



CITY OF ELKO
CITY MANAGER
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775) 777-7110/FAX (775) 777-7119

The Elko City Council will meet in regular session on Tuesday, April 14, 2020
at 4:00 P.M., P.D.T. utilizing [GoToWebinar.com](https://attendee.gotowebinar.com/register/2554939973624093966)
<https://attendee.gotowebinar.com/register/2554939973624093966>

Attached with this notice is the agenda for said meeting of the Council.
In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko
Website, <http://www.elkocity.com> the State of Nevada's Public Notice Website,
<https://notice.nv.gov>, and in the following locations:

ELKO CITY HALL
1751 College Avenue, Elko, NV 89801
Date: Time Posted: Thursday, April 9, 2020 at 8:30 a.m.

Posted by: Kim Wilkinson Administrative Assistant

Name

Title

Signature

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

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering. Please register for the Elko City Council Regular Meeting on April 14, 2020, 4:00 P.M., P.S.T. at: <https://attendee.gotowebinar.com/register/2554939973624093966>

After registering, you will receive an email confirmation containing information about joining the webinar. For information regarding GoToWebinar, please visit the following link: <https://support.goto.com/webinar/how-to-join-attendees> Members of the public that require assistance may contact the City Clerk at 775-777-7126.

Dated this 9th day of April, 2020

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, APRIL 14, 2020
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA
GoToWebinar.com
<https://attendee.gotowebinar.com/register/2554939973624093966>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering at the link above.

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. Comments may be made through GoToWebinar.com or by emailing cityclerk@elkocitynv.gov. **ACTION WILL NOT BE TAKEN**

APPROVAL OF MINUTES: March 18, 2020 Regular Session

I. PRESENTATIONS

- A. Review and possible approval of the Fiscal Year 2020/2021 Tentative Budget, inclusive of all funds, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide a revised budget presentation and will be requesting tentative budget approval. JB

II. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2020, to apply Micro Slurry Seal to select City Streets, and matters related thereto. **FOR POSSIBLE ACTION**

Micro Slurry Seal is a preventive maintenance treatment, which will be applied to approximately 61,408 lf. of selected city streets, plus the parking corridor between 7th Street and 8th Street, which were identified and adopted as part of the City of Elko Street Inventory. This work will be completed after July 1, 2020. DS

- C. Review, consideration, and possible issuance of final acceptance for the WRF RBC Removal Project, and matters related thereto. **FOR POSSIBLE ACTION**

Great Basin Engineering Contractors has completed the work. Staff recommends the issuance of final acceptance. There was one change order for \$786.00 for the repair of WRF RBC SCADA line. DJ

- D. Review, consideration, and possible issuance of final acceptance for the 18" Water Line Relocation Project, and matters related thereto. **FOR POSSIBLE ACTION**

Ruby Dome, Inc. has completed the work. Staff recommends the issuance of final acceptance. There was one change order for \$4,693.00 for additional excavation and pumping costs. DJ

- E. Review, consideration, and possible approval of a Professional Services Agreement with ZGA Architects for Construction Administration of the new Combined Water/Sewer/WRF Shop, and matters related thereto. **FOR POSSIBLE ACTION**

At the March 10, 2020 meeting, Council awarded the bid to MGM Construction for the Water and Water Reclamation Facility (WRF) Shop. This PSA includes services and fees for the Design Team's Construction Administration (CA) during the 14-month construction schedule. DJ

- F. Consideration and possible authorization for Staff to solicit bids for Airport Improvement Project No. 3-32-0005-051 (AIP 51), Snow Removal Equipment (SRE), and matters related thereto. **FOR POSSIBLE ACTION**

Council previously authorized Staff to apply for FAA Grant Application #AIP 51 on January 28, 2020. The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and sander. The purpose of the project is to replace old equipment that has exceeded its useful life with newer equipment. The project will benefit the Airport by supporting or improving operational levels by providing SRE that will replace less-reliable and difficult-to-maintain equipment. This project is estimated to cost a total of \$ 472,812.5. It is anticipated that this grant will be fully funded without match. In addition, the FAA will issue this grant based on bids. JF

III. NEW BUSINESS

- A. Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with

Parrado Partners, LP for Phase 3 of the Great Basin Estates Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

As required by Elko City Code 3-3-21, the City and Parrado Partners, LP entered into an agreement to install improvements for Phase 3 of the Great Basin Estates Subdivision on June 25, 2019. Parrado Partners, LP has completed the majority of the improvements with the exception of the final repairs required after an inspection on December 19, 2019. The developer is now requesting to post a performance guaranty in accordance with Elko City Code 3-3-22 and the approved performance agreement to cover the cost of the repairs. To accomplish this, Staff has determined that the City and the developer need to revise language in the agreement to install improvements to allow the posting of a performance guaranty for the remaining work. SAW

- B. Review, consideration, and possible approval to utilize targeted grazing as a means of managing noxious and invasive plant species within the Humboldt River Area Recreation Project (HARP), and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko is currently under contract for targeted grazing services on various designated park properties including SnoBowl, and drainage off of Copper Street. Additionally, Staff is seeking authorization to utilize grazing as part of program to manage noxious and invasive plant species along the Humboldt River Corridor within the designated HARP boundaries. JW

- C. Review, consideration, and possible authorization to allow the City of Elko's contracted goat herder to camp overnight along the HARP Trail for the purpose of providing security and oversight, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko is currently under contract with Old School Rodeo for grazing services for the management of noxious and invasive plant species. The contractor is requesting permission to camp overnight along the HARP Trail to provide security and oversight for his herd. JW

- D. Review, consideration, and possible final acceptance of AIP 46 Master Plan Update and accept final completion of the contracts associated with this grant at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

On February 10, 2016, Elko City Council awarded the bid for AIP 46 Master Plan Update to Jvation, Inc. The airport layout plan has been an issue and will be finalized within the next few weeks. Staff and the FAA are asking to close out this out knowing that the final ALP will be accepted by the FAA at a later Date. Jvation, FAA and staff have been working on a Modification to Standard to complete the ALP. Final draw down and all payments have been completed. Total price for this grant was \$511,425.00. JF

- E. Amendment No. Two (2) to Contract Dated February 26, 2019 Between Jviation, INC and The City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between The City of Elko and Jviation, Inc. Jviation contract amendment #2 will cover fees associated with Airport Improvement project AIP 51 acquire snow removal equipment. JF

- F. Review and possible approval of the Rental Car Concessionaire Deferral Policy, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide the Rental Car Concessionaire Deferral Policy for City Council consideration. JB

IV. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible adoption of Resolution No. 08-20, a Resolution Adopting a Hazard Mitigation Plan, and matters related thereto. **FOR POSSIBLE ACTION**

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by the Disaster Mitigation Act of 2000, provides the legal basis for state, local, tribal, and territory governments to undertake risk-based approaches to reducing natural hazard risks through mitigation planning. Also, the Stafford Act requires state, local, tribal, and territorial governments to develop and adopt FEMA-approved hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects. Jurisdictions must update their hazard mitigation plans and re-submit them for FEMA approval every five years to maintain eligibility. The Elko County Office of Emergency Management prepared a Multi-Jurisdictional Hazard Mitigation Plan (HMP) encompassing Elko County and the Cities of Elko, Carlin, Wells and West Wendover that was adopted in 2008, then updated in 2013 and 2019. However, the 2013 update was not adopted by the Elko City Council. Adoption of the 2019 HMP Update does not obligate the City of Elko to pursue disaster assistance, grants or any other type of funding, and implementation and management of the 2019 HMP Update will be left to the discretion of the Elko City Council. MG

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition requesting the sale of City owned property pursuant to NRS 268.062, approximately 3,073 sq. ft. parcel, referred to as APN 001-013-018, located generally east of Sewell Drive, south of Walnut Street and north of West Sage Street, at public auction, and authorize Staff to obtain the required appraisal, and matters related thereto. **FOR POSSIBLE ACTION**

Two adjacent neighbors have petitioned the City of Elko to sell a city owned parcel formerly Well 16 parcel. If Council accepts the petition, an appraisal will be

obtained and Council will hold a meeting on the fair market value of the property and adopt a resolution declaring its intention to sell the property at public auction. SAW

- B. Review, consideration, and possible action to accept a petition requesting the lease of City owned property pursuant to NRS 268.062, approximately 8.69 acres, identified as APN 006-09G-027, at public auction, and authorize Staff to obtain the required appraisal, and matters related thereto. **FOR POSSIBLE ACTION**

ESM2, LLC has petitioned the City of Elko to lease a city parcel identified as APN 006-09G-027. If Council accepts the petition, an appraisal will be obtained and Council will hold a meeting on the fair market value of the property and adopt a resolution declaring its intention to lease the property at public auction. SAW

- C. Review, consideration, and possible action regarding multiple requests for financial relief for lodging businesses, specific to water/sewer bills and/or transient lodging tax, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the COVID 19 Government 30-Day shutdown, many lodging businesses have experienced reduced occupancy. Numerous letters have been submitted for City Council review and consideration. SAW

VI. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 850, an ordinance amending Title 8, Chapter 18 of the Elko City Code entitled "Public Improvement Standards", and matters related thereto. **FOR POSSIBLE ACTION**

First reading of Ordinance No. 850 was conducted on March 10, 2020. SAW

VII. REPORTS

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

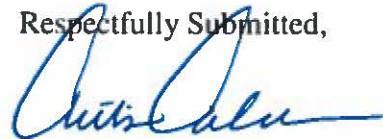
COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS March 18, 2020

The City Council of the City of Elko, State of Nevada met for an emergency meeting beginning at 4:00 p.m., Wednesday, March 18, 2020.

CALL TO ORDER

This meeting was called to order by Mayor Reece Keener. Governor Sisolak declared a statewide emergency last night. Due to the unusual nature of this meeting, the agenda may have items added on an emergency basis.

The Agenda for this meeting of the City of Elko City Council has not been posted with advance notice due to an emergency, as defined in NRS 241.020(10).

Mayor Present: Reece Keener



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

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Dale Johnson, Utilities Director
 Matt Griego, Fire Chief
 Dave Stanton, City Attorney
 Tom Coyle, Deputy City Attorney
 Lauren Landa, Deputy City Attorney
 Ty Trouten, Police Chief
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Jon Karr, owner of several businesses located on Silver Street, said he was present as a businessperson and a County Commissioner. The County had an emergency meeting yesterday to hire Annette Kerr as the Acting Emergency Liaison Manager to keep us informed. As a business owner, he will abide by what the City says if a shutdown order is put in place, but he has taken extra measures to ensure the safety of his customers. He hopes the City allows businesses to remain open. He has stockpiled on cash and will guarantee that his employees will be paid. Not all businesses can do that. Elko is not the Las Vegas Strip and he will recommend to other business

owners to cut down on the number of tables and clean with bleach. He felt the governor was over zealous with 30 days.

Dale Johnson, Utilities Director, said there have been some issues lately with sewer backups with people flushing wipes and paper towels. They may say flushable but they are not. He is asking people not to flush wipes. Tap water is safe to drink and asked that people not hoard bottled water.

Chief Griego said from the Emergency Management side of things, they have been participating in the Joint Emergency Operations Commands Center (EOC) with the County. They had a meeting with all of the grocery stores in the area to find out what they are doing to keep their shelves stocked. If people shop normally, there would be no shortages and they could keep up with the supply.

Councilman Hance asked about the earthquake in Salt Lake City.

Chief Griego has not heard anything since they are still doing damage assessments.

Curtis Calder, City Manager, said the air traffic out of Salt Lake has been postponed. That is effecting Elko. Our flight went out today and it was diverted to Pocatello.

Councilman Hance said he was asking because Associated Foods has a distribution center in West Valley. There is a potential that everything that comes our way from the east being disrupted for a day or two at least.

Mr. Calder stated the issue at the airport would affect our Air Med transport so they wouldn't be able to land in Salt Lake. They probably have alternative sites to land.

Chief Griego said the local grocers are working together to try to put limits on purchases. Smiths and Albertsons are working on senior hours. They are working together to ensure everyone can get the products they need.

Mayor Keener called for further public comment without a response. He closed public comments. We do not have a medical crisis in Elko to date. We have had zero positive tests of coronavirus. These are troubling times but not a time to panic. Cool heads need to prevail. Fundamental questions for us today, as we digest the Governor's 30-day closure order of non-essential businesses: 1) what are the appropriate measures for safeguarding the health and safety of our community; 2) what will operations of the City look like over the course of the next month; 3) how will the City conduct critical business for paying bills, building inspections, and things of this nature, including formulating our budget during this time; 4) what will the advisory be to the business community and will the Elko Police Department enforce any closures; 5) how do we, as a governmental body, instill confidence and subdue fear. In terms of welfare of the community, the City needs to: 1) provide the public access to timely and accurate information and there will be many rumors circulating on social media. Don't believe everything you read. Everyone will have a lot less anxiety if they limit exposure to news and social media during this time. 2) In conjunction with other governmental entities, we are operating an Emergency Operations Command Center to coordinate the response and to manage the situation; 3) Address the financial stress that residents will experience. Just a reminder, if you have not filed for your federal income taxes yet, please just do this immediately so you can hopefully get the refund you are owed very soon. 4) Communicate resource availability through government, church and non-profit groups

that serve the community. Our emergency personnel are striving to get the test kits and get the drive-thru screening set up.

I. EMERGENCY DECLARATION

- A. Review and possible action to declare an emergency based upon State of Nevada Governor Sisolak's 30-Day statewide shutdown of "nonessential" businesses, including casinos, hotels, bars, gyms, beauty salons, barber shops, malls, and restaurants that do not provide take out or delivery services, and the resulting financial and operational impact on the City of Elko, and matters related thereto.
- FOR POSSIBLE ACTION**

On March 17, 2020, Governor Sisolak ordered a 30-Day statewide shutdown of "non-essential" businesses, effective at 12:00 noon on March 18, 2020. This unexpected coronavirus containment action creates an immediate and significant impact on our citizens, regional partners, and the City of Elko government.

Although the shutdown order excludes Fire, Police, and Airport Services, the City of Elko is responsible for other critical services such as Water, Sewer, Street Maintenance, and Landfill operations. An emergency declaration will allow the operational flexibility needed to comply with the Governor's shutdown order, including the possible suspension of all Collective Bargaining Agreements. CC

Curtis Calder, City Manager, apologized for the short notice. They are still trying to digest the information provided by the Governor's speech last night. We do have a declaration of emergency but we do not have a written order. At this time, it is imperative for the City of Elko to declare an emergency for our own purposes. This is an operational necessity because our collective bargaining agreements have things such as shift schedules and the way overtime is handled. All of those things need to be available if we need it to be able to work around those. Not to say that we will, but we can't do that unless we have an emergency declaration. That is the primary reason we need to have a declaration. There is going to be a ton of unknowns, that, until the state provides clarification to us, we just can't answer. We have received phone calls regarding essential and non-essential businesses. We don't have guidance from the state on that yet. His position is to not direct law enforcement officers to enforce the business closures until we get guidance. We have enough of our own problems right now. We plan on maintaining critical services. In other items in this agenda, we will talk about limitations of what services we can provide and how much public access we will be providing in our facilities. We will have enough staff on hand to deal with critical issues. Initially, we are just looking for the declaration.

Mayor Keener thought it is not the place for law enforcement to dictate who would be open and who would be closed. This has the potential to implode the local and state economy. He wants to keep as many businesses open as possible so that when this is over, people have jobs to return to.

Chief Trouten said something to be aware of, the Sheriff's Office has declared that there are only certain crimes for which people can be taken to the jail. From their position, they do not feel that someone failing to close a business would merit arrest. We don't want to be out penalizing businesses that are going to be suffering hardships as it is from the statewide order. We are limited on what we could do with our local constraints.

Councilman Schmidtlein asked if it is safe to say that we can leave it up to the discretions of business owners whether or not they want to stay open.

Dave Stanton, City Attorney, said that was his interpretation on this. He looked through a press release from the Governor's Office and it appears to be discretionary at this point.

Councilwoman Simons said, unless the governor comes out and says you must police this, then it's completely up to the businesses.

Mr. Stanton said there has to be an order with some mandatory language.

Mayor Keener said we have Assemblyman Jon Ellison and County Commissioner Jon Karr present. Has the governor collaborated with either of them in terms of when this edict was brought down for the closure, the justification for it in our local area?

Jon Ellison, Assemblyman, said they were on the phone last night. They are finding out there are a lot of questions. They are getting clarification on them. Initially, they said they were doing a shutdown for 15 days and now they are saying 30 days. He is asking for a review at 15 days. If there is no crisis, we are putting a large impact on these small businesses. There is a lot that needs to be addressed. He will forward information to the City as he receives it.

Mayor Keener asked if Jon Ellison was directly asked by the Governor's Office if the closure was warranted in his Assembly District.

Mr. Ellison answered no, they did not. He has people calling him from Ely asking about shutting down a hotel. They have no food establishment and they aren't congregating in more than one area so he is looking for clarification on that one. Most of the issues are fear related. Mining was a big issue. Are they going to shut down construction? If they do that then they just shut down the Raider Stadium in Las Vegas. At the mines, they are asking people to sign a waiver as they go in. If they have been sick in so many days then they have to answer yes and pulled off the bus.

Councilwoman Simons asked if they are still bussing everyone in? (yes)

Councilman Schmidtlein answered they are at Level 2 right now. If it goes to Level 3 they will take other precautions. Once it gets to Level 4 then they will go ahead and shut down.

Mr. Ellison said the caucus strongly came out and supported mining last night. That was one of the big issues. Mining isn't just a city or county issue; it is a national issue. The goal is to produce and send all over the world. Regarding construction, some of the big projects, if they shut them down, many of the workers come from the outside.

Councilman Hance asked if NDOT will shut down any projects.

Mr. Ellison answered not that he was aware of. We are working on US93 and putting in passing lanes. He is getting calls from dealers that sell weapons. They are so backlogged that there are thousands of applications that are not being permitted. They cannot get the permits from the State.

Mayor Keener asked Commissioner Karr if Mr. Stokes or if anyone else at the County was contacted to see if this closure order was justifiable for Elko County.

Mr. Karr said there was zero information. There has been some information to Annette Kerr on the cases. She knows instantly, how many cases there are and any deaths. There has been zero communication of how this is affecting the county.

Councilwoman Simons said she worries about her parents and her kids and the fact that people can walk around for days and not know they are transmitting it. It does worry her. However, she felt that means that she can choose to not go to restaurants. If you want to be open that is fine, but she doesn't have to choose to go and use your business. It is one of those times where it is really hard to balance. You don't want to panic or go over the top but you also don't want to look back and see that if you did some things different it would have been beneficial. She is in the dark as much as anyone. She doesn't want to get her hackles up because she is being told to do something that doesn't make sense to her and ignore that this could get back for us. It's not bad for us yet but it could get that way. We need to tread carefully.

Mayor Keener said we are living in a tinderbox with thousands of candles burning at one time. It is inevitable that something bad is going to happen.

Councilman Stone said he agrees with Councilwoman Simons and he has some concerns. We don't have enough clarification from the Governor. His store is closed at this moment. Should he stay closed? He is more concerned about the seniors than anything. Are we getting meals out to the seniors? Can they get the essentials? If one of his employees gets the virus because he chose to stay open, he would feel bad. He believes we need to make the declaration but we need more clarification from the Governor.

Councilwoman Simons said that as more clarification comes, or if we get an order with mandatory language, or if we get a positive case, we can always revisit and change. We do the best with the information we have today.

Councilman Hance said we don't have a case anywhere close. We border on the edge of shutting someone down. After this is over with, there might be some legal action back from business owners that were shut down. We don't need to be in the enforcement business of this. If the Governor truly wants to do it then bring on the guard.

Councilman Schmidlein didn't feel we could take people's livelihoods away from them, especially as individuals and business owners. We have to be practical. We all need to be responsible citizens. He will not tell a business owner to shut their business.

Councilwoman Simons asked about liability.

Mr. Stanton said all we have from the Governor's Office is a press release. In terms of the City's independent obligations, City Council has the ability to declare an emergency without the Governor's order, but that is the circumstance we are presented with today. As a general rule, decisions of the City Council are legislative decisions. Ordinarily those are protected by an absolute immunity. There are different variations on that. His general observation is that if City Council doesn't take that kind of an action in order to close businesses, he doesn't expect that decision will expose the City to civil liability.



**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to declare an Emergency Declaration in the City of Elko, based upon the State of Nevada**

Governor's 30-day statewide shutdown, however, we will not, as a City, determine which businesses are essential or non-essential.

The motion passed unanimously. (5-0)

Mr. Ellison said there were several things the Governor listed. Casinos and sit-down restaurants. Would that motion be amended to say those that were actually addressed by the Governor?

Councilwoman Simons said we will leave it up to those businesses to follow the recommendations set forth by the Governor. Right now, we will not step in and enforce that. It might change later.

Councilman Schmidlein said they are leaving the decision of essential and non-essential up to the business owners.

Mr. Stanton added that in terms of trying to make a distinction between essential and non-essential services, the press release has a kind of gradation for that.

Mayor Keener stated as a political subdivision in the state of Nevada, that might change as it comes out of Carson City. If stronger language comes out, we may need to convene another emergency meeting to clarify those items.

BREAK (technical issues)

- B. Review and possible action to suspend most in-person services at City of Elko Departments and/or Facilities, and matters related thereto. **FOR POSSIBLE ACTION**

Based upon previously issued Centers for Disease Control (CDC) guidance, most Parks and Recreation Facilities and/or events have already been closed and/or cancelled through April 19, 2020. Additional requested public closures include the Parks and Recreation Office, Ruby View Golf Course, and all City Park Sports Fields, Concession Stands, and restrooms. Although limited outdoor maintenance will occur throughout the Park system, the City of Elko Cemetery will remain open. Staff will be available via email and telephone.

Although City Hall and both annex buildings will be closed to the public, Staff will be available via email and telephone. Additionally, the Police, Fire, Animal Shelter, and Airport offices will be closed to the public and minimally staffed. The Water, Sewer, and Public Works shops will also be closed to the public and minimally staffed. The Landfill and WRF Lab will remain open to the public, but the hours of operation may be modified to accommodate reduced staffing levels. The public is encouraged to utilize online services when possible.

Mr. Calder said this item is important if our intent is to comply with the Governor's order and try to get employees home. We will still need a lot of people in the public safety organizations, delivering fire, police, airport and landfill services. We will also need a minimal staff to maintain some level of office work that needs to be accomplished. We still have bills to pay and payroll to make. We want to limit public exposure to the public. Up until today we did not decide to do that. We were still allowing people to come in but if they could drop a bill off in the pay box without contact, do it that way. That would change if you adopt this. As of noon today, we will put signs up saying closed to the public and please call this number. We will have people to answer the

phone and we have online services available. One thing we don't do is take credit cards over the phone. With Council's permission, we can do that. There are some things we can do administratively to try to facilitate customers a little better than we have in the past. That is the intention and he may have missed a function here and there. If Council gives him operational flexibility, he can work with the management team to determine how that will be rolled out. He will want input from all the managers after this meeting, depending on Council's decision, to determine which employees can go home for now. There will be another item to keep people in a paid status even though they are home and expected to be on-call. They may rotate people in on certain days, such as payroll. The landfill is imperative and stays open. Another critical function is the lab at the WRF. He is open to suggestions.

Mayor Keener said we will have to have building inspectors available to keep construction going.

Mr. Calder said it would be a limited Building Department staff. This is assuming the construction companies in town will be working. Something that everyone needs to understand, including staff, is that yesterday we were going 90 miles per hour. With the Governor's order, we will slow down to 15 miles per hour. People should anticipate some level of disruption of service although we will still be available.

Councilwoman Simons asked regarding the Police Department, if everything that citizens would need would be available online.

Chief Trouten said much of the walk-in business is dependent upon other businesses in town. It will be a fluid situation where we can diminish but maybe we need to bring people back in to take care of things. We also have crimes reported in the front office. In that situation, they can meet with the officers. We can comply with locking the front.

Councilman Hance asked if there would be any penalties for work cards that might expire during the 30-day shutdown.

Chief Trouten answered we will have to address that. If the bars are closed, the bar cards shouldn't be a problem. The last he heard, the brothels were intending on closing the bars but not the brothels. We just don't have the answers right now. Since we are not available to provide the work card renewal service, then there shouldn't be a penalty.

Councilman Hance said, regarding the Animal Shelter, if his dog gets picked up, he wants to be able to pick his dog up.

Mr. Calder said we have Karen Walther evaluating what is necessary. We can make those types of arrangements via an appointment. We want to be careful with how we will be handling animal control. For example, will animal control be picking up animals when the shelter is closed? We will go to a limited capacity with animal control. There will still be calls but we won't be actively looking for strays. Where the shelter is getting full, we need to somehow get the animals out. We will still be working with rescue groups. We will stop adoptions for the time period because we don't want our vets up there doing spay/neuters. We are still working through some of those operational requirements but the end goal is to get as many people home as possible so they can shelter in place. If we can reduce the footprint of those employees being at City facilities, we would like to do that but there will be an expectation that they will be on call and they may actually cycle through on certain days to kind of spread out the work force. We would be at diminished capacity for sure.

Councilman Schmidlein said even though the City parks are considered closed, he is under the assumption that if there are people playing tennis or someone is shooting the basketball hoop, that will be allowed. The pro shop at the golf course will be closed but if someone drives in and plays golf, we won't run them out.

Mr. Calder said we can't fence off the park system and keep people off the parks. We expect people playing Frisbee or taking a walk, and that is not something we will enforce. We will not facilitate leagues playing on our fields. Most of the leagues have already canceled their events and practices. The swimming pool is closed as of today and won't be open until the 19th of April, if not longer. The Parks and Recreation office is closed but people can call them for reservations. The club house at the golf course is closed. People can still take walks on the golf course. We will be out there doing limited maintenance. The staff will still need to be out there fixing sprinklers and mowing grass. The cemetery is a critical function. It will remain open. There will be some activity in the parks but it will be limited. We will have to sort through the economic repercussions of that. For example, people that have bought golf passes that will want a refund. We will have to consider all of this as we get into our budget and all of the economic impact this closure is having. The budget we presented a couple of weeks ago is going to look a lot different than our tentative budget we will be presenting in the future. We will need to anticipate and expect a dramatic reduction in revenue and budget accordingly. It is unfortunate, but the good thing is that we are going into this with a full tank of gas. We will use common sense in these closures but we want to make sure people are notified. We will provide as much service as we can.

Mayor Keener asked if the golf pro is intending to be closed. It is a city facility.

Mr. Calder said he wasn't sure if he would comply with the Governor or not but it is a city owned facility and the Parks and Recreation Director, assuming Council takes this action, will notify him immediately that if he not closed, he needs to be closed. He is leasing our facility through that contract. We don't want the public in that facility any more than we want the public in City Hall. The gate will still be open during the day but locked at night.

Mayor Keener noted we are looking for a motion to direct Curtis Calder and his staff to continue working on the operational plan for paring back operations at the City of Elko to more of a minimal level. He called for further comment without a response.



**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to direct City staff to operate at a minimal staff for public services, to include giving the City Manager discretion to make those decisions between meetings, between now and April 19.**

The motion passed unanimously. (5-0)

- C. Review and possible action to amend the City of Elko Sick Leave Policy to allow full-time City employees to use accrued Sick Leave if sent home pursuant to the Governor's shutdown order, with the intention of keeping full-time City employees in a pay status, and matters related thereto. **FOR POSSIBLE ACTION**

Although a large contingent of City of Elko employees will continue to report to work to allow for the provision of critical services, some City of Elko employees will be sent home pursuant to the shutdown order. As the shutdown is based upon

a public health emergency, the proposed policy amendment will allow full-time employees the option to use accrued sick leave. CC

Mr. Calder explained they have talked a lot, between Human Resources and himself, about the quickest and easiest way to send employees home and keep them in a paid status, which means they will still be covered with Health Insurance, PERS contributions, etc. The quickest and easiest way to do that is just make a quick amendment to the sick leave policy so they can use sick leave if they so choose. They can use annual leave and leave without pay. With this amendment, this would give us some interim direction to keep people in a paid status. We may come back at a subsequent meeting and change this to more of an administrative leave with pay or something like that. We want to analyze this further before making that commitment. Right now, because of the short notice, this is the quickest and easiest way to do this and would allow us as early as today to get people home. In the event that someone doesn't have the accruals, this policy also includes the sick leave donation bank. In speaking to the senior managers at the City that have a lot of sick leave that can be donated, we are willing to create a pool of available sick leave so anybody in that situation, the payroll technician can assign that to them to keep them in a paid status. The goal is to make sure all the full-time people that work here that are sent home can stay in a paid status. This does not apply to part-time or seasonal.

Councilman Hance asked if there were any conflicts with any of the Collective Bargaining Agreements.

Mr. Calder answered there probably would be and that is one of the reasons for the Emergency Declaration to give them the flexibility. Each contract is a little bit different with regard to sick leave. Police differs from Fire and OE3. We will come up with a better plan. Some will reject this saying they don't want to take sick leave because this is not their choice. His response is our goal is to keep them employed and avoid some sort of financial impact in your household. We will try to work through a different solution if we can find one but if we can't, this may be the best we can do. It is undetermined. We are looking at what other organizations are doing and seeing if there is a better way to handle it. There will be a big financial impact to the City and we are preparing for that. Our goal is always to try to maintain our workforce but if this shut down were to be extended, nobody knows. There are too many unknowns. We want to keep people paid if we can. Unfortunately, we do not have a policy for the seasonal or part-time employees. We will have to spend some time on that and figure out what we are going to do. Most likely, they will be sent home without pay because we just don't have the capability of paying those folks. That means when this is all over and we are spooling back up, those employees will have probably found other jobs and we will be limited on what services we can provide.

Councilwoman Simons asked if they would be eligible for unemployment.

Mr. Calder answered they would be eligible in most cases.

Councilman Stone asked if we did it as a layoff, would that make it easier for them to make claims.

Mr. Calder answered perhaps but he wouldn't want to go there right now.



**** A motion was made by Councilman Schmidlein, seconded by Councilman Hance, to amend the City of Elko Sick Leave Policy to allow full-time City employees to use incurred sick leave if sent home pursuant to the Governor's Shut Down Order, with the intention of keeping full-time City employees in a paid status.**

The motion passed unanimously. (5-0)

- D. Review and possible action to defer water service shutoffs during the 30-Day shutdown period, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Calder explained this is something that other utility companies are doing. We threw this on the last minute because every month we have shutoffs. It would not be in the public's best interest to do shut offs during this 30-day period.

Mayor Keener asked if it would be advisable to extend this to 45 days. After 30 days, people may not have jobs.

Mr. Calder said it is the pleasure of council. It takes a lot of labor to do shut-offs. We need direction because we can't make the decision at staff level.

Mayor Keener asked if customers still incur late charges.

Mr. Calder answered yes. They just won't get their water service shut off.



**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to defer water service shut-offs during the next 45 days, and note that they will still incur late charges.**

The motion passed unanimously. (5-0)

- E. Review and possible action to cancel the March 24, 2020 City Council meeting and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Calder said he didn't think of it last night but there is an upcoming Planning Commission meeting. The reason for this delay is that we are trying to figure out what better ways we can hold public meetings without having people in the same room. We still need to conduct business. Add to this the April 7 Planning Commission meeting.

Mayor Keener asked about the payables they approve every two weeks. Will that be distributed to Council electronically and they approve or ask questions.

Mr. Calder answered there was some guidance from the Attorney General. We need to find a way to accommodate the public comment period. He thought there was enough technology to hold meetings with very few people. We will have to come up with a way for the public, if they are watching the meeting, can actually comment and interact with the public. We are trying to figure out what everyone is doing for that. We do envision having meetings because we have to have meetings with important business coming up. We need to work through the technology part of it. For the time being, there was nothing on the March 24 agenda that wasn't so critical that we can't move it to the next meeting. The Planning Commission was in the same situation.

Councilman Hance said that if you are watching online you can comment. He asked Diann Byington if she could see the comments.

Diann Byington, Recording Secretary, answered she used to see the comments when there was a different Livestream interface on the computer, but not anymore.

Mr. Calder said they are thinking of advertising on the agenda that Council will still be in a room and it will be video' d but if the public wants to make comments, here is the phone number to call in and make your comment. We want to do this right. Cancelling these meetings will give us some breathing room.



**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to cancel the March 24, 2020 City Council Meeting.**

The motion passed unanimously. (5-0)



**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to cancel the April 7, 2020 Planning Commission meeting.**

The motion passed unanimously. (5-0)

Mayor Keener asked if they could have someone as the point person to keep updates on the website and the Facebook page as often as possible. It will be critical to have information out to the public as soon as possible. He gets phone calls and emails with concerns regarding information.

Mr. Calder answered between Kelly and himself, they handle the information on the website as quickly as possible. We have been putting out press releases daily. This afternoon they will be doing more. It will take them the rest of today to define what our workforce will look like.

Kelly Wooldridge, City Clerk, said there is a banner at the bottom of the City website home page that links to all the COVID-19 information. She is working on creating a City Facebook page and an internal page for city employees.

Mayor Keener asked if Kim Wilkinson will continue to stay.

Mr. Calder answered yes. We may have employees rotating in and out. The doors will be locked and people will be referred to a phone number.

Councilman Hance asked to get the landfill people whatever PPE they will need while interacting with the public.

Mr. Calder said we want folks to use Elko Sanitation as much as possible. There are a lot of unknowns and we will probably have another meeting in the future. He thanked them for coming together quickly for this meeting and making these decisions.

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

DRAFT

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of the Fiscal Year 2020/2021 Tentative Budget, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **30 Minutes**
5. Background Information: **Staff will provide a revised budget presentation and will be requesting tentative budget approval and submittal. JB**
6. Budget Impact Statement:

 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Fiscal Year 2020/2021 Tentative Budget**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2020, to apply Micro Slurry Seal to select City Streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Micro Slurry Seal is a preventive maintenance treatment, which will be applied to approximately 61,408 l.f. of selected city streets, plus the parking corridor between 7th Street and 8th Street, which were identified and adopted as part of the City of Elko Street Inventory. This work will be completed after July 1, 2020. DS**
6. Budget Information: **Estimated total cost of project \$550,000.00**

Appropriation Required: \$550,000.00
Budget amount available: \$550,000.00 requested in the FY 20/21 Budget
Fund name: General Fund: Public Works Department
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for the Public Works Department Street Maintenance Project 2020.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Aaron Martinez**
aaron@amengineering.pro

Agenda Item II.C.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible issuance of final acceptance for the WRF RBC Removal Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. **Background Information: Great Basin Engineering Contractors has completed the work. Staff recommends the issuance of final acceptance. There was one change order for \$786.00 for the repair of WRF RBC SCADA line. DJ**
6. Budget Information:

Appropriation Required: \$193,763.70
Budget amount available: \$250,000.00
Fund name: WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to issue final acceptance.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible issuance of final acceptance for the 18" Water Line Relocation Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. **Background Information: Ruby Dome, Inc. has completed the work. Staff recommends the issuance of final acceptance. There was one change order for \$4,693.00 for additional excavation and pumping costs. DJ**
6. Budget Information:

Appropriation Required: \$99,790.79
Budget amount available: Unbudgeted Request
Fund name: Water
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to issue final acceptance.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Professional Services Agreement with ZGA Architects for Construction Administration of the new Combined Water/Sewer/WRF Shop, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At the March 10, 2020 meeting, Council awarded the bid to MGM Construction for the Water and Water Reclamation Facility (WRF) Shop. This PSA includes services and fees for the Design Team's Construction Administration (CA) during the 14-month construction schedule. DJ**
6. Budget Information:

Appropriation Required: \$183,000.00
Budget amount available: \$1,762,000.00 Total project cost not to exceed 10 Mil
Fund name: Water and Sewer (\$91,500.00 each)
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposal from ZGA, Fee Schedule, Billing Rates, and PSA**
9. Recommended Motion: **Move to approve PSA with ZGA in amount of \$183,000.00 for Construction Administration.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT: **WRF and Water Shop – Construction Administration**

THIS AGREEMENT, made this 31st day of March, 2020, between the CITY OF ELKO, a political subdivision of the State of Nevada, hereinafter referred to as "City," and ZGA Architects & Planners Chartered of Idaho, hereinafter referred to as "Consultant."

RECITALS

1. The City desires to obtain professional consulting services for the following project: **WRF/Water Construction Administration Services**, hereinafter referred to as the "Project."
2. The City requires certain professional design services in connection with the Project, hereinafter referred to as "services."
3. Consultant is able and desires to perform such professional services as may be required by City upon the terms and conditions set forth in this Agreement.
4. The budget for the project as developed by City and acknowledged by Consultant is **One hundred eighty three thousand Dollars (\$183,000.00)**.
5. Consultant has made site inspections, consulted with the City and is fully acquainted with the requirements and scope of work of the Project.

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

ARTICLE I GENERAL PROVISIONS

Section 1.1 Consultant agrees to perform all of the professional services in connection with the Project and comply with the terms and conditions set forth in this Agreement, which shall be performed in a diligent manner in accordance with the highest standards of consultant professionals, and shall provide City and the contractor with any information and documents required by them in order that

there shall be no delay in the Project.

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

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

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

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

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

Section 1.7 All Civil Site and Civil Utility As-Built drawings shall be prepared and submitted in an electronic AutoCAD format with "As-Built"

information accurately displayed and certified by the Contractor's Site Superintendent. All site work shall be on the NAD 83 Nevada East Zone 2701 Ground coordinate system for integration into the City of Elko's drawing database. One set of stamped hard copy of "As-Built" shall be submitted to the City for their records. As-Built information recorded by the Contractor for the buildings will be prepared and submitted to the City in accordance with Section 3.8.12.

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

ARTICLE II

CONSULTANTS

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

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

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

ARTICLE III

CONSULTANT'S BASIC SERVICES

Section 3.1 The services to be rendered by Consultant as provided in this Section shall constitute and collectively be called the "Basic Services" (see MEMO fee proposal). City authorizes Consultant to proceed with these Basic Services. Consultant shall perform the services provided for in this attached MEMO and as set forth and described in this Agreement.

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

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

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

Sections 3.5 – 3.7(The Design Phase of this agreement, has been completed with the PSA dated 2/18/2018)

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

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

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

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

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

1. A site plan showing all buildings in relation to final grades with all proposed connections to existing or proposed roads and utilities. Landscaping shall be blocked in;
2. Plans, elevations, typical cross-sections and typical wall sections of all buildings;
3. Structural, electrical and mechanical systems presented in preliminary and one line diagram form;
4. Plans and specifications describing construction materials and

systems in reproducible form acceptable to City; and

5. Consultant shall supply the City for review purposes complete sets of prints or plans and specifications as City may require. All plans and specifications submitted to the City for approval shall be in conformance with OSHA standards, the applicable laws, statutes, zoning ordinances, building codes and regulations of all city, county, state and federal agencies having jurisdiction over the work, and shall bear all necessary stamps of approval.

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

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

1. The preparation by Consultant of any and all Construction Documents, which shall describe and delineate the Project and shall be in such detail as is necessary to permit complete construction of the Project. The Construction Documents shall include the following:
 - a. Work drawings;
 - b. Site, including results of all subsurface soil investigations, existing grades, new final grades, paving, curbs, utility structures, planting and lawns;
 - c. Structural;
 - d. Mechanical, including plumbing and fire protection systems; and
 - e. Electrical instrumentation.
2. Complete specifications which shall describe the scope, materials and quality of workmanship;
3. General conditions and special conditions;
4. Proposal forms and bidding information. In each instance of

required submittals, 0 copies of the Construction Documents shall be submitted to City by Consultant for written approval. Upon approval, Consultant shall provide City with one set of reproducible working drawings and 0 sets of specifications, as a part of the basic services under this Agreement. Additional sets of drawings and specifications shall be provided, at cost, if requested by City; Consultant shall file all these documents and required revisions as needed with local authorities to produce plans and specifications acceptable by OSHA standards, local building standards, codes and ordinances;

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

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

fixed limit. The providing of this service shall be the limit of Consultant's responsibility in this regard.

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

1. Consultant shall review all shop drawings, materials, samples, schedules and colors submitted by the contractor with City personal for approval. Consultant shall act expeditiously in its review indicating changes where necessary. Consultant shall review for completeness the Contractor's assembled manuals, brochures and drawings needed for operation and maintenance of the Project. Consultant shall review for compliance with project specifications all written guarantees, affidavits and releases, assembled and submitted by the contractor, subcontractors and subordinate subcontractors for delivery to City as required by the Construction Documents.
2. Consultant shall prepare and distribute to all appropriate persons, any necessary bulletins, drawings, supplemental specifications, etc., necessary to clarify or supplement the Construction Documents throughout Phase IV;
3. Consultant shall interpret drawings and specifications as necessary and in a timely manner in order that the requirements of contract documents shall be faithfully carried out. Consultant will keep City informed of the progress of the work. Consultant, to the best of their knowledge, and in accordance with reasonable standards of professional care, shall not accept any work which fails to conform to the Construction Documents;
4. Consultant shall request and promptly review proposals for changes in the work, make recommendations to City, and, upon written authorization from City, promptly issue change orders in conformance with the requirements of the Construction Documents. No changes shall be made to the original copies of the Construction Documents. All changes to drawings shall be made on reproducible copies of the original drawings. Such revisions shall be clearly indicated and a current revisions date shall be included on the

reproducible copy. Changes in the work will be issued by the Consultant to the Contractor with a Construction Change Directive (CCD) approved and authorized by the City.

5. Consultant, if requested by City, shall prepare and issue to the Contractor all requests for change estimates. Change estimates shall be reviewed by Consultant and approved, if requested by City. If City requests changes to the work and requires additional design services by the Consultant, or the Consultant's sub-consultants, compensation for these services will be made to the Consultant based on an agreed upon fixed fee or at cost Time and Material reimbursement
6. Consultant and his consultants shall make monthly or more frequent, as may be required by City, visits to the Project site to observe construction activities, render decisions in the field and interpret drawings. On the basis of Consultant's observations, Consultant shall guard City against defects and deficiencies in the work and review the general quality of construction for reasonable conformance with the Construction Documents. Consultant shall submit periodic written reports, as may be and as often as shall be required by City, on the progress of construction with recommendations as to materials, manpower and quality of work. These monthly or more frequent periodic visits on a regularly scheduled basis are part of the basic services during Phase IV;
7. In cases of apparent conflict in the work caused by two or more trades working side by side or close together, Consultant shall work with the contractor to resolve such conflict, including the resolution of any problems indicated on the coordinated mechanical composite shop drawings prepared by the contractor(s). Consultant shall use his best professional efforts in resolving such conflicts to the end that no additional cost shall accrue to City, or that additional costs will be minimized.
8. Consultant and his consultants (as and when required by City) shall attend meetings in the field, as regular job meetings, on a monthly basis, or more often, as may be required by City. The total number of site visits by out-of-town Consultant or sub-consultants is limited per Section 8.1.1 including compensation for additional trips that may be requested or required;

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

ARTICLE IV

RESIDENT FIELD SUPERVISION

N/A - Section 4.1 If required by City, as part of additional services, Consultant shall furnish one or more qualified engineer field supervisors who

shall be stationed at the Project site for the duration of the Project and who shall be assisted by technical specialists as required. The Project site supervision shall include, but not be limited to, attention to all disciplines listed in Section III of this Agreement.

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

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

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

10. Consultant's field supervisor shall keep and make readily available, a daily diary noting the following, but not limited to, weather, work activities performed, daily pay amount, major events (i.e., accidents, emergencies and form failure), important phone calls, conversations, discussions with contractor and property owners, official visitors name and purpose, major equipment, sizable work forces moved onto or off job, general location of work, record material rejected and reason, delays and duration, total working days.

ARTICLE V

TIME OF SERVICES

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

1. **N/A** - The preliminary site planning and schematic design phase as described in Section 3.5 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall exceed 0 calendar days after issuance of the notice to proceed;
2. **N/A** - The design development phase as described in Section 3.6 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall this time exceed 0 calendar days after approval of the preliminary site planning and schematic design phase;
3. **N/A** - The preparation of Construction Documents as described in Section 3.7 shall be completed within the time limit agreed upon by Consultant and City; however, in no case shall this time exceed 0 calendar days after approval of the design development phase by the City;
4. **N/A** - In any event, all services prior to bid opening shall be completed and all materials delivered to City as provided in Section 3.8 within the time limit agreed upon by Consultant and City; however, in no case shall this time exceed 0 calendar days after notice to proceed, exclusive of times for City reviews; and
5. Services of Consultant after opening of a bid such as checking of shop drawings, construction visits and conferences shall continue

until construction has been essentially completed. (14- months estimated).

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

ARTICLE VI

CITY'S RESPONSIBILITIES

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

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

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

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

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

request of City, Consultant will secure these surveys and will be reimbursed as provided in Section 3.5. Consultant shall be responsible for (i) the adequacy of subsurface soil investigations with regard to the type and number necessary under the particular conditions prevailing at the project site, (ii) the proper interpretation of the results of these investigations, and (iii) the integrity of all structures and site improvements based upon the results of such investigation.

ARTICLE VII

CONSULTANT'S COMPENSATION

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

Section 7.1 For Consultant's basic services as described in the MEMO and attached Fee Proposal, City will pay to Consultant the fee (in this referred to as the "basic fee") in the amount of \$ **183,000.00** notwithstanding total project costs. The hourly category rates for additional services and reimbursable expenses are set forth in the Attached Construction Management - fee schedule dated 3/30/2020.

Section 7.2 For Consultant's reimbursable rates (referred to in this Agreement as "reimbursable expenses," and defined and limited in Article VIII, amounts expended by Consultant on a cost-only basis and in accordance with the attached MEMO - Proposal and Exhibit 'A' Reimbursable rates for services provided for 2020. Which shall remain in effect during the term of this Agreement and which may be made after expiration or earlier termination of this Agreement. Unless otherwise agreed to in writing by and between Consultant and City.

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

ARTICLE VIII

REIMBURSABLE EXPENSES

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

1. Travel, when approved in advance or required by City for Consultant

and his representatives (except for travel in the general area of Consultant's office and/or the project site) it is estimated that no more than 20 trips to the project site will be required, 20 trips are included in Consultant's basic services during Phase IV.

- (14) trips for Architect to attend monthly OAC Meetings.
- (3) trips for Mechanical Engineer
- (3) trips for the Electrical Engineer

If additional on-site trips are required a not -- to exceed limit of \$2,500.00 per trip (billed at Cost, Time & Materials) and shall be invoiced as a reimbursable expense.

Travel reimbursement shall be limited to:

- a. Reasonable actual cost of any taxi, bus, railroad or air travel (coach where applicable);
 - b. Transportation by automobile at .50 cents per mile, plus tolls and parking; and
 - c. Reasonable actual lodging expenses and meals incurred while traveling.
- 2. Long distance telephone calls, facsimiles and telegrams;
 - 3. Costs of printing drawings or specifications requested by the City or required for submittals to approving governmental or regulatory agencies.
 - 4. Statutory fees paid to governmental agencies for securing approvals of authorities having jurisdiction over the Project; and
 - 5. Other items contracted for by Consultant at the specific request of City.

ARTICLE IX

PAYMENTS TO CONSULTANTS

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

work.

1. The Consultant shall provide the City with a monthly detailed invoice indicating the percentage of work completed for each task to date and the cost of work completed and as outlined in the attached MEMO - Proposal. The City agrees to pay invoices within 45 days of the date of receipt. The Consultant may suspend services in the event that an invoice remains delinquent for 75 days from date of invoice;
2. The budget for total charges for services authorized by this Agreement is established at the time of authorization of each Task Order and shall not be exceeded without prior authorization by City. The budget may be increased by amendment hereto if necessary to complete the scope of work or in the event of a change in the scope of work. Consultant shall notify City prior to expenditure of eighty percent (80%) of the budget if the need for a budget increase is anticipated.

On April 2nd, 2020, Steven C. Turney  acknowledges that he/she has read and agrees to this stipulation;

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

ARTICLE X **SUSPENSION OR TERMINATION OF PERFORMANCE**

Section 10.1 City may, at any time and for any reason, direct Consultant to stop Consultant's services under this Agreement for a period of time. This direction will be in writing and will specify the period during which the services

are to be stopped. Consultant shall resume services on the date specified in the direction, or on any other date as City may subsequently specify in writing. The period during which services shall have been stopped shall be deemed added to the time fixed for performance. Stoppage of services under this Section shall not give rise to any claim against City.

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

Section 10.3 In the event that:

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

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

1. Nothing in this Section is to be construed to relieve Consultant from any liability and/or damages sustained by City as a result of any breach by Consultant of this Agreement, and payment by City to Consultant of any monies pursuant to this Section shall not bar City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform his services in accordance

with this Agreement;

2. No amount shall be paid to Consultant under this Section until the services required to be performed to the agreed point of suspension or termination has been satisfactorily completed;
3. Payment by City to Consultant of any monies pursuant to this Section shall not bar City from any and all remedies it may otherwise have against Consultant for any failure of Consultant to perform his services in accordance with this Agreement; and
4. In the event of termination of this Agreement for any reason, Consultant, prior to any payment to Consultant pursuant to this Section, shall deliver to City the complete set of all original drawings prepared to the date of termination. City will have the right to use the ideas and designs contained in this Agreement for the completion of the Project; in the event of termination of this Agreement or upon completion of the Project, City may, at all times, retain the originals of all such drawings, originals of renderings, special art work or models. All drawings, plans, specifications, renderings and models, etc., are the property of City. They are not to be used by any person other than City on other projects unless expressly authorized by City. City agrees that Consultant shall not be responsible for any work which has not been completed as of the date of termination under this Agreement.

ARTICLE XI **CONSULTANT RECORDS**

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

ARTICLE XII **INDEMNITY**

Section 12.1 Consultant shall agree to indemnify, defend and hold harmless the City, each officer, agent, attorney-in-fact and employee of City against all claims for personal injury or wrongful death or property damages

arising out of the negligence, act, error or omission to act in the performance of Consultant's Professional Services or by any negligence, act, error or omission to act in the performance of any consultant to Consultant, in the execution or performance of this Agreement, which shall include the reasonable attorney fees and costs of the City pursuant to such claims.

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

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

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

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

ARTICLE XIII **INSURANCE**

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

1. The Consultant shall maintain the following insurance, at its own expense:
 - a. Worker's Compensation and Employers Liability in the sum of

- \$1,000,000.00;**
- b. Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, and broad form general liability endorsement, covering as insured Consultant and City with not less than the following limits of liability: Bodily Injury and Property Damage (\$1,000,000.00) combined single limit for bodily injury, property damage and personal injury. The consultants shall maintain a similar policy of insurance covering as insured each consultant. City and/or City's lender, if so directed by City, will be specifically named as additional insureds on these policies;**
 - c. Comprehensive automobile liability covering all owned, non-owned or hired automobiles to be used by Consultant and each of Consultant's consultants in the amounts of \$1,000,000.00 combined single limit for bodily injury and property damage;**
 - d. Consultant's professional liability insurance covering legal liability caused by errors and omissions arising out of performance and professional services in connection with the Project and covering as insured Consultant with (\$1,000,000.00) limit of liability, and consultants with an amount of liability approved by City in each case. If the agreed coverage proves not to be available for any reason, Consultant shall obtain approval from City for a revised amount as appropriate; and**
 - e. Consultant and each of its consultants shall provide not less than (\$1,000,000.00) excess of the limits as noted in Subsection (b) comprehensive general liability insurance and (c) - comprehensive automobile liability. These policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against City or any member, officer, agent, attorney-in-fact or employee of City alleging an error, omission or act and seeking damages even if the suit is groundless, false or fraudulent.**

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

Section 13.2 All required insurance shall be maintained with responsible

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

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

1. The insurance company agrees that it will give a thirty (30) day prior written notice of any material change in or cancellation of any of the coverage shown in this certificate;
2. Notice of accident shall be given by Consultant to the insurance company as required under the terms of this policy, or notice of claim shall be given by City to the insurance company as required under the terms of the policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;
3. The presence of representatives of City or other authorized persons on the Project site shall not invalidate this policy;
4. Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate this policy; and
5. City is named and recognized as additional insured to the required general liability, automobile liability and umbrella liability policies.

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

1. Comprehensive general liability insurance shall be kept in force until formal written acceptance of the work by Consultant and City;
2. Valuable papers insurance shall be kept in force until formal written acceptance by Consultant and City;
3. Workers' compensation and employers liability insurance shall be

kept in force until formal written acceptance of the work by Consultant and City; and

4. Consultant's professional liability insurance shall be kept in force for two (2) years after final payment for construction.

ARTICLE XIV NOTICES

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

To City:

City of Elko
1751 College Avenue
Elko, Nevada 89801

To Consultant:

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

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

All payments are to be mailed to:

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

Unless otherwise informed on the face of the invoice.

ARTICLE XV OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XVI **PROFESSIONAL CONSULTING SERVICES**

Section 16.1 Consultant shall not engage any engineers and other consultants without the prior approval of City. Consultant shall be responsible for the performance of the work of all engineers and consultants engaged by him. This shall include the maintenance of schedules, coordination of their work and resolution of all difference between them. Consultant shall pay to any engineers employed to design any part of the Project fees commensurate with the professional services rendered by such engineers. It is understood that all engineers and other consultants engaged by consultant are independent contractors to Consultant and not to City and Consultant alone is responsible for their work.

ARTICLE XVII **PATENTED AND/OR PROPRIETARY ITEMS**

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

ARTICLE XVIII **MONIES WITHHELD**

Section 18.1 When City has reasonable grounds for believing that Consultant will be unable to perform this Agreement fully and satisfactorily within

the mutually agreed time limit fixed for performance, then City may withhold payment of any amount otherwise due and payable to Consultant under this Agreement. Any amount so withheld may be retained by City for any period as it may deem advisable to protect City against any loss.

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

ARTICLE XIX **ACCEPTANCE OF FINAL PAYMENT**

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

ARTICLE XX **LIABILITY**

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

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

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

ARTICLE XXI

ADDITIONAL PROVISIONS

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

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

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

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

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

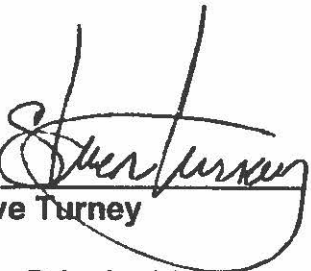
Section 21.6 Successors and Assigns. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

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

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

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

CONSULTANT

By: 
Steve Turney
Title: Principal In Charge

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

By: _____
Reece Keener: Mayor City of Elko

By: 
Dale Johnson

Title: Utilities Director

ATTEST:

Kelly Wooldridge, City Clerk

Memo



**Architects
and
Planners**
408 E. Parkcenter Blvd.
Suite 205
Boise, Idaho 83708

Phone (208) 345-8872
Fax: (208) 343-7162
www.zqa.com

To: Dale Johnson
From: Pat Walsh
CC:
Date: 3-16-2020
Re: Elko Water & WRF Shop – Construction Administration (CA) Fee Proposal

Dale,

Now that the project is moving into the Construction Phase, we propose the following scope of services and fees for the Design Team's Construction Administration (CA) during the 14-month construction schedule:

Construction Administration Services

- Respond to Contractor questions and RFI's (Request for Information)
- Issue ASI's (Architect's Supplemental Instructions)
- Review Shop Drawings and Submittals
- Review 3rd Party Test and Inspection Reports
- Periodic field visits for progress review w/ written Field Reports
- Attend monthly Owner/Architect/Contractor (OAC) meetings including Pay Application review
- Assist the Owner with Construction Contract monitoring
- Site Civil and Utility As-Built documentation
- Final project review, punch list and closeout

Construction Administration Fees

The Design Team's fees for the Construction Administration services listed above are as follows:

| | |
|--|---------------------|
| Civil Engineering: | \$ 48,600.00 |
| Structural Engineering: | \$ 10,700.00 |
| Architectural: | \$ 98,000.00 |
| Mechanical Engineering: | \$ 17,500.00 |
| Electrical Engineering: | \$ 8,200.00 |
| Total Construction Administration Fee | \$183,000.00 |

On-Site Presence and Field Trips during Construction

The CA fees include the following on-site presence by the design team members:

| | |
|----------------------|--|
| Civil Engineer: | On call, as needed (eyes and ears of the entire Design Team) |
| Structural Engineer: | No field trips included |
| Architect: | (14) trips total, for attendance at monthly OAC Meetings |
| Mechanical Engineer: | (3) trips total, (2) during construction, (1) for final review |
| Electrical Engineer: | (3) trips total, (2) during construction, (1) for final review |

If additional field trips or on-site presence is required by, or requested of, any out-of-town members of the Design Team, a not-to-exceed \$2,500 per trip (billed at cost, T & M), will be invoiced as a reimbursable expense.

We are excited that the project is finally moving into construction and look forward to assisting you in bringing your planned facility to reality. If this proposal meets your approval, we will await the City's Professional Service Agreement.

| | | | | | | | |
|---|--|-------------------------|--------------------|---|-----------------------------|-----------------------|------------------|
| Elko Water and Water Reclamation Facility (WRF) Shop | | | | DATE PREPARED 3/30/2020 | | SHEET NO. 1 | |
| PROJECT Construction Management Fees Schedule | | | | <input type="checkbox"/> CODE A (CONCEPTUAL) <input type="checkbox"/> CODE B (DESIGN DEVELOPMENT) <input type="checkbox"/> CODE C (FINAL DESIGN) <input checked="" type="checkbox"/> CONSTRUCTION ADMINISTRATION | | | |
| LOCATION 1600 Sewer Treatment Plant Road Elko, Nevada 89801 | | | | | | | |
| PROJECT DURATION: 14 Months (56 Weeks) | | | | | | | |
| DRAWING NO. | | ESTIMATOR PMW | | CHECKED BY | | | |
| DESCRIPTION | | QUAN. | UNIT COST | SUBTOTAL | | | |
| ZGA Architects | | Hrs / Wk | Total Hours | Hourly Rate | | | |
| Steve Turney - Princ-in-Charge | | 0.50 | 28 | \$ 175 | | \$4,900 | |
| Pat Walsh - Sr Proj. Manager | | 8.00 | 448 | \$ 150 | | \$67,200 | |
| Includes time for (14) Trips | | | | | | | |
| Rebecca Behrens- Intern Arch. | | 3.00 | 168 | \$ 80 | | \$13,440 | |
| Erica Galeai - Accountant | | 0.50 | 28 | \$ 90 | | \$2,520 | |
| Administration | | 1.00 | 56 | \$ 70 | | \$3,920 | |
| | | | | | Subtotal | | \$ 91,980 |
| Civil - Kanakis Engineers | | | | | | | |
| Ferron Kanakis, P.E. | | | | | | | |
| Submittal Reviews + Mtgs | | LS | 1 | \$ 15,000.00 | | \$15,000 | |
| Civil & Utility Inspections | | LS | 1 | \$ 23,600.00 | | \$23,600 | |
| As-Built Documentation | | LS | 1 | \$ 10,000.00 | | \$10,000 | |
| | | | | | Subtotal | | \$48,600 |
| Structural - AHJ Engineers | | | | | | | |
| Chris Hooloday, P.E. | | LS | 1 | \$ 10,700.00 | | \$10,700 | |
| Submittal Reviews | | | | | | | |
| RFI's, ASI's, CCD's | | | | | | | |
| Review Tests & Inspections | | | | | | | |
| | | | | | Subtotal | | \$10,700 |
| Mechanical - Tikker Engineers | | | | | | | |
| Bob Tikker, P.E. | | LS | 1 | \$ 17,500.00 | | \$17,500 | |
| Submittal Reviews | | | | | | | |
| RFI's, ASI's, CCD's | | | | | | | |
| (3) Field Trips + Reimbs. | | | | | | | |
| | | | | | Subtotal | | \$17,500 |
| Electrical - E2CO | | | | | | | |
| Jon Van Stone, P.E. | | LS | 1 | \$ 8,200.00 | | \$8,200 | |
| Submittal Reviews | | | | | | | |
| RFI's, ASI's, CCD's | | | | | | | |
| (3) Field Trips + Reimbs. | | | | | | | |
| | | | | | Subtotal | | \$8,200 |
| | | | | | Subtotal | | \$176,980 |
| Reimbursibles for (14) Architects Trips | | | 14 | \$ 400 | | | \$5,600 |
| | | | | | Total CA Fixed Fee | | \$182,580 |
| Estimated Not-to-Exceed Additional Trip Cost | | | | | | | |
| Travel Time | | EA | 8 | \$ 175 | | \$1,400 | |
| Site Visit, Log & Field Report | | EA | 4 | \$ 175 | | \$700 | |
| Mileage | | EA | 500 | \$ 0.5 | | \$250 | |
| Lodging Meals | | EA | 1 | \$ 100.00 | | \$100 | |
| Meals | | LS | 1 | \$ 50.00 | | \$50 | |
| | | | | | Total Per Added Trip | | \$2,500 |
| Note on Added Trip Costs: Trip cost is worst case using highest Engineer's hourly rate and assuming overnight stay. | | | | | | | |



ARCHITECTS AND PLANNERS Chartered

408 E. Parkcenter Blvd. - Suite 205 Boise, Idaho 83706 (208) 345-8872 Fax 343-7162

EXHIBIT 'A'

The following represents ZGA's billing and reimbursable rates for services provided for 2020

| | |
|------------------------------------|------------------------|
| Principal | \$175 per hour |
| Senior Project Manager | \$150 per hour |
| Project Manager | \$110 per hour |
| Architect 1, 2, 3 | \$90 - 110 per hour |
| Intern | \$80 per hour |
| Senior Intern | \$85 per hour |
| Accountant/Bookkeeper | \$90 per hour |
| Administrative | \$70 per hour |
| Consultants | 115% of invoice to ZGA |
| Reimbursable Expenses | Cost + 10% |
| Reproduction Drawings (paper) | \$1.25/sheet |
| Reproduction 8½ x 11 copies | \$0.15/sheet |
| Vehicle Mileage | \$0.50/mile |
| Miscellaneous Costs (not in-house) | 115% of invoice to ZGA |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Northwest Insurance Brokers, Inc. 1860 N. Lakes Place Meridian ID 83646 | | CONTACT NAME: Crystal Nunez PHONE (A/C, No, Ext): (208) 322-8300 FAX (A/C, No): (208) 376-5444 E-MAIL ADDRESS: cnunez@northwestbrokers.com | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------------|---|--|-------------------------------|--|--------|------------|----------------------------|-------|------------|----------------------------|-------|------------|----------------------------|-------|------------|-----------|--|------------|--|--|------------|--|--|
| INSURED ZGA Architects & Planners, Chartered 408 E Parkcenter Blvd Ste 205 Boise ID 83706 | | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Ohio Security Insurance Co</td><td>24082</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Insurance Co</td><td>24074</td></tr><tr><td>INSURER C:</td><td>Idaho State Insurance Fund</td><td>36129</td></tr><tr><td>INSURER D:</td><td>Travelers</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Ohio Security Insurance Co | 24082 | INSURER B: | Ohio Casualty Insurance Co | 24074 | INSURER C: | Idaho State Insurance Fund | 36129 | INSURER D: | Travelers | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Ohio Security Insurance Co | 24082 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Ohio Casualty Insurance Co | 24074 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Idaho State Insurance Fund | 36129 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | Travelers | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** CL19102203845**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | BZS55844981 | 12/09/2019 | 12/09/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$ |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | USO56388468 | 12/09/2019 | 12/09/2020 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | N/A | 530775 | 07/01/2019 | 07/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability | | | 105383546 | 12/01/2019 | 12/01/2020 | Each Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Elko is named as Additional Insured on General Liability, Auto Liability and Umbrella regarding City of Elko Shop.
30 days written notice for cancellation.

CERTIFICATE HOLDER**CANCELLATION**City of Elko
1755 College Ave

Elko

NV 89815

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible authorization for Staff to solicit bids for Airport Improvement Project No. 3-32-0005-051(AIP 51), Snow Removal Equipment (SRE)and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council previously authorized Staff to apply for FAA Grant Application #AIP 51 on March 12, 2019. The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and sander. The purpose of the project is to replace old equipment that has exceeded its useful life with newer equipment. The project will benefit the Airport by supporting or improving operational levels by providing SRE that will replace less-reliable and difficult-to-maintain equipment. This project is estimated to cost a total of \$ 472,812.5. It is anticipated that this grant will be fully funded without match.In addition, the FAA will issue this grant based on bids. JF**
6. Budget Impact Statement:

Appropriation Required: \$445,000.00
Budget amount available: \$ 27,812.50
Fund name: Airport Enterprise Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for Airport Improvement Project 3-32-0005-051(AIP 51)**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review
12. Council Action:
13. Council Agenda Distribution:

Project Manager
Jviation, Inc.
Direct 435.574.5318
Cell 801.558.3428
Kirk.Nielsen@jviation.com

Agenda Item II.F.

*35 South 400 West, Suite 200
St. George, UT 84770
Office 435.673.4677
Fax 435.673.8484
www.jviation.com*

**SCOPE OF WORK
FOR
ELKO REGIONAL AIRPORT
Elko, Nevada
AIP Project No. 3-32-0005-0051
Acquire Snow Removal Equipment**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated February 26, 2019 between the City of Elko and Jviation, Inc. for providing professional services. For the remainder of this scope the Elko Regional Airport is indicated as "Sponsor" and Jviation, Inc. is indicated as "Engineer".

This project shall consist of preparing Contract Documents, Technical Specifications and Engineer's Design Report, along with Bidding and Procurement Administration for the Acquire Snow Removal Equipment (SRE) Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor.

DESCRIPTION

This project consists of the procurement, through the competitive bidding process, of one truck (carrier vehicle) with plow and sanding or deicing attachment. The proposed SRE will replace one of the existing pieces of equipment and enable the sponsor the ability to clear snow more efficiently.

The purchase of the SRE equipment will improve efficiency, reliability and allow the airport to meet the guidelines established in *FAA Advisory Circular 150/5200-30D, Airport Field Condition Assessments and Winter Operations Safety*, and *FAA Advisory Circular 150/5220-20A, Airport Snow and Ice Control Equipment*. Since the procurement of this equipment will be through the competitive bidding process, a non-proprietary equipment specification will be developed.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes: 1) Preliminary Design Phase, 2) Design Phase and 3) Bidding Phase; and **Part B-Special Services**, which includes: 4) Manufacturing/Procurement Phase and 5) Post Manufacturing Coordination Phase. Parts A and B and the five phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.1 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss manufacturing details and proposed time frame of manufacturing and identify any special requirements for the project. It is anticipated that there will be a minimum of two meetings with the Sponsor and/or the FAA throughout the course of the project.

1.2 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting

the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.3 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- The Engineer will utilize the project budget to determine the appropriate staffing required to complete the design.
- The Engineer will provide project instructions to staff to complete the design.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.4 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Prepare preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Prepare the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP and PFC approved projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Engineer shall forward a copy of the signed application to the FAA for further processing.

1.5 Prepare Environmental Checklist. The Engineer shall prepare a simple written CATEX for the equipment acquisition.

1.6 Assist with Preliminary Equipment Justification Report. The Engineer will assist the Sponsor in compiling a Preliminary Equipment Justification Report for submittal to the FAA. This report will include

calculations for the type of Snow Removal Equipment based upon *FAA Advisory Circular 150/5220-20A, Airport Snow and Ice Control Equipment* and other relevant documents. In addition, a listing of the age and history of the current Snow Removal Equipment fleet will be included in the report. This report will be included in the Final Design Report.

| TASK 1 DELIVERABLES | TO FAA | TO SPONSOR |
|---|--------|------------|
| 1.1 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting | ✓ | ✓ |
| 1.2 Scope of Work and Draft Contract for the Sponsor | ✓ | ✓ |
| 1.3 Design Schedule, Project Status Report and Monthly Invoicing | ✓ | ✓ |
| 1.4 Federal Grant Application | ✓ | ✓ |
| 1.6 Equipment Justification Report | ✓ | ✓ |

| TASK 1 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--|---|
| 1.1 Pre-design Meeting | <ul style="list-style-type: none"> • Elko, NV • One (1) Project Manager • Assume One (2) hour meeting via teleconference (1 meeting) |
| 1.2 Discuss Project Scope of Work and Contract | <ul style="list-style-type: none"> • Elko, NV • One (1) Project Manager • Assume One (2) hour meeting via teleconference (1 meeting) |

2.0 Design Phase

2.1 Prepare Preliminary Contract Documents. This task includes preparing the current Elko City Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, and Elko City General Conditions. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents and covered under separate tasks below, are the Technical Specifications and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.2 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from the current edition of the *FAA Advisory Circular 150/5220-20A, Airport Snow and Ice Control Equipment*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. This task also includes coordination with the Sponsor on the vehicle specification and preparing the vehicle specification.

2.3 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Work Schedule, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, and Liquidated Damages.

2.4 Prepare Estimate of Probable Equipment Cost. The Engineer will prepare the equipment cost estimate based on information obtained from previous projects, equipment suppliers and other available databases.

2.5 Prepare Engineer's Design Report. This task includes preparation of the Engineer's design report in accordance with current FAA Western Region Design Report guidelines. The Engineer's design report will include a detailed summary of the project, estimate of project costs and a schedule for the completion of the design, bidding and equipment procurement.

2.6 Review Contract Documents and Engineer's Report at 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% contract documents review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.7 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced senior-level Professional Engineer.

Prior to each review set of Specifications and Contract Documents being submitted to the Sponsor and FAA, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Specifications and Contract Documents being submitted, by a licensed Professional Engineer other than the Engineer who is facilitating the procurement of the equipment. Comments will be offered by the Engineer that performed the review and revisions to the Specifications and Contract Documents accordingly.

In addition to the 90% review, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

2.8 Prepare and Submit Final Contract Documents and Specifications. A final set of Specifications and Contract Documents and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents incorporate all revisions, modifications and corrections determined during the final review.

| TASK 2 DELIVERABLES | TO FAA | TO SPONSOR |
|---|---------------|-------------------|
| 2.2 Preliminary Contract Documents for Sponsor's Review | ✓ | ✓ |
| 2.6 90% Contract Documents and Engineer's Report | ✓ | ✓ |
| 2.8 Final Contract Documents and Engineer's Report | ✓ | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|------------------------------------|--|
| 2.6 Plan Review at 90% complete. | <ul style="list-style-type: none"> Elko, NV One (1) Project Manager and One (1) Project Coordinator Assume Two (1) hour meeting via teleconference (2 meetings) |

3.0 Bidding Phase

3.1 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with any required bidding documents such as: project advertisement in the Elko Daily Free Press and solicit for bids to potential contractors and plan rooms. The Engineer will coordinate the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

3.2 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.3 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.4 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.5 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the supplier's qualifications to supply the vehicle and equipment will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, and acknowledgement of addenda shall be completed.

3.6 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.5. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

| TASK 3 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------|---------------|-------------------|
| 3.1 Required Bidding Documents | ✓ | ✓ |
| 3.2 Addenda | ✓ | ✓ |
| 3.5 Bid Tabulation | ✓ | ✓ |
| 3.6 Recommendation of Award | ✓ | ✓ |

| TASK 3 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|------------------------------------|---|
| 3.4 Attend Bid Opening | <ul style="list-style-type: none"> • Elko, NV • One (1) Project Manager • Assume travel to/from Utah to Elko, NV with one (1) overnight stay for Project Manager for each site visit |

PART B - SPECIAL SERVICES consists of the manufacturing/procurement phase and post manufacturing coordination phase, all invoiced on a lump sum basis.

4.0 Manufacturing/Procurement Phase

4.1 Prepare Contract for Equipment Manufacturer. The Engineer will prepare the contract for the equipment manufacturer and ensure all relevant details area included. The Engineer will coordinate with all required parties to complete the execution of the contract and send copies of the fully executed contract to all necessary stakeholders.

4.2 Provide Support During Manufacturing/Procurement of Equipment. The Engineer will provide support during the manufacturing and procurement of the equipment. Such support may include answering and clarifying any questions the manufacturer may have, coordinating with manufacturer on timeline of delivery or any delays, and coordinating with Sponsor and the FAA in the event any changes or modifications from the specifications are required.

| TASK 4 DELIVERABLES | TO FAA | TO SPONSOR |
|---|---------------|-------------------|
| 4.1 Prepare Contract for Equipment Manufacturer | | ✓ |

5.0 Post Manufacturing Coordination Phase

5.1 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), will conduct the final inspection of the equipment upon delivery to the Sponsor.

5.2 Prepare Final Acquisition Report. The Engineer will prepare files to meet the certification standards of the FAA at the completion of this project and transmit that file to the Sponsor. An FAA Inventory of Non-Expendable Personal Property Form will be completed. The final report will follow the required FAA Final Report format.

5.3 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, and manufacturing costs associated with project and assemble a total project summary. The summary will be compared with available funding.

| TASK 5 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------------|---------------|-------------------|
| 5.1 Prepare Punchlist | ✓ | ✓ |
| 5.2 Prepare Final Acquisition Report | ✓ | ✓ |
| 5.3 Prepare Project Cost Summary | ✓ | ✓ |

| TASK 5 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|------------------------------------|---|
| 5.1 Conduct Final Inspection | <ul style="list-style-type: none"> Elko, UT One (1) Project Manager Assume travel to/from Utah to Elko, NV with one (1) overnight stay for Project Manager for each site visit |

Assumptions

The scope of services described previously is based on several assumptions of responsibilities by the Engineer and Sponsor.

1. It is anticipated there will be a minimum number of trips to the airport to facilitate the completion of the various phases listed in this scope.

2. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Specifications and criteria will be in accordance with *FAA Advisory Circular 150/5220-20A, Airport Snow and Ice Control Equipment* and related circulars. Project planning, design and manufacturing will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to a manufacturing project.
3. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer. Elko City standard bidding documents will be utilized.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
4. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
5. Because the Engineer has no control over the cost of manufacturing-related labor, materials, or equipment, the Engineer's opinions of probable costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for manufacturing, manufacturing bids, or actual project manufacturing costs will not vary from Engineer's estimates of equipment cost.
6. It is assumed that a project audit will not be performed. If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit. This work will be negotiated with the Sponsor, should the need occur, and payment will be on a time and material basis.

| Labor Category | Total Hours | Billing Rate | Total Cost |
|--|----------------|--------------------------|-----------------|
| 4.0 Manufacturing/Procurement Phase (Lump Sum) | 0 hrs. | \$ 235.00 /hr = \$ | - |
| Sr. Project Manager | 5 hrs. | \$ 225.00 /hr = \$ | 1,125.00 |
| Quality Control Manager | 0 hrs. | \$ 195.00 /hr = \$ | - |
| Planner III | 0 hrs. | \$ 155.00 /hr = \$ | - |
| Engineer I | 6 hrs. | \$ 150.00 /hr = \$ | 900.00 |
| CADD Tech II | 0 hrs. | \$ 100.00 /hr = \$ | - |
| Project Coordinator I | 2 hrs. | \$ 95.00 /hr = \$ | 190.00 |
| SUBTOTAL | 13 hrs. | \$ 95.00 /hr = \$ | 2,215.00 |
| SUBTOTAL \$ | | | 2,215.00 |

| Labor Category | Total Hours | Billing Rate | Total Cost |
|--|----------------|--------------------------|-----------------|
| 5.0 Post Manufacturing/Coordination Phase (Lump Sum) | 0 hrs. | \$ 235.00 /hr = \$ | - |
| Sr. Project Manager | 19 hrs. | \$ 225.00 /hr = \$ | 4,275.00 |
| Quality Control Manager | 0 hrs. | \$ 195.00 /hr = \$ | - |
| Planner III | 0 hrs. | \$ 155.00 /hr = \$ | - |
| Engineer I | 14 hrs. | \$ 150.00 /hr = \$ | 2,100.00 |
| CADD Tech II | 0 hrs. | \$ 100.00 /hr = \$ | - |
| Project Coordinator I | 0 hrs. | \$ 95.00 /hr = \$ | - |
| SUBTOTAL | 33 hrs. | \$ 95.00 /hr = \$ | 6,375.00 |
| Reimbursables | | | |
| Auto Rental | 0 Day | \$ 70.00 /Day = \$ | - |
| Mileage | 800 Mi | \$ 0.575 /Mile = \$ | 460.00 |
| Lodging + Tax & Fees | 1 Day | \$ 110.00 /Days = \$ | 110.00 |
| Per Diem | 1 Day | \$ 55.00 /Days = \$ | 55.00 |
| Travel & Airline Costs | 0 Trip | \$ 500.00 /Trip = \$ | - |
| SUBTOTAL | | | 625.00 |
| SUBTOTAL \$ | | | 7,000.00 |

| TASK | Sr. Project Manager | Project Manager V | Quality Control Manager | Planner III | Engineer I | CADD Tech II | Project Coordinator I | Phase Item Costs |
|---|---------------------|-------------------|-------------------------|-------------|------------|--------------|-----------------------|--------------------|
| 4.0 Manufacturing/Procurement Phase (Lump Sum) | | | | | | | | |
| 4.1 Prepare Contract for Equipment Manufacturer | | 1 | | | | | | \$ 415.00 |
| 4.2 Provide Support during Manufacturing/Procurement of Equipment | | 4 | | | 6 | | 2 | \$ 3,800.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTALS | 0 | 5 | 0 | 0 | 6 | 0 | 2 | \$ 2,215.00 |

| TASK | Sr. Project Manager | Project Manager V | Quality Control Manager | Planner III | Engineer I | CADD Tech II | Project Coordinator I | Phase Item Costs |
|--|---------------------|-------------------|-------------------------|-------------|------------|--------------|-----------------------|--------------------|
| 5.0 Post Manufacturing/Coordination Phase (Lump Sum) | | | | | | | | |
| 5.1 Conduct Final Inspection | | 16 | | | | | | \$ 3,600.00 |
| 5.2 Preparation of Final Acquisition Report | | 2 | | | 12 | | | \$ 2,360.00 |
| 5.3 Summarize Project Costs | | 1 | | | 2 | | | \$ 515.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTALS | 0 | 19 | 0 | 0 | 14 | 0 | 0 | \$ 6,375.00 |

| | Phase Fee | Reimbursable Costs | Total Cost |
|--|---------------------|--------------------|---------------------|
| PART A - BASIC SERVICES (LUMP SUM) | | | |
| 1.0 Preliminary Design Phase (Lump Sum) | \$ 8,610.00 | \$ - | \$ 8,610.00 |
| 2.0 Design Phase (Lump Sum) | \$ 11,070.00 | \$ - | \$ 11,070.00 |
| 3.0 Bedding Phase (Cost Plus Fixed Fee) | \$ 6,640.00 | \$ 625.00 | \$ 7,265.00 |
| SUBTOTAL | \$ 26,320.00 | \$ 625.00 | \$ 26,945.00 |
| PART B - SPECIAL SERVICES (LUMP SUM) | | | |
| 4.0 Manufacturing/Procurement Phase (Lump Sum) | \$ 2,215.00 | \$ - | \$ 2,215.00 |
| 5.0 Post Manufacturing/Coordination Phase (Lump Sum) | \$ 6,375.00 | \$ 625.00 | \$ 7,000.00 |
| SUBTOTAL | \$ 8,590.00 | \$ 625.00 | \$ 9,215.00 |
| TOTAL | \$ 34,910.00 | \$ 1,250.00 | \$ 36,160.00 |

Agenda Item III.A.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with Parrado Partners, LP for Phase 3 of the Great Basin Estates Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 7, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **As required by Elko City Code 3-3-21, the City and Parrado Partners, LP entered into an agreement to install improvements for Phase 3 of the Great Basin Estates Subdivision on June 25, 2019. Parrado Partners, LP has completed the majority of the improvements with the exception of the final repairs required after an inspection on December 19, 2019. The developer is now requesting to post a performance guaranty in accordance with Elko City Code 3-3-22 and the approved performance agreement to cover the cost of the repairs. To accomplish this, Staff has determined that the City and the developer need to revise language in the agreement to install improvements to allow the posting of a performance guaranty for the remaining work. MR**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty; Estimate for Bond Amount**
9. Recommended Motion: **Approve First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty for Phase 3 of the Great Basin Estate subdivision.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Parrado Partners, LP
c/o Robert Capps
12257 Business Park Drive, #1
Truckee, CA 96161
robertcapps@cappshomes.com**

FIRST AMENDMENT TO AGREEMENT TO INSTALL IMPROVEMENTS AND PROVIDE MAINTENANCE GUARANTY

This First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "First Amendment") is entered into this 24th day of March, 2020 (hereinafter the "Effective Date") between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**", and **Parrado Partners, LP**, a Nevada Limited-Liability Company, hereinafter referred to as the "**Developer**."

RECITALS

WHEREAS, the **Developer** is subdividing certain property within the **City** generally known as Phase 3 of the "Great Basin Estates Subdivision" into thirty-eight (38) separate parcels;

WHEREAS, the **Developer** has prepared Final Map No. 11-18 in connection with the Great Basin Estates Phase 3 Subdivision;

WHEREAS, on June 25, 2019, the **Developer** entered into an Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "Performance Agreement") with the **City** pursuant to Elko City Code (ECC) Title 3, Chapter 3 in connection with Phase 3 of the Great Basin Estates Subdivision;

WHEREAS, the Performance Agreement provides that the **Developer** will complete the subdivision improvements shown on the construction plans, referred to as the "**Work**," with its own resources;

WHEREAS, as of the Effective Date hereof, the **Developer** has completed the majority of the **Work**, but a portion of the **Work** remains incomplete and prevents final acceptance by the **City**;

WHEREAS, the **City** has not accepted as complete the Engineer of Record certification for **Work** completed;

WHEREAS, the **Developer** will post the full amount of the maintenance guaranty as provided in the Performance Agreement (\$77,636.93);

WHEREAS, the full cost of the remaining **Work** which will be used to calculate the performance guaranty will not exceed \$20,599;

WHEREAS, the performance guaranty will be in an amount to be calculated by the **City** based on the engineer's estimate and other factors permitted pursuant to the ECC;

WHEREAS, the **Developer** wishes to post a performance guaranty for the remaining **Work**;

NOW, THEREFORE, in consideration of the above recitals, the **Developer** and the **City** hereby agree as follows:

1. **AMENDMENT TO PERFORMANCE AGREEMENT.** The Performance Agreement is hereby amended and modified as follows:

A. The last sentence of Paragraph 1.A. (Completion of Work and Maintenance Guaranty) is hereby amended and modified to state as follows:

During the construction of the subdivision improvements, the **Developer** may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC Sections 3-3-21(A)(3)(b) and 3-3-22.

B. Subparagraph 1.D.3 (Certification of Final Map) is hereby modified and amended to state as follows:

3) The **Developer** has completed the **Work** as required under the Agreement, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;

C. Subparagraph 1.D.5 (Certification of Final Map) is hereby modified and amended to state as follows:

5) The City Council has accepted the subdivision improvements, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;

D. A new Paragraph 2.Q is added as follows:

Q. PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK. **Developer** acknowledges that posting a performance guaranty for the remaining **Work** does not constitute acceptance of the subdivision improvements by the **City**. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate **City** departments.

2. **GENERAL TERMS AND CONDITIONS.** Except as modified by this First Amendment, the Performance Agreement shall remain in full force and effect, and the Performance Agreement, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment and the terms of the Performance Agreement, the

terms of the First Amendment shall control. Defined terms used in the Performance Agreement not defined in this First Amendment shall have the meanings set forth in the Performance Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment in duplicate on the Effective Date.

CITY – THE CITY OF ELKO,

DEVELOPER – PARRADO PARTNERS, LP

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

Great Basin Estates Phase 3
Estimate for Bond Amount
March 24, 2020

| No. | Item | Estimated Cost |
|-----|------------------------------------|----------------------|
| 1 | Asphalt Seal Coat | \$20,599 |
| | Subtotal | \$ 20,599.00 |
| 2 | 10% Contingency | \$ 2,059.90 |
| | Total Performance Guarantee | \$ 22,658.90 |
| 3 | Maintenance Bond | \$ 77,636.93 |
| | Total Amount Due | \$ 100,295.83 |

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to utilize targeted grazing as a means of managing noxious and invasive plant species within the Humboldt River Area Recreation Project (HARP) and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko is currently under contract for targeted grazing services on various designated park properties including SnoBowl, and drainage off of Copper Street. Additionally, Staff is seeking authorization to utilize grazing as part of program to manage noxious and invasive plant species along the Humboldt River Corridor within the designated HARP boundaries. JW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approval for Staff to include the Humboldt River Area Recreation Project (HARP) as part of the City of Elko's targeted grazing program for the management of noxious and invasive plant species.**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization to allow the City of Elko's contracted goat herder to camp overnight along the HARP Trail for the purpose of providing security and oversight, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko is currently under contract with Old School Rodeo for grazing services for the management of noxious and invasive plant species. The contractor is requesting permission to camp overnight along the HARP Trail to provide security and oversight for his herd. JW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Allow the grazing contractor to camp overnight along the HARP Trail for the purpose of security and oversight of the herd.**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible final acceptance of AIP 46 Master Plan Update and accept final completion of the contracts associated with this grant at the Elko Regional Airport and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On February 10, 2016, Elko City Council awarded the bid for AIP 46 Master Plan Update to Jviation, Inc. The airport layout plan has been an issue and will be finalized within the next few weeks. Staff and the FAA are asking to close out this out knowing that the final ALP will be accepted by the FAA at a later Date. Jviation, FAA and staff have been working on a Modification to Standard to complete the ALP. Final draw down and all payments have been completed. Total price for this grant was \$511,425.00. JF**
6. Budget Information:
 Appropriation Required: **\$ 479,460.94 Federal Share**
 Budget amount available: **\$ 31,964.06 Local Match**
 Fund name: **Airport Enterprise Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to approve final acceptance of AIP 46 and approve staff to begin the closeout process with the FAA**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

 **Kirk Nielsen, P.E.
 Program Manager, Jviation, Inc.
 155 North 400 West Suite 580
 Salt Lake City, UT 84102**

Agenda Item III.E.

**Elko City Council
Agenda Action Sheet**

1. Title: **Amendment No. Two (2) to Contract Dated February 26, 2019 Between Jviation, INC and The City of Elko, Nevada, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **This item is to amend the current contract between The City of Elko and Jviation, Inc. Jviation contract amendment #2 will cover fees associated with Airport Improvement project AIP 51 acquire snow removal equipment. JF**
6. Budget Impact Statement:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to accept Amendment number Two (2) to the contract between Jviation and The City of Elko, Nevada.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

Kirk Nielsen
Kirk.nielsen@jviation

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of the Rental Car Concessionaire Deferral Policy. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff will provide the Rental Car Concessionaire Deferral Policy for City Council consideration JB**
6. Budget Impact Statement:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Request from Enterprise Holdings for deferral of March, April and May 2020 rent and concession fees due to hardship relating to COVID-19 Emergency.**
9. Recommended Motion: **Approve the Rental Car Concessionaire Deferral Policy**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

RENTAL CAR CONCESSIONAIRE DEFERRAL POLICY

PURPOSE

To define the City's policy as it applies to extending a one-time deferral of Space and Facilities Charges and Privilege Fee to Rental Car Concessionaires at the Airport due to the COVID-19 Emergency.

PROVISIONS

Due to the COVID-19 Emergency the City of Elko will authorize a one-time deferral of Space and Facilities Charges and Privilege Fee to Rental Car Concessionaires at the Airport for March, April and May, 2020 up to 90 days after the due date as specified in the Concession Agreement.

Concessionaire Payment Deferrals Procedure:

If the concessionaire chooses to take advantage of the 90-day deferral mentioned above notification must be given to the City of Elko Finance Department (contact information below) by the due date of the monthly payment electing to defer. This notification must include the amount of Space and Facilities Charges and Privilege Fee being deferred. In order to comply with the FAA primary goal of statutory sustainability principle to keep the airport solvent to ensure that the airport can remain open and operate safely the City of Elko is charge interest on the 90-day deferral based on current Treasury Note interest rates. To cover this interest charge as well as cover the administrative costs the City of Elko will charge a \$25 minimum charge to each month deferred.

City of Elko Finance
Attention Jan Baum
1751 College Avenue
Elko, NV 89801
775-777-7140
jbaum@elkocitynv.gov

Jan L. Baum

From: Candi Quilici
Sent: Tuesday, April 7, 2020 5:53 AM
To: Curtis Calder; Jan L. Baum
Subject: FW: Payment Deferral Request

Below is a request for payment deferral from Enterprise Rental cars, they pay Rental Car Concessions for the Airport.

December \$12,509.53

January \$7,814.93

February 11,243.96

They are asking for payment deferments, is this something that would have to go before City Council to approve?

Thank you

Candi L. Quilici 
Accounting Supervisor
City of Elko
775-777-7120
cquilici@elkocitynv.gov

From: Tschopp, Kristen R [mailto:Kristen.R.Tschopp@ehi.com]
Sent: Monday, April 6, 2020 5:10 PM
To: Candi Quilici <cquilici@elkocitynv.gov>
Subject: Payment Deferral Request

Candi-

In light of the disastrous COVID-19 situation our nation is facing and the current state of our Economy, we would like to request a deferment of our Concession Recovery Fees payments for the months of March, April, and May.

Please advise who I need to reach out to in order to get this request approved.

Thank you,
Kristen Tschopp

ENTERPRISE HOLDINGS.

Kristen Tschopp
Tax Specialist/Compliance Supervisor
Accounting

702-597-1600 office
702-730-1001 direct
702-932-9414 fax
Kristen.R.Tschopp@ehi.com

Enterprise Leasing Company-West, LLC
Group 54
6855 Bermuda Road

Las Vegas, NV 89119
USA
enterpriseholdings.com

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Jan L. Baum

From: Tschopp, Kristen R <Kristen.R.Tschopp@ehi.com>
Sent: Tuesday, April 7, 2020 1:18 PM
To: Jan L. Baum
Subject: Re: Payment Deferral Request

Jan,

Thank you for responding. I appreciate the email because you are correct, I am working from home.

We would like to request a deferral of 90 days if possible for March, April and May Rent and Concession fees. Our rent is currently \$427 per month. Our March concession fees are about \$8,700. Obviously we do not know what April or May fees will be yet, but with the decrease in our business currently I'm sure they will be significantly lower.

Hopefully I have provided all of the information you need, but if not please reach out. Please let me know if the board approves our request. We appreciate anything you can do for us during this difficult time.

Thank you and stay safe.
Kristen

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Agenda Item IV.A.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible adoption of Resolution No. 08-20, a Resolution Adopting a Hazard Mitigation Plan, and matters related thereto, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **20 Minutes**
5. Background Information: **The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by the Disaster Mitigation Act of 2000, provides the legal basis for state, local, tribal, and territory governments to undertake risk-based approaches to reducing natural hazard risks through mitigation planning. Also, the Stafford Act requires state, local, tribal, and territorial governments to develop and adopt FEMA-approved hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects. Jurisdictions must update their hazard mitigation plans and re-submit them for FEMA approval every five years to maintain eligibility. The Elko County Office of Emergency Management prepared a Multi-Jurisdictional Hazard Mitigation Plan (HMP) encompassing Elko County and the Cities of Elko, Carlin, Wells and West Wendover that was adopted in 2008, then updated in 2013 and 2019. However, the 2013 update was not adopted by the Elko City Council. Adoption of the 2019 HMP Update does not obligate the City of Elko to pursue disaster assistance, grants or any other type of funding, and implementation and management of the 2019 HMP Update will be left to the discretion of the Elko City Council. MG**
6. Budget Information:
 Appropriation Required: **None**
 Budget amount available:
 Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution 08-20 and 2019 Update to Hazard Mitigation Plan.**
9. Recommended Motion: **Adopt Resolution 08-20**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO
RESOLUTION NO. 08-20**

A RESOLUTION ADOPTING THE 2019 HAZARD MITIGATION PLAN

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

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by the Disaster Mitigation Act of 2000, provides the legal basis for state, local, tribal, and territory governments to undertake risk-based approaches to reducing natural hazard risks through mitigation planning. Specifically, the Stafford Act requires state, local, tribal, and territorial governments to develop and adopt FEMA-approved hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance;

WHEREAS, FEMA requires state, tribal, territorial and local governments to develop and adopt hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects;

WHEREAS, jurisdictions must update their hazard mitigation plans and re-submit them for FEMA approval every five years to maintain eligibility;

WHEREAS, the Elko County Office of Emergency Management prepared a Multi-Jurisdictional Hazard Mitigation Plan (HMP) encompassing Elko County and the Cities of Elko, Carlin, Wells and West Wendover;

WHEREAS, the HMP was adopted in 2008, then updated in 2013 and 2019;

WHEREAS, the 2013 update was not adopted by the Elko City Council;

WHEREAS, the 2019 update to the HMP (2019 HMP Update) has been reviewed by the Elko City Council;

WHEREAS, the purpose of the HMP is to create a set of guidelines and policies that will assist participating local governmental agencies, including the City of Elko, in preparing for natural and human-caused hazards;

WHEREAS, it is not the purpose of the HMP to create rigid requirements or to establish a duty or standard of care for civil lawsuits or any other purpose;

WHEREAS, adoption of the HMP or the 2019 HMP Update does not obligate the City of Elko to pursue disaster assistance, grants or any other type of funding;

WHEREAS, the implementation and management of the 2019 HMP Update will be left to the discretion of the Elko City Council;

WHEREAS, the Elko City Council desires to adopt the 2019 HMP Update.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that the 2019 HMP Update is hereby approved and adopted;

IT IS FURTHER RESOLVED that the purpose of the 2019 HMP Update is to create a set of guidelines and policies that will assist participating local governmental agencies, including the City of Elko, in preparing for natural and human-caused hazards, and not to create rigid requirements or to establish a duty or standard of care for civil lawsuits or any other purpose;

IT IS FURTHER RESOLVED that the implementation and management of the 2019 HMP Update will be left to the discretion of the Elko City Council;

IT IS FURTHER RESOLVED that this Resolution shall be effective and shall be in force immediately upon adoption, and that upon adoption of this Resolution by the Elko City Council it shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this ____ day of _____, 2020.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible action to accept a petition requesting the sale of City owned property pursuant to NRS 268.062, approximately 3,073 sq. ft. parcel, referred to as APN 001-013-018, located generally east of Sewell Drive, south of Walnut Street and north of West Sage Street, at public auction, and authorize Staff to obtain the required appraisal, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: April 14, 2020**
3. **Agenda Category: PETITION**
4. **Time Required: 15 Minutes**
5. **Background Information: Two adjacent neighbors have petitioned the City of Elko to sell a city owned parcel formerly Well 16 parcel. If Council accepts the petition, an appraisal will be obtained and Council will hold a meeting on the fair market value of the property and adopt a resolution declaring its intention to sell the property at public auction. CL**
6. **Budget Information:**
 - Appropriation Required: N/A**
 - Budget amount available: N/A**
 - Fund name: N/A**
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Applications for sale of City owned land**
9. **Recommended Motion: Accept the petition to sell APN 001-013-018 pursuant to NRS 268-062 at public auction, and authorize Staff to obtain the required appraisal.**
10. **Prepared By: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution: Sue Smales
1400 Sewell Drive
Elko, NV 89801

Daniel Wilson
108 Walnut Street
Elko, NV 89801**



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 * (775)

777-7160 * (775) 777-7219 fax

APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

| | | | |
|-----------------|---|----------------------|--------------------|
| APPLICANT(S): | Sue Smiles TTE Butch Smiles family/ Revocable Living Trust DTD | | |
| ADDRESS: | 1400 Sewell Drive Elko, NV 89801 | | |
| PHONE NO (Home) | 775-738-6278 | mobile (Business) | 775-385-8455 (Fax) |

I, the undersigned applicant, hereby requests the Elko City Council advertise for sale or lease, by sealed bid/public auction on terms/or cash, a parcel of land owned by the City of Elko and further described below:

ASSESSORS PARCEL #, LEGAL DESCRIPTION, AND LOCATION OF PROPERTY: (Attach if necessary):

| |
|---|
| Parcel # 001013018, Adjacent to 1400 Sewell Dr., accessed by alley. |
|---|

(Attach a small site plan)

FILING REQUIREMENTS:

- 1) In order to begin processing the request, an Application for Sale or Lease of City Owned Land must be completed and signed.
- 2) There is no filing fee at this time, however applicants are required to deposit a sufficient amount of money to pay the costs to be incurred by the City of Elko in acting upon the application. These costs include the expense of the appraisal and associated publications. The deposit amount will be determined on a case-by-case basis. Applicants shall be notified of the deposit amount required to process the application.
- 3) Successful bidders shall be responsible for the costs of acting upon the application. If someone other than the applicant is the successful bidder, the costs will be obtained from the successful bidder and the money deposited by the applicant will be refunded.
- 4) If costs exceed the original deposit amount, successful bidders shall pay the difference. If costs are less than the deposit, successful bidders shall be refunded the difference. Deposits shall only be returned to non-successful bidders. *Applicants who fail to submit a bid on the property forfeit their deposit.*
- 5) The notice of sale or lease of the property must be advertised by Public Notice once a week for three (3) successive weeks in a local newspaper. All bids must conform to the notice of land sale or lease and must be filed in the Office of the City Clerk in a sealed envelope prior to the time set for receiving bids. Anyone, including anyone not submitting a bid, may raise the offer by five percent (5%) at the time of the auction and the auction will proceed accordingly.

APPLICANT'S SIGNATURE:

Sue Smiles

APPLICANT'S PRINTED NAME:

Sue Smiles

OFFICE USE ONLY

File No.:

3-20

Date Filed:

3/5/20

Deposit Paid:

RECEIVED

MAR 05 2020



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 * (775)

777-7160 * (775) 777-7219 fax

APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

APPLICANT(S): **Daniel Lee Wilson**
ADDRESS: **108 Walnut St, Elko, NV 89801**
PHONE NO (Home) **775-389-8009** (Business) (Fax)

I, the undersigned applicant, hereby request the Elko City Council advertise for sale or lease, by sealed bid/public auction on terms/or cash, a parcel of land owned by the City of Elko and further described below:

ASSESSORS PARCEL #, LEGAL DESCRIPTION, AND LOCATION OF PROPERTY: (Attach if necessary):

Right beside my house at 108 Walnut St, was a banded well by the city of Elko

(Attach a small site plan)

FILING REQUIREMENTS:

- 1) In order to begin processing the request, an Application for Sale or Lease of City Owned Land must be completed and signed.
- 2) There is no filing fee at this time, however applicants are required to deposit a sufficient amount of money to pay the costs to be incurred by the City of Elko in acting upon the application. These costs include the expense of the appraisal and associated publications. The deposit amount will be determined on a case-by-case basis. Applicants shall be notified of the deposit amount required to process the application.
- 3) Successful bidders shall be responsible for the costs of acting upon the application. If someone other than the applicant is the successful bidder, the costs will be obtained from the successful bidder and the money deposited by the applicant will be refunded.
- 4) If costs exceed the original deposit amount, successful bidders shall pay the difference. If costs are less than the deposit, successful bidders shall be refunded the difference. Deposits shall only be returned to non-successful bidders. *Applicants who fail to submit a bid on the property forfeit their deposit.*
- 5) The notice of sale or lease of the property must be advertised by Public Notice once a week for three (3) successive weeks in a local newspaper. All bids must conform to the notice of land sale or lease and must be filed in the Office of the City Clerk in a sealed envelope prior to the time set for receiving bids. Anyone, including anyone not submitting a bid, may raise the offer by five percent (5%) at the time of the auction and the auction will proceed accordingly.

APPLICANT'S SIGNATURE:

APPLICANT'S PRINTED NAME:

Daniel Lee Wilson

OFFICE USE ONLY

File No.: **3-20**

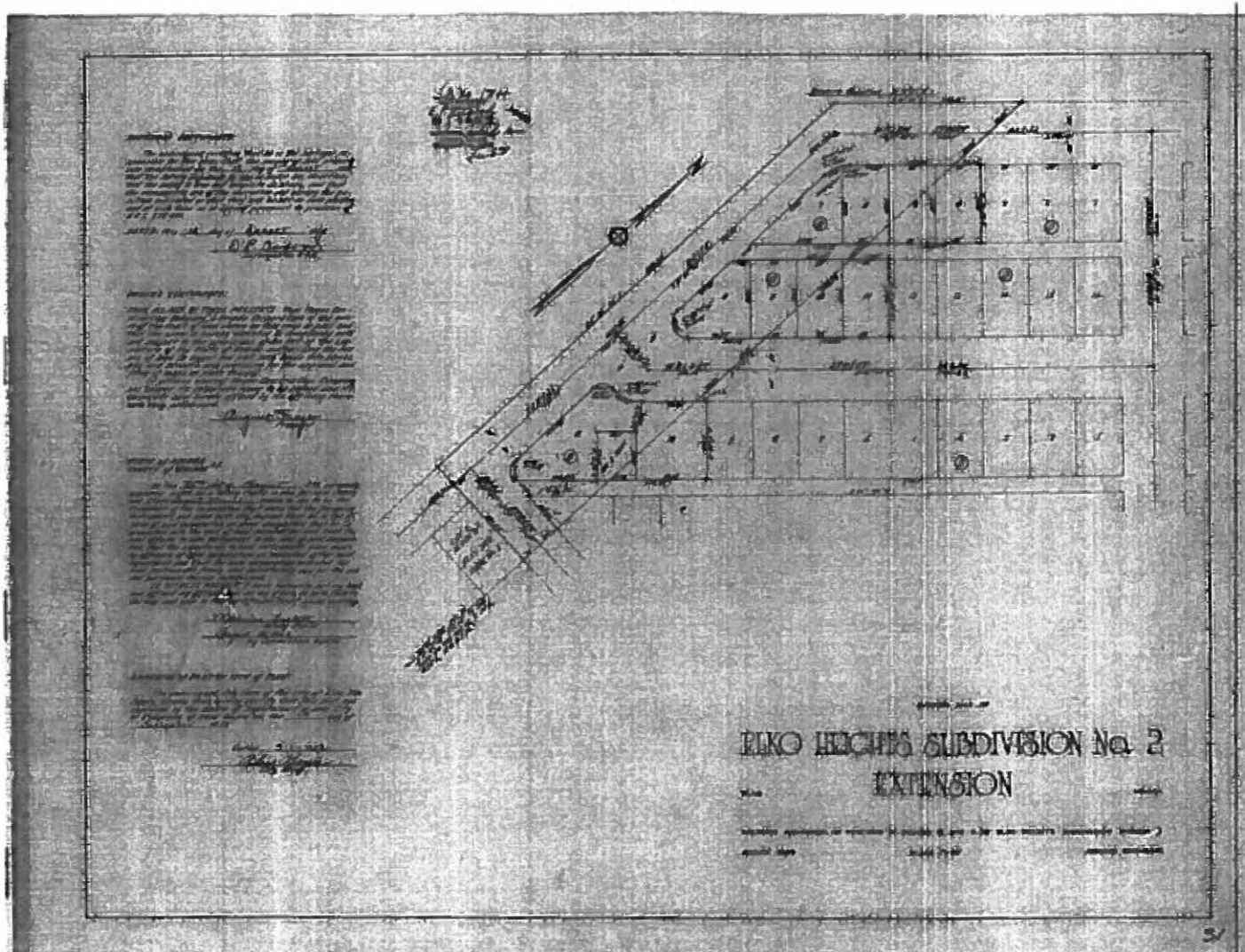
Date Filed: **3/9/20**

Deposit Paid:

RECEIVED

MAR 09 2020





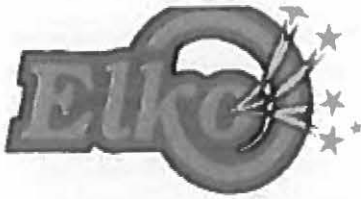
001-013-018

3,073 sq ft

50
61.45
←

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a petition requesting the lease of City owned property pursuant to NRS 268.062, approximately 8.69 acres, identified as APN 006-09G-027, at public auction, and authorize Staff to obtain the required appraisal, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **15 Minutes**
5. Background Information: **ESM2, LLC has petitioned the City of Elko to lease a city owned parcel identified as APN 006-09G-027. If Council accepts the petition, an appraisal will be obtained and Council will hold a meeting on the fair market value of the property and adopt a resolution declaring its intention to lease the property at public auction. SAW**
6. Budget Information:
 - Appropriation Required: **N/A**
 - Budget amount available: **N/A**
 - Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application for lease of APN 006-09G-027**
9. Recommended Motion: **Accept the petition to sell APN 006-09G-027 pursuant to NRS 268.062 at public auction, authorize Staff to obtain the required appraisal, direct staff to consult with the FAA on any required approvals for leasing the property and condition the resolution and lease with restricted access to State Route 535 also known as West Idaho Street.**
10. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Pam Lattin, Managing Member**
p.lattin@canyonconstructionco.com



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

APPLICANT(s): ESM 2, LLC
ADDRESS: 3250 Sundance Drive Elko NV 89801
PHONE NO (Home) 934-1934 (Business) 738-2210 x106 (Fax) 753-8049

I, the undersigned applicant, hereby requests the Elko City Council advertise for sale or lease, by sealed bid/public auction on terms/or cash, a parcel of land owned by the City of Elko and further described below:

ASSESSORS PARCEL #, LEGAL DESCRIPTION, AND LOCATION OF PROPERTY: (Attach if necessary):

APN 006-09G-027 8.69 acres
See attached

(Attach a small site plan)

FILING REQUIREMENTS:

- 1) In order to begin processing the request, an Application for Sale or Lease of City Owned Land must be completed and signed.
- 2) There is no filing fee at this time, however applicants are required to deposit a sufficient amount of money to pay the costs to be incurred by the City of Elko in acting upon the application. These costs include the expense of the appraisal and associated publications. The deposit amount will be determined on a case-by-case basis. Applicants shall be notified of the deposit amount required to process the application.
- 3) Successful bidders shall be responsible for the costs of acting upon the application. If someone other than the applicant is the successful bidder, the costs will be obtained from the successful bidder and the money deposited by the applicant will be refunded.
- 4) If costs exceed the original deposit amount, successful bidders shall pay the difference. If costs are less than the deposit, successful bidders shall be refunded the difference. Deposits shall only be returned to non-successful bidders. *Applicants who fail to submit a bid on the property forfeit their deposit.*
- 5) The notice of sale or lease of the property must be advertised by Public Notice once a week for three (3) successive weeks in a local newspaper. All bids must conform to the notice of land sale or lease and must be filed in the Office of the City Clerk in a sealed envelope prior to the time set for receiving bids. Anyone, including anyone not submitting a bid, may raise the offer by five percent (5%) at the time of the auction and the auction will proceed accordingly.

APPLICANT'S SIGNATURE: Pamela Lattin

APPLICANT'S PRINTED NAME: Pamela Lattin, Managing Member

OFFICE USE ONLY

File No.: _____ Date Filed: _____ Deposit Paid: _____

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

APN: 006-096-027

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action regarding multiple requests for financial relief for lodging businesses, specific to water/sewer bills and/or transient lodging tax, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **PETITION, APPEALS, AND COMMUNICATIONS**
4. Time Required: **10 Minutes**
5. Background Information: **Due to the COVID 19 Government 30-Day shutdown, many lodging businesses have experienced reduced occupancy. Numerous letters have been submitted for City Council review and consideration. CC**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letters from: Super 8/Travelodge, Rodeway Inn/Comfort Inn, Days Inn/Comfort Inn, Holiday Motel, Esquire Inn, Economy Inn, Stampede Motel, American Inn, Budget Inn, Travelers Motel, EconoLodge, Manor Motor Lodge, Mid-Town Motel, and Centre Motel.**
9. Recommended Motion: **Staff is requesting policy guidance for current and future relief requests of this nature – Pleasure of the Council.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Super 8/Travelodge, Rodeway Inn/Comfort Inn, Days Inn/Comfort Inn, Holiday Motel, Esquire Inn, Economy Inn, Stampede Motel, American Inn, Budget Inn, Travelers Motel, EconoLodge, Manor Motor Lodge, Mid-Town Motel, and Centre Motel.**

AMERICAN INN

500 W OAK STREET

ELKO NV 89801

775-738-7269



4/6/2020

City Manager,

City Of Elko Utility Dept.

Dear Sir/ Madam,

Ref: Account # 3174031-001

Due to Coronavirus, our business at the motel has dropped enormously. I am writing to request for a deferred payment for water bills until our occupancy gets back to normal. I am hoping for a favorable response to my request. Thank you.

Sincerely,

**Suresh Bhakta
Manager / Owner**

Sureshbhakta54 @gmail.com

Stampede Motel

129 W. Idaho St. Elko, NV 89801 Ph. (775) 738-8471

4/6/2020

City Manager,

City Of Elko Utility Dept.



Dear Sir/ Madam,

Ref: Account # 3175011-004

Due to Coronavirus Pandemic, our occupancy at the motel has reduced tremendously. We are finding it hard to make our payments. I am writing to request for a deferred payment for water bills until our business picks up. Looking forward for a favorable consideration. Thank you.

Sincerely,

Bhawika Bhakta
Manager / Owner

775-738-8471

To City Manager/ City Council:




Good Morning, I am writing to ask the City of Elko to help us out during these tough times. We are asking for help regarding our monthly expenses associated with the City (e.g. Taxes and water) if there are any current discounts available to the business owners of Elko during this COVID-19 Pandemic.

As stated in Governor Sisolak's address in determining essential and non-essential businesses, hotel/motels were declared essential. We have many hotels in the Elko area and have been owners for over 40 years and with the current COVID-19 Pandemic we are struggling to find the resources to pay our expenses. Due to this Pandemic, just like many other businesses, we have seen a drastic decline in occupancy which we rely on to pay our employees and finances.

We are asking to inquire about having our expenses discounted in half for four months or until the COVID-19 Pandemic has declined and business has resumed as normal. We would like to drop our tax percent to 7% for the next four months if possible. We hope to hear from you soon. Thank you

Sincerely

Henry Bhakta-Super 8/Travelodge 

Bharat Bhai Lal- Rodeway Inn/Comfort Inn 

Champak Lal-Days Inn/Comfort Inn 

To City Manager/ City Council:

Rodeway Inn
736 Idaho Street
Elko, NV 89801



Days Inn
1500 Idaho Street
Elko, NV 89801

Comfort Inn
2970 Idaho Street
Elko, NV 89801

Super 8
1755 Idaho Street
Elko, NV 89801

Travelodge
1785 Idaho Street
Elko, NV 89801



To, City Manager / City Council

Hello My name is Dilip Bhakta and I am the owner of the Holiday Motel located at 1276 Idaho St. I am writing this letter to ask the City of Elko if there is any possibility of giving a discount on my water bill. As you may have noticed business at Elko area hotels are considerably down due to these economic crises. With low occupancy we are struggling to make payments on most invoices that we incur. I am asking if there is any possibility to lower the cost of water utility will help us remain in business during this critical time we all are facing.

It will be greatly appreciated if City of Elko considers my request.

Thank you,

Dilip Bhakta
Holiday Motel
1276 Idaho st.
Elko, NV 89801

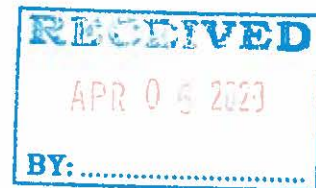
From: Bob Bhakta

Esquire Inn

505 Idaho St.

775-738-3157

April 8, 2020



Elko City Water Department

1751 College Ave

Elko, NV 89801

Sub. Request to Reduce Water Bill

To Whom It May Concern:

I am Bob Bhakta from Esquire Inn. I am requesting the Elko City Water Department to reduce the water bill about fifty percent because our business went down due to the lockdown and has affected our business negatively. Our occupancy is continuing to decrease due to the lockdown. We have had only have had thirty percent occupancy in the month of March and it is projected to be the same for this month of April. We have had a hard time to pay all the bills due to the effects of the lockdown, so I am requesting the Elko City Water Department to reduce our bill at least for 3 months until business picks up. Please contact me at 775-738-3157.

Sincerely,

Bob Bhakta

Owner/Manager of Esquire Inn



To City Manager/City Council:

Hello, my name is Dipak Lal and I am the owner of the Economy Inn Elko. I am writing in regards to our monthly water and sewer bill. I am on a flat rate of \$601.01 per month. With the spread of COVID-19, our occupancy has been reduced significantly due to the travel restrictions and the decrease in out of state workers staying home. The current stay-at-home orders for Nevada issued by Governor Sisolak are in effect until April 30; I fear these may be extended until Memorial Day or even longer, causing a further decrease in my business and income. I would like to request a reduction in the water and sewer bill until the pandemic normalizes. I would greatly appreciate any assistance. Thank you and I look forward to hearing from you soon.

Thank you,
Dipak Lal
775-738-8018

BUDGET INN

1349 Idaho st. Elko, NV 89801

Phone: (775) 738 - 7000 Fax: (775) 738 - 1216

Email: - budget.inn@hotmail.com

To, City Manager/ City Council

Hi, my name is Mahendra Bhakta and I am the owner of the Budget Inn located at 1349 Idaho St. I have a special reason to write this letter to request to reduce our water bill during this Corona Virus Crisis. As you may have noticed business has decreased and is not normal during this critical time. We all are going through such a depression and trying to overcome with this situation.

With this regards I would like you to consider reducing our water utility cost as much as possible, this will help us out during this financial hardship. Your efforts regarding this will be greatly appreciated.

Thank you,


Mahendra Bhakta

Budget Inn
1349 Idaho St.
Elko, NV 89801
4/7/2020



To City Manager/City Council:



Hello, my name is Hareshkumar Patel and I am the owner the of the Travelers Motel, a 14 unit motel located at 1181 Idaho St. We are a small motel compared to most hotels/motels in Elko. I am writing this letter to ask the city of Elko if there was any possibility of giving a discount to my hotel on our room tax and water bill. As you may have noticed, business at Elko area hotels are considerably down from the previous years. My gross numbers from Jan-March 2020 were \$13,559, compared to Jan-Feb 2019, where we did \$16,866. Is there any chance the city would lower the percentage points for the next few months until the Covid-19 scare ends or things get back to normal?

My water is currently on a flat rate plan. My monthly total to pay is \$434.00 per month and with my occupancy being as low as it is, we are struggling to make our payments on most bills that we incur. I understand that my motel does have as many units as others in Elko, but any help would be greatly appreciated. I am not asking for full relief, but something to help us out in the near future. As long as stay home orders are in effect, there will not be as many travelers passing through and spending the night as well as the out of state workers that we rely on for our business.

Please consider this letter and I hope to hear from you soon.

Best Regards,

Hareshkumar Patel

Pranav Bhakta 775-738-4048

↳ on behalf of Hareshkumar Patel

To City Manager/City Council:



Hello, my name is Pranav Bhakta and I am the owner the of the Econolodge Elko located at 837 Idaho St. I am writing this letter to ask the city of Elko if there was any possibility of giving a discount to my hotel on our room tax and water bill. As you may have noticed, business at Elko area hotels are considerably down from the previous years. Attached to this sheet are numbers showing Econolodge's numbers from Jan-Feb 2019 to Jan- Feb 2020. Would the city consider lower the percentage we pay a few points for the next few months?

My water is currently on a flat rate plan. My monthly total to pay is \$1,414.31 per month and with my occupancy being as low as it is, we are struggling to make our payments on most bills that we incur. If there is a possibility to pay half of the bill for the next few months or until the Covid-19 scare is back to normal, it would be greatly appreciated. We are not asking for full relief, but something to help us out in the near future. As long as stay home orders are in effect, there will not be as many travelers passing through and spending the night as well as the out of state workers that we rely on for our business.

Please consider this letter and I hope to hear from you soon.

Best Regards,

Pranav Bhakta

775-397-3923

Hotel Statistics

Date Range: 1/1/2020 - 3/31/2020

Property Code: NV128

Shift: 1

User: pbhakt.nv128

| <u>Room Statistics</u> | <u>Date Range</u> | <u>Last Year Range</u> |
|-------------------------|-------------------|------------------------|
| Total Rooms | 4,368 | 4,334 |
| Out Of Order | 692 | 529 |
| Rooms Available to Sell | 3,676 | 3,805 |
| Day Use Rooms | 0 | 8 |
| Stay Over Rooms | 1,069 | 1,728 |
| Total Revenue Rooms | 1,069 | 1,736 |
| Comp Rooms | 0 | 16 |
| Total Non-Revenue Rooms | 0 | 16 |
| Total Occupied Rooms | 1,069 | 1,752 |

| <u>Performance Statistics</u> | <u>Date Range</u> | <u>Last Year Range</u> |
|-------------------------------------|-------------------|------------------------|
| Occ% of Total Available Rooms | 29.08 % | 46.04 % |
| Occ% of Total Rooms | 24.47 % | 40.42 % |
| STR (STAR) Occ% of Total Rooms | 24.47 % | 40.06 % |
| ADR Stay Over Rooms | 39.12 | 39.19 |
| ADR for Total Rev Rooms. | 39.12 | 39.01 |
| STR (STAR) ADR for Total Rev Rooms. | 39.12 | 39.01 |
| ADR for Total Occupied Rooms | 39.12 | 38.65 |
| RevPar | 11.38 | 17.80 |
| STR (STAR) RevPar | 9.57 | 15.62 |

| <u>Revenue</u> | <u>Date Range</u> | <u>Last Year Range</u> |
|-------------------------------|-------------------|------------------------|
| Room Rev(Non-Exempt From Tax) | 24,960.45 | 40,371.96 |
| Room Rev(Exempt From All Tax) | 16,855.59 | 27,340.81 |
| Total Room Revenue | 41,816.04 | 67,712.77 |
| Other Revenue | 581.71 | 265.37 |
| Total Revenue | 42,397.75 | 67,978.14 |

| <u>Guest Statistics</u> | <u>Date Range</u> | <u>Last Year Range</u> |
|---------------------------|-------------------|------------------------|
| Number of Adults | 1,173 | 2,228 |
| Number of Children | 1 | 18 |
| Total Number of Guests | 1,174 | 2,246 |
| Average Adults Per Room | 1.10 | 1.27 |
| Average Rate Per Adult | 35.65 | 30.39 |
| Average Revenue Per Adult | 36.14 | 30.51 |

| <u>Date Range Activity</u> | <u>Date Range</u> | <u>Last Year Range</u> |
|----------------------------|-------------------|------------------------|
| Arrived With Reservations | 104 | 100 |
| Walk Ins | 64 | 104 |
| No Shows | 13 | 10 |
| Cancellations for Range | 16 | 23 |
| Checked Out for Range | 171 | 182 |

CITY OF ELKO UTILITY BILL
P.O. Box 511534 • L.A., CA 90051-8089

ELKO INN EXPRESS

37 IDAHO ST

| DUE DATE | ACCOUNT NO. |
|------------|-------------|
| 04/16/2020 | 3166011-004 |

PAY THIS AMOUNT

\$1414.31

AMOUNT PAID

EASE RETURN THIS
UB WITH PAYMENT



CITY OF ELKO UTILITY BILL
P.O. Box 511534
LOS ANGELES, CA 90051-8089
(775) 777-7100 • (775) 777-7135
www.elkocity.com

RETURN
SERVICE
REQUESTED

Presorted
First Class Mail
US Postage Paid
Permit 1010
Orem, Utah

| BILL DATE | DUE DATE | SERVICE ADDRESS |
|-----------|----------|-----------------|
|-----------|----------|-----------------|

03/31/2020 04/16/2020 837 IDAHO ST

| SERVICE | METER READINGS | | USAGE (thousands) | AMOUNT |
|---------|----------------|---------|----------------------|--------|
| | PREVIOUS | PRESENT | | |

| | |
|------------------|--------|
| Water | 417.15 |
| Sewer | 951.62 |
| Stormwater | 14.23 |
| Street Light | 31.31 |
| Previous Balance | 0.00 |

| | | | |
|-------------------|-------------|--------------------|------------------|
| ACCOUNT NUMBER | 3166011-004 | PAY THIS AMOUNT | \$1414.31 |
|-------------------|-------------|--------------------|------------------|

2202SCH 5-DIGIT 89801 T2
ELKO INN EXPRESS
837 IDAHO ST
ELKO NV 89801-3825



April 7, 2020

Curtis Calder, City Manager
1751 College Avenue
Elko, NV 89801



Re: Room Tax & Utility Bill payments regarding Covid-19 shutdown

Dear Mr. Calder

Hello, my name is Ishver Bhakta, I am the owner of the Manor Motor Lodge located at 185 Idaho Street (775) 738-3311. I am writing this letter to ask the City of Elko if there is a possibility of giving a discount to my Motel on our room tax and utility bill. As you may have noticed, business in the hospitality industry in the Elko area Motels are down considerably from the previous years. - My question is would the City of Elko consider lowering the percentage we pay in room tax for the next several months until the Covid -19 shutdown is over?

My business water bill is currently on a flat rate plan. My monthly rate is \$567.72 per month and with my occupancy being as low as is it, we are struggling to make our payments on all other bills that are coming in as well. If there is a possibility to pay half of the utility bill for the next few months or until the Covid-19 scare is back to normal, it would be greatly appreciated. We are not asking for full relief, but something to help us out in the interim. As long as the stay at home orders is in effect, there will not be any travelers passing through Elko and spending the night as well as the out of state workers and contractors that we rely on for business. We would greatly appreciate this and ask that you pass along our concerns to the Council members.

Sincerely,

Manor Motel Lodge

I. B. Bhakta

Ishver Bhakta

April 7, 2020

Curtis Calder, City Manager
1751 College Avenue
Elko, NV 89801



Re: Room Tax & Utility Bill payments regarding Covid-19 shutdown

Dear Mr. Calder

Hello, my name is Pravin Bhakta, I am the owner of the Mid Town Motel located at 294 Idaho Street (775) 738-3515. I am writing this letter to ask the City of Elko if there is a possibility of giving a discount to my Motel on our room tax and utility bill. As you may have noticed, business in the hospitality industry in the Elko area Motels are down considerably from the previous years. My question is would the City of Elko consider lowering the percentage we pay in room tax for the next several months until the Covid -19 shutdown is over?

My business water bill is currently on a flat rate plan. My monthly rate is \$662.81 per month and with my occupancy being as low as is it, we are struggling to make our payments on all other bills that are coming in as well. If there is a possibility to pay half of the utility bill for the next few months or until the Covid-19 scare is back to normal, it would be greatly appreciated. We are not asking for full relief, but something to help us out in the interim. As long as the stay at home orders is in effect, there will not be any travelers passing through Elko and spending the night as well as the out of state workers and contractors that we rely on for business. We would greatly appreciate this and ask that you pass along our concerns to the Council members.

Sincerely,
Mid Town Motel


Pravin Bhakta

April 7, 2020

Curtis Calder, City Manager
1751 College Avenue
Elko, NV 89801



Re: Room Tax & Utility Bill regarding Covid-19 shutdown

Dear Mr. Calder

Hello, my name is Dinesh Bhakta, I am the owner of the Centre Motel located at 475 3rd Street (775) 738-3226. I am writing this letter to ask the City of Elko if there is a possibility of giving a discount to my Motel on our room tax and utility bill. As you may have noticed, business in the hospitality industry in the Elko area Motels are down considerably from the previous years. My question is would the City of Elko consider lowering the percentage we pay in room tax for the next several months until the Covid - 19 shutdown is over?

My business water bill is currently on a flat rate plan. My monthly rate is \$539.21 per month and with my occupancy being as low as is it, we are struggling to make our payments on most bills that are coming in as well. If there is a possibility to pay half of the bill for the next few months or until the Covid-19 scare is back to normal, it would be greatly appreciated. We are not asking for full relief, but something to help us out in the interim. As long as the stay at home orders are in effect, there will not be any travelers passing through Elko and spending the night as well as the out of state workers and contractors that we rely on for business. We would greatly appreciate this and ask that you pass along our concerns to the Council members.

Sincerely,

Centre Motel

A handwritten signature in blue ink, appearing to read "Dhakt", with a horizontal line underneath.

Dinesh Bhakta

Agenda Item VI.A.

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 850, an ordinance amending Title 8, Chapter 18 of the Elko City Code entitled “Public Improvement Standards”, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 14, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **First reading of Ordinance No. 850 was conducted on March 10, 2020. MR**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance No. 850**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance No. 850.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

**CITY OF ELKO
ORDINANCE 850**

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

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

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

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

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

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

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

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

8-18-1: TITLE

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

8-18-2: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

8-18-3: PROVISIONS

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

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

(MUTCD), and

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

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

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

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

8-18-4: HORIZONTAL CONTROL DATUM

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

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

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

SECTION 3. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provision of this Ordinance.

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

SECTION 5. This ordinance shall be effective upon the publication mentioned, unless otherwise stated.

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

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By:

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk