OF NEVADA PUBLIC WORKS STANDARD SPECIFICATIONS, PROJECT SPECIAL

HT OF WAY

GATION MAINLINE

GATION SLEEVE

STING IRRIGATION CONTROLLER (RELOCATED)

TER 4" PGP ULTRA I-20-04 ROTOR WITH STANDARD 5.0 NOZZLE - ADJUST TO 42' RADIUS.

ITER 4" PGJ-04 ROTOR WITH STANDARD 2.0 NOZZLE - ADJUST TO 24' RADIUS.

GATION DRIP ZONE VALVE (HUNTER ICZ101 W/ 40 PSI PRESSURE GULATOR)

GATION SPRAY ZONE VALVE (HUNTER ICV151G W/20 PSI)

NT OF CONNECTION (9/L502)

URE DRIP ZONE

GATION LATERAL (SCH. 40 PVC)

E CALL OUT RIP ZONE

1. SEE GENERAL NOTES ABOVE AND CITY OF ELKO SPECIFIC IRRIGATION NOTES ON L400. . CONTRACTOR TO INSTALL UNDERGROUND AUTOMATIC IRRIGATION SYSTEM TO PROVIDE ADEQUATE

WATER SOURCE IS FROM CITY OF ELKO MUNICIPAL SYSTEM. A 6" STUB OUT FROM THE 12" WATER LINE LOCATED IN 7TH STREET HAS BEEN PROVIDED. CONTRACTOR TO CONNECT TO WATER SUPPLY AT THIS 6" STUB-OUT. PROVIDE 2" METER AND BACK FLOW PREVENTOR AT POINT OF CONNECTION (10/L502) CONTRACTOR TO VERIFY AVAILABLE GALLONAGE AND PRESSURE. IRRIGATION SYSTEM IS DESIGNED FOR 50 PSI AT ALL ZONE VALVES. ADJUST ZONING IN FIELD AS NECESSARY BASED ON AVAILABLE WATER

ALL LATERAL LINES PIPE SIZES ARE NOTED ON DRAWING.CONTRACTOR TO REFERENCE DRAWING FOR

6. CONNECT ELECTRIC VALVES CONTROL-WIRE TO CONTROLLER (PROVIDE 2 EXTRA WIRES TO LONGEST

ALL NEW PROPOSED SHRUB, PERENNIAL/GROUNDCOVER PLANTERS SHALL BE WATERED BY POINT SOURCE DRIP, WITH DRIP ZONE CONTROL KIT (5/L502) INSTALL DRIP ZONE VALVE AND PROVIDE PVC LATERALS TO PLANTER BEDS TO RECEIVE SHRUBS AND ANNUALS IN THE FUTURE. CAP LATERAL FOR

8. LAWN/TURF AREAS SHALL BE WATERED BY ROTOR HEADS (3/L502) AS DETAILED AND SPECIFIED ZONES SHALL BE CONTROLLED WITH ELECTRIC CONTROL VALVE (4/L502). PROVIDE HEAD TO HEAD COVERAGE IN

CONTRACTOR SHALL PROVIDE SLEEVING FOR PIPE BELOW PAVEMENT. SLEEVE AS SPECIFIED. SUPPLY ONE EXTRA SLEEVE WITH EACH MAINLINE SLEEVE FOR CONTROL WIRES. COORDINATE SLEEVE

10. IRRIGATION SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL PERTINENT CODES AND REGULATIONS, THE REFERENCED STANDARDS, AND THE MANUFACTURER'S RECOMMENDATIONS. 11. IRRIGATION SYSTEM TO BE INSTALLED TO PREVENT OVER-SPRAY ONTO PAVED SURFACES.

12. ADJUST NOZZLES, AND SPRAY HEADS WITH REGARD FOR PLANT MATERIAL AND WIND AND SUN EXPOSURE TO ENSURE PROPER PLANT REQUIRED WATER COVERAGE.

13. PROVIDE ALL COMPONENTS REQUIRED FOR PROPER WINTERIZATION OF SYSTEM. 14. PRIOR TO IRRIGATION MAINLINE TRENCH BACKFILL, CONTRACTOR TO CONTACT CITY ENGINEER FOR

1. THE EXISTING IRRIGATION SYSTEMS DIRECTLY ADJACENT TO THE PROJECT LIMITS MUST REMAIN OPERATIONAL DURING THE EXTENT OF THIS INSTALLATION PROJECT AND THROUGHOUT THE GROWING SEASON.



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IRRIGATION PLAN







Elko Redevelopment Agency Agenda Action Sheet

- 1. Title: Review, consideration and possible acceptance of the 400 Block Alley Project and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018

3. Agenda Category: APPROPRIATIONS

- 4. Time Required: 10 Minutes
- 5. Background Information: At the August 8, 2017 Elko Redevelopment Agency meeting, the RDA awarded a contract to Great Basin Engineering Contractors, LLC for the 400 Block Alley Project. The project has been completed by Great Basin Engineering Contractors, LLC and staff recommends final acceptance of the project.
- 6. Budget Information:

Appropriation Required: \$22,855.19 Budget amount available: \$22,855.19 Fund name: **Redevelopment Agency**

- 7. Business Impact Statement:
- 8. Supplemental Agenda Information:
- 9. Recommended Motion: Final Acceptance of the 400 Block Alley Project
- 10. Prepared By: Cathy Laughlin, City Planner/Redevelopment Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution:

| | Α | В | С | D | | E | | F | G | | Н |
|----|--------|--|------|----------|-------|--|---------|------------|-----------|----|----------|
| 1 | City o | f Elko | | | Gre | Great Basin Engineering Contractors, LLC | | | | 0 | |
| 2 | Elko F | Redevelopment Agency | | | PO | Box 396 | Elko | 0 NV 89803 | | | |
| 3 | 1751 | College Avenue | | | | | | | | | |
| 4 | Elko I | NV 89801 | | | | | | | 29-Mar-18 | | |
| 5 | | | Invo | ice GB17 | ′007· | -02 | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | Previous | Complete | | Current |
| 8 | | Description | Qty | Unit | | Price | Billing | | Percent | | Billing |
| 9 | 1 | Remove & Dispose Existing Wooden Fencing | 26 | LF | \$ | 46.51 | \$ | 1,209.26 | 100 | \$ | - |
| 10 | 2 | Sawcut/Remove/Dispose Exist Ccrete Slab | 60 | SF | \$ | 18.98 | \$ | 1,138.80 | 100 | \$ | - |
| 11 | 3 | Construct Barrier Curb w/Type 2 Aggre Base | 38 | LF | \$ | 105.38 | \$ | 4,004.44 | 100 | \$ | - |
| 12 | 4 | Construct 4" Crete Slab on 6" Type 2, Agg Base | 151 | SF | \$ | 25.50 | \$ | 3,850.50 | 100 | \$ | - |
| 13 | 5 | Construct 6' Chain-Link Fence w/Slats | 34 | LF | \$ | 165.07 | \$ | 5,612.38 | 100 | \$ | - |
| 14 | 6 | Construct 3' Wide Fence Gate w/Slats | 1 | EA | \$ | 680.27 | \$ | 680.27 | 100 | \$ | - |
| 15 | 7 | Construct Solar Powered Light | 1 | EA | \$6 | 6,359.54 | \$ | - | 100 | \$ | 6,359.54 |
| 16 | | | | | | | | | | | |
| 17 | | | | | | | \$ | 16,495.65 | | \$ | 6,359.54 |



ELKO REDEVELOPMENT AGENCY 1751 COLLEGE AVENUE ELKO, NEVADA 89801 (775)777-7210 FAX (775)777-7219



Wednesday August 9, 2017

Great Basin Engineering Contractors LLC. P.O. Box 396 Elko, NV 89803

RE: RDA – 400 Block Alley Improvements

Based upon the Elko Redevelopment Agency meeting on <u>August 8th, 2017</u> your Base Bid Proposal in the amount of <u>\$ 22,855.19</u> for the above-mentioned project was accepted. Please find enclosed the "Notice of Award" and three counterparts of the Contract documents.

Upon receipt please complete and affix signatures to the Notice of Award, Contract, Payment Bond, and Performance Bond. When completed, return <u>two copies of the Notice of Award</u>, <u>all</u> <u>three counterparts of the Contract documents</u>, along with <u>certification of insurance coverage</u> within twenty (20) days of receipt of these documents, addressed to:

> City of Elko City Clerk's Office 1751 College Avenue Elko, NV 89801

Upon receipt of the requested information by the City of Elko, the Contract documents will be executed by the Elko Redevelopment Agency and one counterpart will be returned for your records.

Should you have any questions please do not hesitate to contact me at City Hall, or 777-7162

Sincerely,

Cathy Laughlin City Planner

Enclosures

cc w/o enclosures:

Shanell Owen, City Clerk Bob Thibault, Civil Engineer

EXHIBIT 11 - NOTICE OF AWARD

| TO: | GREAT BASIN ENGINEERING CONTRACTORS LLC. | DATE: <u>AUGUST 9TH, 2017</u> | | |
|-----|--|--|--|--|
| | P.O BOX 396 | PROJECT: RDA - 400 BLOCK | | |
| | ELKO, NV 89803 | ALLEY IMPROVEMENTS | | |

YOU ARE HEREBY NOTIFIED that the Elko Redevelopment Agency has accepted your bid for the above Project in the amount of **\$22,855.19** which amount includes the Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** days of receipt this Notice of Award, you must complete, sign and deliver to the Elko Redevelopment Agency: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the Elko Redevelopment Agency will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the Elko Redevelopment Agency will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the Elko Redevelopment Agency executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko Redevelopment Agency may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):

All communications with the Elko Redevelopment Agency regarding this Project through the time a contract is executed by the Elko Redevelopment Agency shall be directed to the Office of the Elko City Clerk. In the event the Elko Redevelopment Agency determines that a bidder has attempted to communicate with any Elko Redevelopment Agency official or employee, or a City official or employee other than the Elko City Clerk in violation of the preceding sentence, the Elko Redevelopment Agency may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

DATED this 9TH day of AUGUST, 2017.

ELKO REDEVELOPMENT AGENCY

Chuirman Title: al 102

ACCEPTANCE OF NOTICE

| Receipt of this Notice of Award is hereby acknowledged this $\underline{14}$ data | ay of august |
|---|--------------|
| 20/7. | |

| CONTRACTOR (BIDDER): GREAT BASIN ENGINE CONTRACTORS, LLC. |
|---|
| AUTHORIZED SIGNATURE: Michael Watten |
| PRINTED NAME OF SIGNATORY: MICHAELW, LATTIN |
| TITLE OF SIGNATORY: MANAGING Member |

3.0 PUBLIC WORKS CONTRACT

(NEVADA REVISED STATUTES CHAPTER 338)

This Contract is made and entered into on this 1874 day of

AUGUST , 20/7 (hereinafter the "Effective Date") between the Elko Redevelopment Agency of Elko, Nevada, a political subdivision of the State of Nevada organized and existing under Chapter 279 of the Nevada Revised Statutes (hereinafter the "Owner") and:

GREAT BASIN ENGINEERING CONTRACTORS, LLC

which party is a Limited LiAbility Company (LLC) - General Contractor

(name and describe individual and/or type of business entity, including state of formation or incorporation, where applicable) hereinafter "Contractor."

RECITALS

WHEREAS, Owner intends to award a contract for the performance of a public work project known as the RDA - 400 BLOCK ALLEY IMPROVEMENTS (hereinafter the "Project");

WHEREAS, the Project is generally described as follows: The construction of a concrete pad, solar powered light, and fencing for a trash enclosure.

WHEREAS, Contractor was selected to perform the Project in accordance with Chapter 338 of the Nevada Revised Statutes and to complete the work in accordance with the Contract Documents (defined below) (hereinafter the "Work");

NOW, THEREFORE, for and in consideration of the above recitals and for good and valuable consideration as further described herein, the parties agree as follows:

ARTICLE ONE - DESCRIPTION OF WORK

Contractor shall perform all Work needed to complete the Project in accordance with this

ARTICLE TWO CONTRACT PRICE

Owner agrees to pay Contractor for the Work the total price of:

<u>\$22, 855.19</u>

(hereinafter the "Contract Price"), which includes all labor, materials, and (where applicable) architectural and engineering plans necessary for the erection and completion of the Work as described in the Plans and Specifications and in accordance with the Contract Documents. Payment of the Contract Price is subject to approved additions or approved deductions in accordance with the provisions of this Contract.

ARTICLE THREE - STARTING AND COMPLETION DATES

Construction under this Contract shall begin no later than the date indicated on the "Notice to Proceed" to be issued by Owner after execution of this Contract. Subject to written extensions of time or delays authorized by Owner or stoppage of Work as permitted in this Contract, the Work shall be finally completed no later than <u>thirty (30)</u> <u>days</u> after the Commencement Date indicated on the Notice to Proceed document which will be issued by the Owner on or after the Effective Date (hereinafter the "Contract Time"). In the event the Work has not been completed in accordance with the terms of this Contract, including written extensions of time and stoppages of Work as permitted by this Contract, or in the event the Contractor abandons the Work, the Owner may contract with a third party for completion of the Work, in which event the Contractor shall pay to Owner the additional cost for the portion of the Work completed by the third party. The foregoing is in addition to any other remedies provided under this Contract.

ARTICLE FOUR - CONTRACT DOCUMENTS

The Contract Documents on which the Contract between Owner and Contractor is based and which contain the Plans and Specifications in accordance with which the Work is to be done are as follows:

A. This Contract, with any supplementary contracts and conditions attached hereto which are signed by both parties;

B. **Exhibits 1 through 16**, which have been incorporated by reference herein; and

C. Written Work Change Orders properly issued.

The Contract Documents together form the contract for the Work herein described. The parties intend that the Contract Documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all items and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this Project.

ARTICLE FIVE - DUTIES AND AUTHORITY OF THE OWNER

The duties and authority of the Owner are as follows:

A. <u>General Administration of Contract.</u> General administration of the contract to ensure compliance with design plans.

B. <u>Access to Work Site for Inspections.</u> Owner, or Owner's agents, shall be given free access to the Work at all time during its preparation and progress.

C. Payment and Acceptance of Work.

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(1) <u>Application for Progress Payment.</u> As a prerequisite to Contractor's entitlement to a progress payment, Contractor shall first submit to Owner for review an Application for Progress Payment filled out and signed by Contractor covering the Work completed to that date, and accompanied by such supporting documentation as is required by the Contract documents. If payment is requested on the basis of materials and equipment not yet incorporated into the Work, but delivered and suitably stored at the site or at another location designated by Contractor, the Application for Progress Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens (to include lien waivers, if appropriate), charges, security interests and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interests therein, all of which will be satisfactory to Owner.

(2) <u>Progress Payments.</u> Except as otherwise provided herein, Owner shall pay to Contractor the amount indicated on each Application for Progress Payment within thirty (30) days of the date it is submitted to the Owner. All Progress Payments are subject to the requirements of NRS 338.515 (Time for making payments; amounts paid; amounts withheld as retainage; rate of interest paid on amounts withheld; powers of Labor Commissioner when worker is owed wages), as amended.

(3) Payment Upon Final Completion. Payment of any outstanding balance shall be paid in accordance with NRS 338.520 upon occupancy, use or recording of notice of completion, less amounts previously paid for the Work or amounts which Owner is required to withhold by order of the Nevada Labor Commissioner pursuant to NRS 338.515. In the event any liens are filed on the Project, those sums shall be withheld from the final retention payment, until such liens are resolved and removed. Upon final acceptance of the completed Work, Owner may publish a Notice of Completion. Contractor acknowledges and agrees that "substantial completion" is not equivalent to final completion.

D. <u>Work Performed by Owner.</u> This Contract specifically allows Work to be performed by Owner. Contractor assumes no responsibility for work performed by Owner and Owner shall release and hold harmless Contractor for any deficiencies in such work, and shall indemnify and defend Contractor from and against any and all claims arising

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from or in any manner related to Work performed by Owner. Owner shall, upon Contractor's request, identify in writing all work performed by Owner which is included within the scope of the Work and the Contract Price shall thereafter be reduced by the amount Contractor would have otherwise charged for the work pursuant to the Contract.

ARTICLE SIX - RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

A. <u>Responsibility for and Supervision of Construction</u>. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability, and give the Work all attention necessary for such proper supervision and direction.

B. <u>Furnishing of Labor, Materials.</u> Contractor shall provide and pay, if necessary, for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of Work on the project in accordance with the Contract Documents.

C. <u>Compliance with Construction Laws and Regulations.</u> The Contractor and any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

D. <u>Responsibility for Negligence of Employees and Subcontractors.</u> Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on this project, for those of its subcontractors and their employees, and for those of all other persons doing Work under a contract with Contractor.

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Q. <u>Financial Capacity of Subcontractors</u>. Contractor will ensure that all subcontractors it retains will have the financial capacity to pay all debts incurred in the performance of the portion of the Work for which they are subcontracted, and will possess or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the portion of the Work for which they are subcontracted within the Contract Time.

R. <u>Licensing</u>. Contractor is authorized to do business in the State of Nevada, is licensed for the type of work to be performed herein and holds Nevada Contractor's License Number(s):

A-0076063 B-0676306

S. <u>Site Inspection and Research</u>. Contractor has visited the Property and has performed sufficient research necessary to familiarize itself with the Property and any special or local conditions, to include climate, topography and geographic location that have the potential to materially impact its ability to perform the Work within the Contract Time. Contractor has also reviewed all reasonably available reports (including geotechnical reports), test results, drilling logs and studies pertaining to subsurface conditions at the Property. Based upon the foregoing, Contractor has determined that it can perform the Work within the Contract Time.

ARTICLE SEVEN - INSURANCE

A. <u>Contractor's Liability Insurance</u>. Contractor agrees to keep in force at his own expense during the entire period of construction of the project such liability insurance as will protect it from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this Contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limit for bodily injury on such insurance shall not

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be less than Two Million Dollars (\$2,000,000.00). Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this contract. Unless previously provided, proof of such insurance shall be filed by Contractor with Owner within five (5) days after execution of this contract.

B. <u>Owner's Liability Insurance</u>. Owner shall maintain premises liability in the amount of Two Million Dollars (\$2,000,000.00).

C. <u>Property Damage Insurance</u>. Contractor shall be solely responsible for any losses to his own equipment through fire, vandalism or other perils.

D. <u>Fire and Perils Waiver.</u> Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided herein.

ARTICLE EIGHT - CORRECTING WORK

When it appears to Contractor during the course of construction that any Work does not conform to the provision of the Contract Documents, Contractor shall make necessary corrections so that such Work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in Work supervised by Contractor or by a subcontractor.

ARTICLE NINE - CONTRACTOR'S WARRANTY

Contractor further represents and warrants that the Work will be performed in a good and workmanlike manner, in conformance with the Contract Documents and free from any and all defects. For a period of one (1) year after final acceptance by the Owner or within such longer period as may be prescribed by law, Contractor shall, at its own expense, promptly repair, replace, rebuild or restore any portion of the Work that is determined by the Owner to be defective or not in conformance with the Contract Documents.

ARTICLE TEN - MANUFACTURER'S WARRANTIES

To the extent available to Contractor, Contractor shall deliver to Owner guarantees

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or warranties provided by the manufacturers of specific products utilized in the performance of the Work and installed or constructed on the Property.

ARTICLE ELEVEN - CHANGES IN THE WORK

A. <u>Owner's Change Orders.</u> Without invalidating the Contract, Owner may at any time, from time-to-time, order additions, deletions, or revisions in the Work that do not result in a material change to the scope of Work. These will only be authorized by written Change Orders. Change Orders are to be negotiated solely with Contractor or its authorized representative and not with subcontractors or materialmen. Upon receipt of a written Change Order, Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in ARTICLE TWELVE or ARTICLE THIRTEEN.

B. <u>Owner's Field Orders.</u> Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. If Contractor believes that any minor changes or alterations by Owner entitle it to an increase in the Contract Price, Contractor may suspend Work until the Owner and Contractor agree upon the increased price.

C. <u>Unauthorized Additional Work.</u> Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

D. <u>Execution of Change Orders.</u> Owner will, upon approval, execute appropriate Change Orders prepared by Contractor covering changes in the Work to be performed and any other claim of Contractor for a change in the Contract Time or the Contract Price that is reasonable.

E. <u>Writing Required.</u> All Change Orders of whatever type or nature must be in writing and signed by an authorized representative of the Owner. Accordingly, wherever

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the context of this Contract indicates that Owner approval is required, such approval must be as described in this ARTICLE ELEVEN, E, herein.

F. <u>Suspension of Work.</u> Notwithstanding any other provision herein, Contractor may not suspend Work based on a written Change Order affecting price or adding time unless the change requested materially affects Contractor's ability to perform the remainder of the Work within the price or time frames of the original Contract.

G. <u>No Material Changes to Scope.</u> In no event shall a Change Order cause a material change to the scope of the Work.

ARTICLE TWELVE - CHANGE OF CONTRACT PRICE

A. <u>Total Compensation</u>. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

B. <u>Necessity of Change Order.</u> The Contract Price may only be changed by a Change Order approved by the Owner and the Contractor. Any claim for an increase in the Contract Price shall be in writing and delivered to Owner. All claims for adjustments in the Contract Price resulting from any such claim shall be incorporated in a written Change Order. Subject to the limitations in ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the Change Order changing the Contract Price.

C. <u>Determination of Value of Change Order Work.</u> The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. In such case, Contractor will submit an itemized cost breakdown together with supporting data.

D. Amount of Credit to Owner. The amount of credit to be allowed by

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Contractor to Owner for any such change that results in a net decrease in costs, will be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE THIRTEEN - CHANGE OF THE CONTRACT TIME

A. <u>Necessity of Change Order.</u> The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing delivered to Owner by Contractor within five (5) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be agreed upon in writing by the Owner and Contractor. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Subject to the limitations of ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the change in Contract Time.

B. <u>Delays Beyond Contractor's Control.</u> The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if Contractor makes a claim for such extension(s) as provided in Section A of this ARTICLE THIRTEEN. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, flood, labor disputes, epidemics, abnormal weather conditions, unanticipated site conditions or Acts of God, suspension of Work by Contractor resulting from Owner and Contractor failing to agree on Change Orders and work stoppage as set forth in Section C, below. Notwithstanding all provisions herein to the contrary, delays beyond sixty (60) days, for any reason, permit the Owner to terminate this Contract on ten (10) days' prior written notice. In such instance, Owner shall be liable to Contractor for all Work performed to the date of termination.

ARTICLE FOURTEEN - NOTICES

Any and all notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States Mail, first class postage prepaid, certified or registered

mail, return receipt requested, by facsimile or by e-mail, read receipt, as follows:

| Contractor: | Name: | GREAT BASIN ENGINEERING CONTRACTORS, LIC |
|---------------|------------|--|
| | Attention: | PAMELA LATTIN |
| | Address: | P.D. Box 396 |
| | | ELKO, NV 89803 |
| | Facsimile: | 775-753-8049 |
| | E-Mail: | Greatbasinelkors gMALL. COM |
| <u>Owner:</u> | Name: | Elko Redevelopment Agency |
| | Attention: | Shanell Owen, City Clerk |
| | Address: | 1751 College Avenue, |
| | | Elko, Nevada 89801 |
| | Facsimile: | 775-777-7129 |
| | E-Mail; | sowen@elkocitynv.gov |

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

ARTICLE FIFTEEN - EARLY TERMINATION FOR FAILURE TO REMEDY DEFAULT

A. <u>Failure to Remedy Default; Early Termination</u>. If Contractor defaults in performance of any material provision herein and Contractor fails to commence reasonable efforts to remedy such default after thirty (30) days' written notice from the Owner specifying the default, Owner may then terminate this Contract before the completion date hereof without prejudice to any other remedy Owner may have.

B. <u>Cost to Complete Project to be Reimbursed</u>. If Owner terminates the Contract due to a breach in the terms of the Contract by Contractor, and is thereby required to retain a different contractor to complete the Project, any related increase in the total cost of the Project will be at Owner's sole discretion, will be withheld from any

retention held by Owner, will be obtained from the proceeds of any applicable bond(s) posted by the Contractor and/or will be reimbursed by the Contractor to the Owner immediately upon demand.

ARTICLE SIXTEEN - LIQUIDATED DAMAGES

A. Liquidated Damages for Failure to Timely Achieve Substantial Completion. It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of <u>One Thousand Dollars</u> (**\$1,000.00**) for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents.

B. <u>Interest</u>. Interest shall accrue on all unpaid liquidated damages at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date of the liquidated damages accrue, plus 2 percent. The rate shall be adjusted accordingly on each January 1 and July 1 thereafter until the liquidated damages are paid in full.

C. <u>Owner's Right of Offset</u>. In the event there are sums due to Contractor from Owner subsequent to the date upon which liquidated damages begin to accrue, Owner may thereafter offset and deduct from such sums the amount of any liquidated damages then accrued and Contractor shall not thereafter be entitled to recover the difference from Owner.

D. <u>Remedy not Exclusive</u>. Liquidated damages are intended to represent

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estimated actual damages and are not intended as a penalty. Contractor shall pay liquidated damages to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein. Liquidated damages only represent damages for administrative costs, overhead and loss of public use caused by Contractor's delay. The imposition or recovery of liquidated damages by Owner shall in no manner affect Owner's ability to recover any other damages caused by Contractor's default to include, without limitation, the cost of completion.

ARTICLE SEVENTEEN - ADDITIONAL PROVISIONS

A. <u>Integration</u>. This Contract and the exhibits hereto constitute the entire contract between the parties with respect to the Work and supersede all prior agreements, offers and negotiations (to include, without limitation, the Invitation to Bid and Instructions to Bidders, unless otherwise specifically stated herein) and may not be amended except by a contract in writing signed by the parties.

B. <u>Binding on Assigns and Successors</u>. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs and assigns and successors.

C. <u>Choice of Law; Jurisdiction and Venue.</u> This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach of this contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Irrespective of any statutory provision to the contrary, jurisdiction and venue for any action shall be in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko. The parties understand that statutory provisions may permit venue in locations other than the County of Elko; however, the parties hereby voluntarily waive any such statutory provisions.

D. <u>Captions and Headings</u>. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of the Contract.

E. <u>Attorney Fees and Costs to Prevailing Party</u>. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.

F. <u>Ambiguities</u>. Each party has reviewed this Contract with counsel; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract.

G. <u>Unenforceability of Provisions</u>. In the event that one or more of the provisions, or portions thereof, of the Contract is determined to be illegal and unenforceable, the remainder of the Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

H. <u>Further Documents</u>. Contractor and Owner agree to execute all documents necessary to complete the Contract described herein.

I. <u>Waiver</u>. Any waiver of one or more defaults or breach of any term of this Contract shall not be construed to constitute a waiver of future defaults or breaches of the terms of this Contract.

J. <u>Signatures</u>. The parties agree that this Contract may be executed by electronic or facsimile signatures, which shall have the same effect as original signatures of the parties. Also, this Contract may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the original. The signatories to this Contract are authorized to execute this instrument on behalf of the respective parties.

K. <u>Mediation</u>. The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Contract or the breach thereof, the Project, or the Work ("disputes") shall first be submitted to negotiation. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. If after thirty (30) days from

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the date the dispute arose negotiations prove unsuccessful in whole or in part, any remaining disputes shall be submitted to a mediator and the mediation shall be performed expeditiously by a mediator located in Elko County, Nevada. In the event a mediator cannot be located in Elko County, Nevada, the parties agree to split the cost for a mediator to travel to Elko County, Nevada to mediate such claims.

Pending final resolution of any dispute, including mediation in accordance with this Section, Contractor shall proceed diligently with performance of the Work to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the progress of the Work generally and Owner shall continue to make payments to Contractor in accordance with this Agreement to the extent unrelated to the dispute. To the extent necessary in light of the circumstances, the Contract Time shall be extended by the period of time necessary to resolve any dispute. Such performance by Contractor and payment by Owner shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

If the mediation does not occur within ninety (90) days of such dispute, or if the mediation is conducted and all disputes are not therein resolved, then either party may file an action in the Fourth Judicial District Court, Elko, County, Nevada. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the disputes hereby submitted for negotiation or mediation.

L. <u>Approval by Elko Redevelopment Agency and Execution by Elko</u> <u>Redevelopment Agency Official (s)</u>. Notwithstanding any other provision herein contained, this Contract shall not be binding on the Owner until it has been approved by the Redevelopment Agency and executed by its authorized official(s).

[Remainder of page intentionally left blank. Signature Page Immediately Follows]

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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first hereinabove written.

OWNER:

ELKO REDEVELOPMENT AGENCY

Bv:

REDEVELOPMENT AGENCY CHAIRMAN

CONTRACTOR (Company Name): GREIST BASIN ENGINEERING CONTRACTORS, LLC

By: Jamela Pattio

Title: MANAGING Member.

ATTEST:

SHANELL OWEN, City Clerk

EXHIBIT 9 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Great Basin Engineering Contractors, LLC

(name of contractor)

are a Limited Liability Company

(corporation, partnership or individual)

hereinafter called "Principal" and Great American Insurance Company

(Surety)

of Cincinnati , State of Ohio

hereinafter called the "Surety", are held and firmly bound unto the ELKO REDEVELOPMENT AGENCY, hereinafter called "Owner" in the penal sum of:

| Twenty Two Thousand Eight Hundred Fifty Five and 19/100 | Dollars |
|---|---------|
| (Written Form) | |

(Numbers) 22,855.19 in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents for the faithful performance of a certain written Contract entered into between the Principal and the Owner, dated this 34_{-} day of A_{-} a copy of which is incorporated herein by reference, and made a part hereof as if fully copied herein, for the construction of the RDA – 400 BLOCK ALLEY IMPROVEMENTS.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects, well, truly and faithfully perform such contract and the Principals, duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if their Principal shall save, indemnify and keep harmless the Owner against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the Owner in consequence of the awarding of said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract

or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the <u>1b+b</u> day of <u>August</u>, 20/7.

PRINCIPAL: Great Basin Engineering Contractors, LLC BY: Michael Watter

ADDRESS: P.O. Box 396

CITY, STATE & ZIP CODE: Elko, Nevada 89803

ATTEST:

PRINCIPAL SECRETARY: Salt / th

(SEAL)

WITNESS AS TO PRINCIPAL: And B. Franklin

ADDRESS: P.O. Box 396

CITY, STATE & ZIP CODE: Elko, Nevada 89803

SURETY: Great American Insurance Company

ATTORNEY-IN-FACT

ADDRESS: P.O. Box 709210

CITY, STATE & ZIP CODE: Sandy, Utah 84070

ATTEST:

SURETY SECRETARY: Hand

(SEAL)

| WITNESS AS TO SURETY: | Auran Aleel |
|-----------------------|-------------|
| | |

ADDRESS: P.O. Box 709210

CITY, STATE & ZIP CODE: Sandy, Utah 84070

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.

EXHIBIT 10 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Great Basin Engineering Contractors, LLC

(name of contractor)

are a Limited Liability Company

(corporation, partnership or individual)

hereinafter called "Principal" and <u>Great American Insurance Company</u>

(Surety)

of Cincinnati , State of Ohio

hereinafter called the "Surety", are held and firmly bound unto the ELKO REDEVELOPMENT AGENCY, hereinafter called "Owner" in the penal sum of:

Twenty Two Thousand Eight Hundred Fifty Five and 19/100 Dollars

(\$_22,855.19 _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the $///t_{day}$ day of $Auceneer____, 20/7$, a copy of which is incorporated hereby by reference, and made a part hereof as if fully copied herein for the construction of the RDA – 400 BLOCK ALLEY IMPROVEMENTS.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations supplying or furnishing labor or materials to the Principal, or to any of the Principals' subcontractors in the prosecution of the work provided for in said Contract, and any authorized extension or modification thereof, including but not limited to any amounts due for materials, supplies, lubricants, oil, gasoline, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by, to, or for Principal or subcontractor or subcontractors of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

The Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the owner may be compelled to pay as a result of non-payment for labor or material furnished for the work embraced by said Contract.

The Principal and Surety hereby further agree that not only said Owner may sue on this bond, but that subject to the provisions hereinafter set out, any individual, firm, partnership, association or corporation, (hereinafter called claimant), who has performed labor or furnished materials to or for the Principal or its subcontractor or subcontractors in the prosecution of the work provided for in the Contract for which this bond is given, and who has not been paid in full before the expiration of ninety (90) days after the date on which the claimant performs the last of such labor or furnished the last of such materials for which the claimant claims payment, may bring an action on this bond in the claimant's own name to recover any amount due the claimant for such labor or materials, and may prosecute such action to final judgment and have execution on the judgment.

Provided, however, that any claimant who has a direct contractual relationship with any subcontractor of the Principal, but no contractual relationship, express or implied, with such Principal, may bring an action on this bond only:

- A. If the claimant has within thirty (30) days after furnishing the first of such materials or performing the first of such labor, served on the Principal a written notice which shall inform the Principal of the nature of the materials being furnished or to be furnished, or the labor performed or to be performed, and identifying the person contracting for such labor or materials and the site for the performance of such labor or furnishing such materials; and
- B. After giving written notice to such principal within ninety (90) days from the date on which the claimant performed the last of the labor or furnished the list of such materials for which the claimant claims payment.

Each written notice shall state with substantial accuracy the amount claimed and the name of the person for whom the work was performed or the material supplied, and shall be served by being sent by registered mail, postage prepaid, in an envelope addressed to such Principal at any place in which the Principal maintains an office or conducts business, or at the Principal's residence.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one

| of which shall be deemed an original, on this the | 16th day of Augruss | <u>-</u> , 20 <u>/7</u> . |
|---|---------------------|---------------------------|
|---|---------------------|---------------------------|

| PRINCIPAL: Great Basin Engineering Contractors | |
|--|--|
| BY: Muchael Wfathin | |
| ADDRESS: P.O. Box 396 | |

CITY, STATE & ZIP CODE: Elko, Nevada 89803

ATTEST:

att lath PRINCIPAL SECRETARY: Ane B. Frankli WITNESS AS TO PRINCIPAL:

ADDRESS: P.O. Box 396

CITY, STATE & ZIP CODE: Elko, Nevada 89803

SURETY: Great American Insurance Company

hana B ATTORNEY-IN-FAC

ADDRESS: P.O. Box 709210

CITY, STATE & ZIP CODE: Sandy, Utah 84070

ATTEST:

SURETY SECRETARY

(SEAL)

(SEAL)

WITNESS AS TO SURETY: Julan Abueld

ADDRESS: P.O. Box 709210

CITY, STATE & ZIP CODE: Sandy, Utah 84070

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 14862

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

KEVIN W. ANDREWS STEPHANIE GARAHANA BRETT D. MAYER

1. 1. 1. 1. 1.

Name GAYLE WOOD STACIE R. HANSON Address ALL OF SANDY, UTAH Limit of Power ALL \$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of FEBRUARY , 2016 . Attest GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Assistant Secretary

DAVID C. KITCHIN (877-377-2405)

On this 11TH day of FEBRUARY , 2016 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

Susan a Lohaust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

day of august

Signed and sealed this

Assistant Secretary





Vol. 65, No. 3 March 2018

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@DowntownDevelopment.com

Tactical Urbanism: Permitting Process, Application & Materials Guide

Literally Perfect campaign videos

Milwaukee Choice Neighborhood Critical Community Improvements Plan

ATTRACTION Tongue-in-cheek marketing touts downtown's live, work, play assets

A series of humorous videos produced by the Chamber of Commerce in Chattanooga, TN (est. pop. 167,674) last year allow the city to boast about its high-speed Internet, strong job market, quality of life, and more. The Literally Perfect videos have garnered the city awards and media attention while also gaining the interest of potential new residents and business owners.

The videos are meant to highlight, and build upon, a positive turnaround in the city center while also attracting new talent. While Chattanooga is considered a mid-size city, it was also the first in North America to build its own citywide gigabit-per-second fiber Internet network, says Jeremy Henderson, creative project manager for the chamber. "It was a pretty huge deal at the time and it may still be the fastest. One of the effects of that was a boom in our startup community. We started having very innovative small companies and a handful of incubators in town.

"One of the newer things we've seen cropping up recently is that (Continued on page 4)

PATHWAYS AND PUBLIC SPACES

Revitalization project yields flexible walk/bike/drive/event space

The two-block retail corridor in downtown Kirkland, WA (est. pop. 48,787), was becoming less walkable as tree roots buckled sidewalk panels, creating unsightly tripping hazards. At the same time, an aging stormwater system was introducing pollution directly into Lake Washington. And the city's water main was more than seven decades old.

Thanks to a lengthy public input process, the procurement of grant

funds, and an ambitious renovation project, Park Lane is now being hailed as an American "woonerf," a Dutch word that translates loosely as "living street." The plaza-like lane is now a pedestrian-friendly gathering space, while remaining open to vehicles, as well.

The transformation did not happen overnight. The 2008-2013 Capital Improvement Program allo-(Continued on page 9)

City encourages Tactical Urbanism

The city of Fayetteville, AR (est. pop. 73,580), is encouraging citizen placemaking via workshops and a new *Tactical Urbanism: Permitting Process, Application & Materials Guide.* Current efforts are focused on improving the city's traffic calming activities.

City Engineer Chris Brown noted during a recent Strong Towns podcast that the city's traffic calming efforts are not as effective as citizens would like. So tactical urbanism is a way to say, 'Here's a chance for you to do something.' It's a natural fit, he says.

To jumpstart the program, the city brought in the urban planning firm the Street Plans Collaborative to conduct a workshop demonstrating the positive effects of low-cost, temporary experiments with existing transportation



infrastructure. The workshop culminated with the creation of a 90-foot bike lane and a crosswalk using temporary chalk paint. "The idea was to show how quickly an idea can become reality without spending a lot of money on something that may not turn out to be the best solution," reports the local *Fayetteville Flyer*.

"That's when the public got more excited and engaged," says Brown. "As we began looking at the process, that's when the public really began talking about this and bringing in ideas they wanted to try. [Traffic calming] is something we have not been able to address as a city, so this is an opportunity for the public to be involved."

Making projects possible for average citizens

A permitting process was created for citizen-generated projects. "We tried to design it so that a layperson could understand what we are looking for — a sketch, timeframes of when they want to do this and how long they want to leave it in, and we provided some guidelines on where to put these projects, such as not on state highways, and [to] be really careful with collectors and arterials," Brown says.

The city has software which allows proposed projects to be automatically shared with the police, fire, parking, and any other department that might be impacted by the idea during and after implementation. "They review and send comments, which we compile," says Brown. "We have denied some, or made comments. And there may be other permits required, such as for a street closure. We are also prepared to provide technical assistance if some traffic control issues are there or whatever [the need] might be. We will guide them," he says.

There were concerns about allowing nonprofessionals to design projects for the public way, Brown acknowledges. "Liability is the first thing that jumps to mind," he says. Adherence to rules regulating roadway striping and signage placement were a concern, as well. "Our fire department is very concerned about emergency access, and our police department is very concerned about safety. All of those groups had concerns. We talked to our city attorney about what the liability issues are in allowing people to do these things. It turns out that because of our state laws, we have pretty wide immunity from most things, so the liability concern was not really there from the city attorney's side."

The safety and logistics were another matter, but, "after all those discussions hammering out who would do what, and when, and using the software [to] share with impacted departments," the city's new *Tactical Urbanism* guide, written in laymen's terms, was published.

Piloting citizen projects

As a beta test, the guide and new permitting process were sent to a few people who had contacted the city about projects in the past. "We told them, 'We want you to test this. We want to use you to hammer out our process.' We got some of those [permit requests] in, and had a meeting with the public safety folks."

There was some pushback over proposals to do things a new way, but, "it encouraged the group to say that these were things that could happen, but only for a short time," says Brown. "The whole point of tactical urbanism is to try something and if it's not working, you are not stuck with it." Various city department staffers came to realize that they could live with the temporary installations, as long as they were . allowed input before anything more permanent was implemented.

"We ended up with four or five applications," Brown says. "Two of the four were denied, and we told them, 'You need to go about this in a different way.' Another two were approved and implemented."

One project saw city crews and volunteers installing a temporary mini-roundabout at a busy downtown intersection. During a second project, volunteers worked for four hours to make changes that would mimic another intersection which features curb extensions and planters designed to slow traffic and create a safer environment for pedestrians in the city center. According to the *Fayetteville Flyer*, the latter project cost \$500, paid for by the applicant.

The city immediately got telephone calls both positive and negative. Many citizens called to say it was "cool." However, engineers and others in the area called asking if the projects met industry standards. Discussions to identify, "what's really a problem and what's a perceived problem" were required, says Brown. "If it's a big problem, we almost immediately get back to the applicant to say, 'Hey, you need to tweak this.""

The pilot projects came to an end late last fall, to be followed by discussion about what worked and what did not. Long-term solutions will be sought, whether those are a continued effort by citizens or something that becomes part of the city's work plan, Brown says.

"Some of the applicants realized this is harder than it looks," says Brown. "The experts make it look easy, but for the general public, it really is not that simple. And it's a manpower issue, because you need a city staff member involved while they are laying it out to make sure to get it done properly." Even temporary installations must have reflective elements and signage that is the appropriate distance from the curb, he says.

One added benefit to this process has been a cross-training of sorts that is allowing city departments to understand each other's needs better, says Brown. "It's helped me to understand better what the other departments involved are thinking and why they are so resistant to some of these things," he says. "It's important to sit down with them and talk through and understand their perspective. Now, when we get calls asking, 'Why can't you do this,' I can say, 'Here's why.""

While some proposals from the public are not feasible for a variety of reasons, "some of the things people propose do make things safer," Brown says. "It may be less comfortable for cars, but just because something is less comfortable doesn't mean it's less safe. Be open-minded, engage other folks, understand their perspective, and help them understand other perspectives, as well," he advises.



DowntownDevelopment.com

To view Fayetteville's new Tactical Urbanism: Permitting Process, Application & Materials Guide, and the final report from the pilot mini-roundabout project, visit our website and click on Web Extras.



some of these really successful, high-growth companies were having trouble finding talented, mid-career level employees," says Henderson. "There just wasn't enough talent here to feed their appetite for people."

Start small and then go big



The chamber partnered with a local video production agency. "We developed the concept of 'if you are going to go quirky and out in left field, let's make our statements over the top and ridiculous.' And that's where we started developing this idea of a character along the vein of the Shave Club and Old Spice ads who would narrate these and make claims that were patently ridiculous, and that everyone would know were over the top, but were largely delivering the same message, about the aff ordability, the fast Internet. That's all in there, but with sweetener."

Grant funds covered the production of two short videos that were, "a test to see if this works," says Henderson. "Frankly, we were sort of taking a risk here. We deployed the first two and sat back to see what the effect would be. It was pretty overwhelming to the point that making a third was never really a question." The success of the first two videos made it possible for the chamber to get a grant to produce a third, longer and more expensive video featuring an original soundtrack and choreography. "But I think it definitely delivered even bigger than the first two did," says Henderson.

Henderson's strategy with each video release was to post it, and "let it sit for a minute to see how much natural interest it garnered, then start supporting it with other things. For instance, the first video follows an entrepreneur who starts this totally made-up company called Mouth Time, which makes a kissing app for cell phones. After we put it together *Buzz Feed* style, a kissing quiz was released, ostensibly sponsored by this fake company. And when we released the *Cha Cha Land* video, which we shot at the airport, we had musicians and volunteers randomly greet people getting off planes."

The videos were pushed out on YouTube in the hopes of attracting tech talent from other cities, but are also played on a kiosk at the Chattanooga Metropolitan Airport. These two primary modes of delivery were supported "with some things we did on social media, including some paid placement," Henderson says. "We had a few targets, very specific audiences. We did most of our paid advertising through Facebook, and specifically built on audiences in the tech sector, largely in the southeast because our companies had told us that was where they were having the most [recruitment] success."

People who grew up

People who grew up in or were educated locally and might want to return were also targeted. "And we did some targeting in San Francisco and Denver, and in the Chattanooga area itself, because obviously, it's going to play pretty well to a local audience, which serves to get it out to a wider audience."

The hope that locals would share with their own contacts paid off. "In some cases it exceeded what we paid for," Henderson says. "The response rate



DowntownDevelopment.com

To view the first three Literally Perfect videos, visit our website and click on Web Extras.



A series of humorous videos aims to attract new talent and businesses to the city center.

for organic was much, much higher than for paid. By the time we got through with all three of these videos, we wound up with more than 160,000 impressions, almost 100,000 views, about a 70-percent reach, and about 3,000 interactions, whether those were shares or likes or comments."

The video campaign has been "literally the most successful thing we have ever done," Henderson says. "We have people moving here because of it." The videos direct visitors to a ChattanoogaPerfect.com web page that provides less braggadocio and more actual facts about the city's live, work, play attributes. Text and photos tout the high-speed Internet, outdoor recreation, and the downtown dining and event scene. An info graph provides data about those opportunities, along with rental and housing rates. Employment opportunities are also highlighted via brief descriptions and links to several local businesses.

The chamber plans to create more Literally Perfect videos. "As long as these continue to be successful, we would be crazy to stop at this point," Henderson says. "I think whatever we come up with next has to go in a little different direction, though. They can't keep getting bigger and bigger." Fortunately, he notes, the videos don't have to be bigger to get noticed, "It can be very simple, short, and sweet and still get a high response rate just because it's video."

The chamber encourages other city centers to try this technique. "Go for it," Henderson

Breaking into Facebook videos pays off

Jeremy Henderson, creative project manager for the Chattanooga (TN) Chamber of Commerce, notes one caveat to the marketing success of the organization's Literally Perfect video series. "When we first started this, Facebook videos were still a pretty new thing, so Facebook was pushing that pretty hard and giving you preferential treatment if you uploaded directly to Facebook. Who knows how much that played a part? Because it was so new and we didn't have many videos on our Facebook page prior to this, we saw our actions on Facebook go up 700 percent, and page views up 118 percent. Our likes went up 392 percent, and our post engagements increased about 1,500 percent. And because they had formerly not been much of an option, video views increased by almost 5,000 percent. I know some of these numbers are not huge, but for our community, they were," he says.

says, "but with the caveat that humor is hard!

I would just say have the courage to give it a shot. It is different and you will get some resistance. I was very fortunate to have some senior management willing to take a chance and try something different. Try small things first and see how

The video campaign has been "literally the most success ful thing we have ever done. We have people moving here because of it."

that works out — then convince your bosses to let you make a musical at the airport!"

Contact: Jeremy Henderson, Chattanooga Chamber of Commerce, (423) 763-4371, jhenderson@chattanoogachamber.com.

ECONOMIC GROWTH

White Box programs make repurposing older buildings more affordable

White Box programs are becoming increasingly popular as they prove effective at driving redevelopment in city centers nationwide. White Box incentives typically help fund improvements to heating/cooling systems, lighting, electrical systems, bathrooms, and finished (but not yet painted) ceilings and floors. Improvements are meant to make older buildings habitable for new users.

While many White Box programs are city wide, downtowns often see the benefit. That was the case in Covington, KY (est. pop. 40,640), where a downtown building was the first to see Commercial White Box Program funding. The inaugural \$10,000 grant, awarded at the end of 2015, grew out of a partnership between the Covington Business Council, the Urban Partnership, the Catalytic Fund, and the Duke Energy Foundation, according to *The River City News*. Funds helped pay for redevelopment of a historic three-story building located near "the most important intersection in Northern Kentucky."

"Walking through, the 8,000 square feet of walnut floors, huge windows, and high ceilings made the building a really exciting project to get involved with," developer David Vissman told the *News*. "It's probably a little bigger than we had hoped for our first project, but the area was too attractive to pass up. Also, the considerable recent investment made in the area and great neighbors sold us on the building."

The key intersection had eight vacant storefronts at the time. "What happens when these storefronts sit vacant, and some of them have been empty a decade or more, it has a chilling effect on outsiders' views of the area and can deter potential developers and investors from entering in to improve the situation." Pat Frew, executive director of the twin Covington Business Council and Urban Partnership organizations, told the *News*. "And building owners can feel discouraged about getting a return on investment from the cost of making these storefronts inhabitable."

A proven White Box model

Leaders from both Ottumwa, IA, and Racine, WI, say they looked to the successful White Box program in Milwaukee, WI, for inspiration. That program is one component of the Milwaukee Choice Neighborhood Critical Community Improvements Plan. Like most White Box programs, this one also provides a 50-percent match, with a reimbursable grant of up to \$10 per square foot, or a maximum of \$25,000. Applicants continue to be eligible for the city's Façade and Retail Investment Fund grants, but some restrictions to apply when combining the programs.



To read the Milwaukee Choice Neighborhood Critical Community Improvements Plan in its entirety, visit our website and click on Web Extras.

White Box Program expands and adapts

The Commercial White Box Grant Program in Racine, WI (est. pop. 78,860), launched last April and proved so popular that it was expanded and saw some policy changes by August. The program aims to, "encourage the redevelopment of older commercial buildings as vibrant retail commercial spaces within traditional neighborhood districts and downtown," says the city, noting that, "many buildings may be non-compliant with modern building codes and the cost of these improvements often fall to new entrepreneurs."

The White Box program is available to owners of vacant, commercially zoned first-floor spaces in buildings 50 years and older. The program was initially funded with \$100,000 from the city's intergovernmental revenue fund, according to *The Journal Times*. However, it proved so popular that most of those funds were quickly awarded for renovations of four downtown buildings. Two more downtown projects had also been approved by late summer, with several others pending.

"City staff observes that there is a large demand and that the program has piqued the interest of many property owners who might otherwise not consider rehabilitating their vacant first-floor properties," says a city briefing memorandum cited by the *Journal*. "In fact, we are seeing that our program is encouraging people to purchase downtown properties and renovate the first-floor storefronts for occupancy."

In addition to adding another \$150,000 from the intergovernmental revenue fund, the city council adopted three staff-recommended policy changes for the program. One notable change was the adoption of a synset date at the end of 2019. The hope is that by pushing improvements sooner rather than later, the program will have a more dramatic impact on the city center.

Another change allows the owner of a property with more than one distinct vacant retail space with a separate entrance to obtain up to two White Box grants in one calendar year, reports *The Journal Times*. And finally, the White Box program was combined with

the city's Façade Grant program into one line item totaling \$400,000 for the year, with the funds allocated on a first-come, first-served basis to take advantage of the fact that Façade Grant applications have typically been well under the \$150,000 program allocation.

"The advantage to combining line items is that you can allocate a set amount of money to all building-owner type incentives and allow the market to dictate which type of grant the owners prefer to use over the course of a year," the memorandum says.

White Box grants will fund up to \$20,000, with the grant total not to exceed 50 percent of the total white box project cost. The grants can also be combined with Facade Grant funding.

Downtown-specific grant program

In Ottumwa, IA (est. pop. 25,023), one streamlined application is used for several funding mechanisms within the Downtown District Grant Program. These include a Roof Program, Façade Program, Downtown Interest Buy-Down Loan Program, Commercial Paint Program, and last year, a White Box Program was added. The White Box Program is meant to address a funding gap for building owners when it comes to renovating building interiors, according to the *Ottumwa Courier*.

"There were a lot of buildings that the façades were beautiful, they had new roofs, but were still empty," Jody Gates, the city's planning and development director, tells the newspaper. The White Box Program, "is basically to get the entire inside

cleaned up."

Gates was careful to make the distinction between "cleaned up" and "finished," making it clear that rugs, tile, and paint would be a tenant's responsibility. "The program has piqued the interest of many property owners who might otherwise not consider rehabilitating their vacant first-floor properties."

To apply for the White Box Program, applicants must attach a project description, two itemized estimates, photographs, a copy of the deed, and a certificate of zoning compliance to the application.

Successful applicants see a 50-percent matching grant not to exceed \$10,000, paid out as a reimbursement. To be eligible, buildings must have a sound roof, sturdy foundation, and be structurally sound.

ATTRACTION

Easy access and activation keep feet on the street during winter months

The city of Houghton, MI (est. pop. 7,708), is determined to meet two goals each winter: keeping walkways clear and comfortable, and creating as many fun, outdoor events as possible.

"One of the biggest things is that we try to be proactive in keeping the sidewalks clear," says Eric Waara, city manager. "We try to keep things walkable for folks. We also provide "winter harbors" for people, places they can stop off to use a restroom or find something cool to look at. We're white for six months of the year, so we make sure there's something interesting out there." Although city ordinance calls for each building owner to scrape and salt a section of sidewalk, the public works crew instead operates special equipment each morning to provide a consistently clean pathway. Any chunks of snow that have fallen off cars into the streets, as well as piles of plowed snow, are hauled away weekly.

Rather than viewing all that snow as a negative, the city has found ways to create fun and engaging downtown activities for people of every age.

Located in a hilly area, with a drop of about 400 feet in elevation across the down-

town, the city finds it relatively easy to stack up the snow, using it to create temporary recreation areas.

"We have a very strong skateboard/snowboard community here," says Waara. "I can see Mount Ripley [ski area] out my window, but some urban snowboarding happens once in a while, too." On years that the weather cooperates and the snowboarding community expresses interest, the city closes off a block of the downtown on a hill with a 30 foot drop and fills the area with snow. "We put in rails and jumps and had an entire weekend of snowboarding downtown. It was really, really cool. It requires getting in touch with the right groups, though. The municipality can't do everything. We need to engage passionate people to help make this happen."

Each year around Valentine's Day, the city closes another downtown block and installs a temporary Yooper Luge. A Yooper, Waara explains, is a resident of Michigan's Upper Peninsula. "We start setting it up on a Thursday night, piling all the snow on an uphill/downhill block. Then we host a competition for cardboard sleds, with everyone from little kids to college students doing it. It's crazy. It's fun. Over the last two years, we've had 30 mph winds and 0 temperatures and got more people out than when it's nice ... crazy," Waara says.

Downtown businesses are quick to take advantage of the event crowds, with one downtown restaurant offering free hot chocolate both at its location and from an outdoor table during the event. And when a confer-

Resources for vibrant winter main streets

The Winter Cities Institute offers ideas to make northern communities more livable and sustainable. Resources at wintercities.com include case studies, articles, and data to help northern communities "address the problems of snow and cold while enhancing the advantages, opportunities, and beauty of the winter season." A positive approach to winter "benefits the attitudes of residents, and bolster's the community's ability to attract new business and residents," says the organization. ence of women engineers was in town during the Yooper Luge one year, "we bought sleds and flying saucers and we just left them," Waara says. "We had people downtown eating, and hitting the bars, and all these grownups who spent the night sledding and had a blast."

The city is also taking advantage of its waterfront this winter with the introduction of a Polar Plunge "We are working on a fundraiser with a law enforcement organization that works with the Special Olympics," says Waara. "We've got about 7,700 people here, but when the students return to the universities and workers are in town, that increases to about 20,000. We need to keep doing fun and innovative things for them."

The city also works to enhance Michigan Technological University's Winter Carnival, which takes place throughout the downtown in early February. Efforts have included ice luminaries scattered throughout the downtown, free horse and carriage rides, and fire barrels to serve as warming stations for carnival attendees. "We put up a snow house this year for winter carnival," Waara says.

The city also has ice cut from the lake and brings in a chainsaw artist to spend two days making ice sculptures throughout the downtown. "That brings a lot of people out," Waara says, "and those [sculptures] will be there for a month-and-a-half." In years past, there have also been an ice pyramid, and a contest encouraging businesses to create snow sculptures near their storefronts. "One of our bars built a really cool martini glass. That kind of thing gets people out to shop and eat," he says.

"We are also a big hockey town, the birthplace of professional hockey, so we embrace the hockey culture quite a bit," says Waara. "You have all this snow. You might as well do something with it. But we do have a lot of access points. By and large, if you do a good job with the snow [removal], pedestrians will come. We try to keep it immaculately clean."

Contact: Eric Waara, City of Houghton, (906) 482-1700, citymanager@cityofhoughton.com.

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Revitalization project yields flexible walk/bike/drive/event space - Continued from page 1

cated funding to study how to improve the corridor and create a comprehensive street plan based on community feedback. Early on, the city began working closely with property and business owners, as well as the public, to create a community vision and configuration of what pedestrian-friendly features and amenities should be integrated into future development along the corridor.

The city was also busy securing funding to help offset the renovation's nearly \$3 million price tag. The Washington State Department of Ecology awarded the project \$739,000, and the Transportation Alternatives Panel awarded the city \$857,438 to help fund walkability aspects of the project.

Much of 2014 was devoted to honing specific details of the project to restore Park Lane's walkability while also better protecting Lake Washington. Stakeholder visioning workshops resulted in a set of Guiding Principles and informed a consistent vision for the future of the area. Guiding Principles include:

- develop visual connections along Park Lane, which is also consistent with the city's long-term goal of connecting the area to the waterfront;
- enhance Park Lane as a regional destination;
- encourage economic vibrancy and diversity;
- ensure equitable access for all;
- and create high-performance greenscapes.

Stakeholders also developed three alternative design concepts that were presented to the public for comment, including Pedestrian Promenade, Complete Street, and Festival Street. The preferred design concept that emerged is a flexible, plaza-style street integrating the most favorable elements from all of the stakeholder's design concepts.

Creating flexible space for every type of user

Ailing and inappropriately sized trees along Park Lane were replaced with diseaseresistant, street-appropriate species to ensure a healthy tree canopy in the future. To create more user balance, pedestrian-friendly amenities were added to the streetscape, including outdoor seating and plantings which provide separation from vehicles. And while traffic calming measures were incorporated, the lane was designed to maintain existing traffic flow and access for emergency vehicles, and to provide parking. The final Flexible Festival Street concept resulted in the net loss of only four parking spaces.

"Throughout the public participation process, the public expressed wide support for street closures for fairs, festivals, and markets," says the city's public works department. "In addition to cafes and retail space, the public comments reflect a desire to see public pedestrian spaces without curbs and a raised intersection at Main Street and Park Lane for entertainment. Raised crosswalks, especially at the entrances to Park Lane on both the west and east end, rain gardens or other Low Impact treatments, and a healthy tree canopy were all design elements with strong community support."



New elements introduced into the streetscape invite users to bike or stroll along the retail corridor to enjoy art, greenscapes, and events.



DowntownDevelopment.com

To view a video about the Park Lane project, visit our website and click on Web Extras. Construction was completed in 2015, with the area opening to foot and bicycle traffic a week before it opened to vehicles. About 36,000 square feet of multi-colored pavers now cover the curbless street and sidewalks. Tables, chairs, benches, attractive bio-retention planters, and a series of bike racks were installed, as was new pedestrian-scale LED street lighting. And a series of bases installed along the lane allows for rotating art exhibits.

Seating is also provided in defined areas for each restaurant along Park Lane. The city hosts free art walks, musical performances, and other events at the Park Lane plaza. Bollards placed at the ends of Park Lane were installed to allow the street to become pedestrian-only during special events. Park Lane is also now much more sustainable, with permeable pavers and bio-retention planters handling all of the runoff. The renovation of Park Lane netted the city a Planning Excellence award from the American Planning Association, which called the project, "a clear example of planning and urban design ingenuity."

"Working together with property and business owners, as well as community members, the stakeholders came to a consensus to move forward with a plaza-style redesign which balanced the desire to increase walkability and allow for a flexible use of the space without eliminating automobile traffic entirely," says the Association.

"Local business owners have offered unanimous praise for the new design and reported a surge of new customers as the project came to completion," the Association says. "Park Lane is a street people go to, not just through, and demonstrates that mundane street repairs need not beget mundane solutions."

PATHWAYS AND PUBLIC SPACES Crime prevention through environmental design

In response to rising crime in the city of Redding, CA (est. pop. 89,861), the chamber of commerce embarked on a number of activities to educate local business people and residents about steps they could take to reduce crime and boost the perception of safety.

Relying on principals of Crime Prevention through Environmental Design (CPTED) the chamber and police department developed a 12-step checklist of actions focused on physical improvements such as lighting, sightlines, entry design, and landscaping to deter loitering and crime. Stakeholders can:

- Post compliant No Trespassing, No Loitering, and Private Property signage.
- Sign, notarize, and submit a consent to enforce form.
- Disarm exterior electrical outlets and water spigots.
- Add security cameras at building access points.
- Trim bushes and trees that block exterior lights.

- · Remove graffiti and garbage immediately.
- Evaluate perimeter security measures.
- Join a neighborhood watch group.
- Hire a private security company.
- Switch exterior lighting to LED.
- Add a security system.
- · Fortify door locks.

In addition, the chamber hosted a Light Up Downtown event. Partnering with the city, law enforcement, the electric utility, VIVA Downtown Redding, and a local neighborhood watch, the chamber encouraged local businesses to, "think about how they can make changes on their property to deter crime and keep customers safe," says local ABC affiliate KRCR TV. A lighting retrofit rebate program from the local electric utility provides an added incentive.

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Safety measures for farmers market

Every Thursday evening from 6 to 9 p.m., the Downtown SLO Farmers' Market in San Louis Obispo, CA, is in full swing with local produce, prepared foods, and live entertainment. Now, city leaders are considering plans to bolster security at this popular attraction.

Under consideration is replacing the sawhorses which currently block traffic with sturdier, retractable bollards.

"It's just being proactive," Mayor Heidi Harmon tells the *News Times*, "It's a recognition that all communities are having to think about the potential security threats we've seen throughout the country and world in outdoor spaces. Communities are having to, unfortunately, really look at this and spend some fairly serious money."

Valentine's Day brings out downtown lovers

February marked the second year in which the Friends of Old Town Stayton (OR), celebrated Valentine's Day with a Walk of Hearts. The



event sees large red hearts adorned with personal messages hung from the lamp poles along the downtown's main street.

Messages are hung for the entire month. The cost per side is \$25 with proceeds supporting the work of the Old Town group. Downtown lovers may purchase via an online order form at www.friendsofoldtownstayton.com/walk-of-hearts.

Gateway emerges from grayscape

The First Hill Improvement Area in Seattle, WA, considers the Interstate underpass between James Street and Cherry Street to be a "prominent vehicular and pedestrian gateway to the district." Unfortunately, the 72 columns supporting the overpass present a "drab concrete grayscape."

With support from the city, a local arts nonprofit, and hundreds of volunteer-hours, the columns were re-imagined and became "Sunlight Over First Hill," which illustrates the movement of the sun over the district and provides a colorful gateway.

Trucks banned from city center

If passed, a proposed ordinance would ban delivery trucks from much of downtown Savannah, GA. As it's written, there would be exceptions for certain purposes, such as movie crews, moving crews, and construction companies. There would also be exceptions for local emergencies. "The

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real issue is to try to restrict some of the larger vehicle traffic in the nontransit parts of town," Alderman Bill Durrence tells WTOC TV. "They do damage to the infrastructure, jumping the curbs, sidewalks, or even the grass in some of the squares as well as damaging some of the tree canopies when they bang into low limbs," Durrence says.

Landmark becomes event venue

Located on the eastern edge of downtown Tampa, FL, the historic Tampa Union Station is a 1912 Italian Renaissance Revival-style building. In addition to serving Amtrak passengers, the restored station, with immaculate period interiors, will soon host special events. A five-year events management contract is hoped to both raise funds for the ongoing maintenance of the building and to activate this area of downtown, reports biz journals.com.

Initially, there were concerns about scheduling events around Amtrak arrivals and departures, but the event company will work around that, says Thomas Snelling. the city's director of planning and development.

Airbnb not welcome here

In addition to being a city and county seat, Asheville, NC, draws tourists from the surrounding region to experience its history, music, and art. Beginning in January, visitors seeking to stay overnight in the downtown had fewer options. The City Council voted to restrict new

Get fit downtown

In early January, the City of Janesville, WI, began the process of bringing an outdoor "Fitness Court" to the downtown. The court will include 30 individual pieces of equipment, shock-resistant sports flooring, and exercise stations that allow up to 28 people to use the court at the same time.

The court would draw people downtown and promote healthy living, Public Works Director Paul Woodard tells *The Gazette*.

The Fitness Court was developed by National Fitness Campaign, which notes at its website that it has placed courts in 4,000 communities in the U.S. Canada, and Australia.

Janesville looks to fund the downtown Fitness Court with city funds, a grant from a regional health system, and a grant from National Fitness Campaign.

To learn more about the Fitness Court visit www.nationalfitnesscampaign.com.



"vacation" rentals in an effort to retain the residential character of the downtown.

"This is about stemming the tide of lost housing," Councilwoman Julie Mayfield tells the *Citizen Times*. The paper adds that, "The new restriction happens in a city center recognized internationally as a tourist destination, but where there is also a growing feeling by many locals of being overwhelmed by visitors and businesses catering to them." The rise of Airbnb and other services has spurred the conversion of homes to short-term rentals, says the *Times*.

Street redesign encourages pedestrians

The Downtown Modesto (CA) Partnership is working with the city and the local community to redesign a major downtown thoroughfare to encourage walking, increase on-street parking, and slow traffic, all with the aim of making downtown more inviting for visitors.

The work would include reducing the City's J Street from four to two lanes, eliminating the center turn lane and adding diagonal parking along much of the street.